

WageCover – Outside Working Hours  
Accident & 24 Hour Sickness Income Protection Plan Insurance Policy  
Product Disclosure Statement

## **WELCOME**

This product disclosure statement is an important legal document that contains details of *your* personal *injury* and illness insurance policy. Before *you* decide to buy insurance from *us*, please read this PDS thoroughly and keep it, together with *your schedule, schedule* of sums insured and policy wording, in a safe place.

This product disclosure statement is dated  
1 March 2007.

## **WHAT IS A PRODUCT DISCLOSURE STATEMENT?**

The Corporations Act 2001 (Cth) requires that any 'retail client' must receive a 'Product Disclosure Statement' (PDS) prepared by the Insurer which contains certain information that is designed to assist retail clients in deciding whether to buy the relevant cover.

This Product Disclosure Statement (PDS) is designed to provide *you* with the necessary information regarding the features of AFA's Income Protection product in order that *you* can make an informed choice about purchasing this product. In this PDS / Policy Document *you* will find all the information *you* need to know about the type of cover(s) available, *our* terms and conditions, benefits and risks and making a claim.

Please read this booklet and make sure that *you* are satisfied with the terms and conditions that *we* offer.

Income protection only begins when *we* have agreed to accept the insurance and a policy certificate has been issued.

This PDS and the insurance policy certificate *we* send *you* are *your* policy documents and form *your* legal contract with *us*. Please keep them together in a safe place. *You* should also keep documents *you* will need in case of a claim – for example, documents which substantiate *your* earnings and medical certificates.

Please do not hesitate to contact *your* Insurance Adviser if *you* have any questions about this policy booklet or *your* insurance cover.

## **WHO IS THE INSURER?**

### ***About AFA Pty Ltd***

AFA Pty Ltd (AFA) ABN (83 067 084 333) is an authorised Coverholder for Lloyd's and acts under a binding authority to arrange and enter into Accident & Health business, collect premiums and handle and settle claims on behalf of certain underwriters at Lloyd's. AFA Pty Ltd has entered into the contract as an agent of certain underwriters at Lloyd's and not as agent of the insured.

### ***About Lloyd's (The Insurer)***

Lloyd's is authorised to carry on general insurance business in Australia by the Australian Prudential Regulation Authority. This government authority requires Lloyd's to maintain sufficient capital to meet their insurance obligations to policyholders and regularly monitors their financial position.

## **APPLICABLE SECTIONS CLAUSE**

Not all Sections of this PDS and policy wording document will apply to *you*.

The precise coverage afforded is subject to the terms and conditions outlined in the PDS, *schedule, schedule* of sums insured, policy wording and any endorsements, as issued by *us*.

## **POLICY FEATURES AND BENEFITS**

- (a) Cover for *injury outside working hours & illness* cover
- (b) Payment of a weekly benefit to cover up to 90% of your weekly *income* or an agreed amount, whichever is the lesser, when you suffer a disability as a result of an *accident* or *illness*
- (c) *Our* policies are available to people between the ages of 16–70 or as otherwise stated in *your* policy *schedule* or by endorsement.
- (d) Weekly benefits are payable for a period of **104 Weeks** or as otherwise stated in *your* policy *schedule*.

### **SIGNIFICANT RISKS**

**Incorrect product or cover:** – *you* should ensure that the sums insured are sufficient to cover *your* loss of weekly *income*.

For example: if the sum insured is less than *your* weekly *income*, *we* will only pay up to the sum insured stated in the policy *schedule*.

### **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY**

This insurance policy is designed to provide protection for *you* in the event of something happening which has been insured against. However, in certain circumstances, this policy will not provide any insurance cover to *you*.

For example *we* do not pay a benefit in the following circumstances:

- (a) *Your* suicide or attempted suicide; intentional self-injury or an attempt at intentional self-injury;
- (b) neurosis, psychoneurosis, psychosis, mental disorder or disease, emotional disorder or disease, depression stress, anxiety condition or disorder or mental illness of any kind; or chronic fatigue syndrome;
- (c) *You* being under the influence of drugs (other than prescribed and taken as directed by medical practitioner) or alcohol.

For full details of all relevant policy exclusions, where cover does not apply, *you* should read the policy wording and make yourself aware of all the exclusions that apply to this insurance.

### **COST OF THE POLICY AND PAYING FOR INSURANCE**

The cost of *your* policy is made up of *your* premium plus any applicable government taxes.

### **WHAT HAPPENS IF YOU DO NOT PAY THE COST OF YOUR POLICY?**

*You* cannot claim under this policy if at the time the *injury* occurred, any instalment of premium remained unpaid for 14 days or more.

*We* may cancel this policy by giving notice if any instalment of premium has remained unpaid for 1 month or more.

Other than in the above circumstances *we* may deduct from any claim paid or payable, any unpaid premium or instalment of premium.

### **COMMISSION**

AFA pay a commission to *your* insurance adviser when *you* decide to take out an AFA insurance policy. The amount of commission paid will be paid from *your* premium amount and is not an additional expense to *you*. *Your* insurance adviser may also charge *you* a fee for their service.

### **WHO SHOULD YOU TALK TO IF YOU HAVE QUESTIONS, CONCERNS OR A COMPLAINT ABOUT YOUR CLAIM?**

The Claim Department Manager should be contacted if *your* complaint is regarding how *we* or any of *our* investigators, assessors or loss adjusters, have handled *your* claim under *your* personal *accident* policy.

The Customer Services Department Manager should be contacted regarding any other complaint *you* have with *your* personal injury policy or any other service that *you* have received.

If in doubt as to whom *you* should refer *your* complaint, please contact the Customer Services

Department Manager. To contact any of the abovementioned, please call AFA on (02) 9259-8222 or 1300 728 997.

### **CANCELLING YOUR POLICY**

*You* may cancel *your* policy at any time by notifying *us* in writing. If *you* cancel *we* will refund the premium for *your* policy less any amount which covers the period for which *you* were insured. *We* will not refund *your* premium if *we* have paid any claim made by *you* prior to receipt of *your* written cancellation.

*We* may cancel this policy by giving three working days notice in writing to *you* at *your* address on *our* file upon breach by *you* of any of its conditions, including a condition relating to the payment of premium, or for any other reason available to *us* at law.

Upon cancellation of the policy by *us*, *we* will refund the premium for the unexpired period of insurance.

### **TAXATION**

AFA shows all taxes and charges as separate items on all *schedules*, for example stamp duty and **goods and services tax (GST)** at the rate set by government from time to time. If required by law *we* may adjust *your* premium to reflect this change. **Stamp duty** is imposed on *your* policy at the rate set by government from time to time. The amount varies depending on *your* state of residence.

*We* may adjust *your* premium to reflect this change.

### **WHAT MAKES UP YOUR INSURANCE CONTRACT**

When *we* accept *your* application, or *your* existing policy is renewed or amended, *your* insurance contract is made up of the following documents.

- (a) the policy wording as set out in this document; and
- (b) *your* current *schedule*, *schedule* of sums insured and endorsements.

### **YOU CANNOT GIVE YOUR RIGHTS AWAY**

*You* cannot give anyone else an interest in this policy without *our* written consent.

### **THE LAW THAT APPLIES TO THIS POLICY**

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this policy is issued.

Any advice in this PDS has been prepared without taking account of *your* objectives, financial situation or insurance requirements. Therefore, before acting on any advice in this PDS, *you* should consider whether it is appropriate to *your* objectives, financial situation and needs.

### **UPDATING OUR PRODUCT DISCLOSURE STATEMENT**

*We* may update the information contained in *our* PDS when necessary.

A paper copy of any updated information is available to *you* at no cost by calling *us*. *We* will issue *you* with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

WageCover – Outside Working Hours  
Accident & 24 Hour Sickness Income Protection Plan

*We*, AFA Pty Ltd (AFA) give notice that this contract has been effected under an authority, given to *us*. *We* have entered into the contract as an Agent of certain underwriters at Lloyd's and not

as an agent of the insured.

*You* have made written application to *us*, which together with all accompanying information shall be the basis of this contract and be considered as incorporated in it.

In consideration of the payment of the premium, and subject to the terms and conditions, contained in, endorsed on or attached to this policy and these *schedule/s*, if during the *policy period* any of the events specified in the *schedule* happens to *you*, *we* will pay the compensation specified in the *schedule*, in the manner described (subject to the scope of cover specified in the *schedule*).

#### INFORMATION YOU SHOULD READ AND KNOW

##### **COOLING OFF PERIOD**

*You* may return this policy to *us* within 14 days of the date *we* enter into it provided that no right or power under the policy has been exercised (eg, no claim has been made).

When *you* return it within the above 14 day period *we* will cancel the policy and give *you* a full refund of premium. Please note that *you* still have cancellation rights that *you* can use after this period expires.

##### **IF THE PREMIUM IS PAYABLE BY INSTALMENTS**

*You* cannot claim under this policy if at the time the *injury* occurred, any instalment of premium remained unpaid for 30 days or more beyond the *premium due date*.

*We* may cancel this policy by giving notice if any instalment of premium has remained unpaid for 1 month or more.

Other than in the above circumstances *we* may deduct from any claim paid or payable, any unpaid premium or instalment of premium.

##### **YOUR DUTY OF DISCLOSURE**

Before *you* enter into an insurance contract with *us*, the Insurance Contracts Act 1984 requires *you* to provide *us* with the information *we* need to enable *us* to decide whether and on what terms *your* proposal for insurance is acceptable and to calculate how much premium is required for *your* insurance.

The Act imposes a different duty the first time *you* enter into the policy with *us* to that which applies when *you* vary, renew, extend, reinstate or replace *your* policy. *We* set these two duties out below.

##### **YOUR DUTY OF DISCLOSURE WHEN YOU ENTER INTO THIS POLICY WITH US FOR THE FIRST TIME.**

*You* will be asked various questions when *you* first apply for this policy. When *you* answer these questions, *you* must:

- (a) give *us* honest and complete answers.
- (b) tell *us* everything *you* know concerning the proposed insurance; and
- (c) tell *us* everything that a reasonable person in the circumstances could be expected to tell *us*.

##### **YOUR DUTY OF DISCLOSURE WHEN YOU RENEW, VARY, EXTEND, REINSTATE OR REPLACE YOUR POLICY.**

If *you* renew, vary, extend, reinstate or replace the policy *your* duty is to tell *us* before the renewal, extension, variation or reinstatement is made, every matter which:

- (a) *you* know; or
- (b) a reasonable person in the circumstances could be expected to know;
- (c) is relevant to our decision whether to insure *you* and whether any special

conditions need to apply to *your* policy.

#### **WHAT YOU DO NOT NEED TO TELL US FOR EITHER DUTY**

You do not need to tell *us* about any matter:

- (a) that diminishes *our* risk;
- (b) that is of common knowledge;
- (c) that *we* know or should know as an insurer; or
- (d) that *we* tell *you* *we* do not need to know.

#### **WHAT HAPPENS IF YOU DON'T COMPLY WITH THE RELEVANT DUTY?**

If *you* do not comply with the relevant duty, *we* may cancel the policy or reduce the amount *we* pay if *you* make a claim.

If fraud is involved, *we* may treat the policy as if it never existed and pay nothing.

#### **IF YOU HAVE A COMPLAINT OR QUERY**

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards and service in the general insurance industry. If *you* require further information on the code please contact *us*.

If *you* have a problem about anything to do with this insurance which *you* feel *we* have not resolved to *your* satisfaction, please contact *us* on (02) 9259-8222 or phone 1300 728 997. *Our* staff will refer *you* to a senior person with authority to deal with the complaint who will attend to the complaint within 15 working days.

If *you* are not satisfied with the response, *you* may lodge a further complaint which will be handled by *our* Disputes Resolution Panel. If *you* are not satisfied with the response, *you* may contact Lloyd's Underwriters' General Representative in Australia, located at Suite 2, Level 21, 123 Pitt Street, Angel Place, Sydney NSW 2000, telephone number (02) 9223 1433.

If *you* are still not satisfied, then if the problem or complaint relates to a claim covered by the insurance industry's independent review body, Insurance Ombudsman Service Limited (IOS) Scheme then *you* may refer the complaint to the IOS. This is a free service established to resolve disputes between customers and insurers.

*You* may contact IOS at PO Box 561 Collins Street West, Post Office, Melbourne Victoria 8007, or phone 1300 363 683 or fax (03) 9621 2060. Their web site is <http://www.iosltd.com.au>.

Please note that this organization is independent from *us*. It will not accept a complaint unless *you* have first tried to resolve the problem with *us*. Please let *us* know if *you* would like to be sent a brochure containing more information about the Code.

If the complaint is not covered by the IOS scheme, *we* will advise of other options for resolution.

#### **PRIVACY POLICY**

*We* are committed to complying with the principles of the Privacy Act 1998 (Cth) concerning the collection, use and management of personal information about individuals.

*We* will collect and use *your* personal information to arrange cover and administer and manage *your* and *our* rights and obligations in relation to it.

*We* disclose personal information to third parties who *we* believe are necessary to allow *us* to do the above. For example:

- (a) to *our* relevant staff and contractors involved in delivering *our* services;
- (b) where an agent or broker is used to organize *your* insurance, or

- assists *you* with a claim, to that agent or broker;
- (c) to *your* employer (in connection to a claim);
- (d) to reinsurers or reinsurance brokers (which may include reinsurers located outside Australia);
- (e) to facilitators such as legal firms, accountants, actuaries, loss adjustors and claims investigators;
- (f) to insurance reference bureaus or credit reference bureaus;
- (g) to *our* agents such as doctors and other medical service providers engaged by *us*.

We may be required to provide *your* personal information to others for purposes of public safety and/or to enforce *our* rights of subrogation.

We limit the use and disclosure of any personal information provided by *us* to them to the specific purposes for which *we* supplied it.

If *you* would like a copy of *our* Privacy Policy, or wish to opt-out of receiving marketing material *we* send or wish to seek access to, or correct the personal information *we* have collected or disclosed about *you* then please contact *us*.

When *you* give *us* personal information about other individuals, *we* rely on *you* to have made or make them aware that *you* will or may provide their information to *us* and the types of third parties *we* may provide it to, the relevant purposes *we* and the third parties will use it for, and how they can access it. If it is sensitive information *we* rely on *you* to obtain their consent on these matters. If *you* have not done or will not do either of these things, *you* must tell *us* before the relevant information is provided.

## DEFINITIONS

Where words or phrases used in this policy are written in *italics*, those words or phrases will have the following meanings:

1. **You/your** means the insured person shown in the *schedule*.
2. **We/our/us** means AFA Pty Ltd, ABN 83 067 084 333, on behalf of certain underwriters at Lloyd's.
3. **Policy period** means the period specified in the *schedule* attached, or any subsequent period in respect of which *you* pay and *we* accept the premium required for the continuation of this policy.
4. **Accident** means a sudden, unexpected, unusual, specific event which occurs at a identifiable time and place.
5. **Injury** means bodily *injury* (including death) resulting solely from an *accident* which occurs *outside working hours* and while this policy is in force and this includes any condition resulting from exposure to the elements as a result of such bodily *injury*, other than as excluded by the exclusions section of this policy. *Injury* does not include:
  - (a) any consequences of any condition which is ordinarily described as being a disease;
  - (b) aggravation of any condition which pre-existed the date of the *accident*;
  - (c) any other *pre-existing* condition;
  - (d) any degenerative condition irrespective of when the degeneration commenced or when and to what extent, the degeneration progressed.
6. **Sickness** means any illness, disease or disorder which first becomes apparent while this policy is in force. Sickness does not include any *pre-existing* condition

7. **Outside working hours** means an *injury* that happens to *you* outside of work where the *injury* is not normally covered by any workers compensation legislation or ordinance.
8. **Temporary total disablement** means that solely as the result of an *injury* or *sickness* and within twelve months of the date of the *injury* or *sickness* *you* are entirely and continuously unable to engage in *your* occupation or any other occupation, profession or business which *you* are reasonably qualified to perform based on *your* education, training or experience, for longer than the *elimination period* stated in the *schedule*.
9. **Temporary partial disablement** means that *you* have qualified and been paid a weekly benefit under this policy for *temporary total disablement* as the result of an *injury* and immediately thereafter *you* are able to return to gainful work but because of the same *injury* *you* continue to experience a reduction in your *income*.
10. **Pre-Existing means** any condition, *injury*, illness or disease for which *you* received treatment, or advice for treatment or had been prescribed medication or had consulted a *medical practitioner* or other health professional, prior to *your* policy period as shown in the policy *schedule*.
11. **Schedule** means any current policy, renewal or endorsement schedule.
12. **Premium Due Date** means in the case of premium paid monthly, the end of each month when the monthly premium installment is payable.
13. **Income** means *your* average weekly *income* net of business expenses but before personal deductions and income tax, earned from personal exertion in *your* usual business, profession, occupation or employment for the number of weeks so engaged during the twelve month period immediately preceding *injury* or illness but excluding reimbursement of expenses, long service leave paid but not taken and other non regular *income*.
14. **Elimination period** means the period starting on the first day of *temporary total disablement* after *you* have consulted a *medical practitioner* for an *injury* or *illness*.
15. **Permanent total loss** means the full and irreversible loss of effective use of the part of the body referred to in the capital benefit events.
16. **Quadriplegia** means permanent total loss and entire paralysis of both legs and both arms.
17. **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
18. **Fingers, thumb or toes** means the digits of a hand or foot.
19. **Medical practitioner** means a properly and legally qualified medical practitioner currently registered to practice in Australia, who is not *your* spouse, or a member of *your* family.
20. **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 organization(s) or government(s).

21. **Utilisation of nuclear weapons of mass destruction** means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
22. **Utilisation of chemical weapons of mass destruction** means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
23. **Utilisation of biological weapons of mass destruction** means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

## EXCLUSIONS

This Policy does not cover:-

1. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.  
(b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
2. This Policy shall not apply to any event directly or indirectly caused or contributed to by, or resulting from:-
  - (a) war or warlike operations (whether war is declared or not), hostilities, invasion, act of an enemy foreign to *your* nationality or the country in or over which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or *terrorist activity*.
  - (b) explosions of war weapons, *utilization of nuclear weapons of mass destruction, chemical weapons of mass destruction or biological weapons of mass destruction*, howsoever these are distributed or combined
  - (c) murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to *your* nationality whether war be declared with that state or not.Also excluded is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all of (a) to (c) above.  
In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. *You* engaging in or training for;
  - (a) racing of any kind, other than on foot, or
  - (b) any football code, except for touch football and austag.
  - (c) any combat sports (including but not limited to Boxing, Wrestling or Martial Arts), or
  - (d) mountaineering, rock climbing, speleology, sky-diving, hang-gliding, bungee jumping, or

- (e) motor sports or recreations involving heights or
  - (f) underwater sports (including but not limited to scuba diving)
4. *You* deliberately exposing yourself to danger, or *your* own criminal act;
  5. *You* being under the influence of drugs (other than prescribed and taken as directed by *medical practitioner*) or alcohol; or driving a motor vehicle with a blood alcohol concentration in excess of the legal limit;
  6. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named or Human Immunodeficiency Virus (HIV);
  7. neurosis, psychoneurosis, psychosis, mental disorder or disease, emotional disorder or disease, depression, stress, anxiety condition or disorder or mental illness of any kind; or chronic fatigue syndrome;
  8. *You* engaging in or training for any professional sporting activities.
  9. *You* flying, or participating in air travel or any other kind of aerial activity unless as a fare paying passenger on a commercial airline with scheduled flights;
  10. *Your* suicide or attempted suicide; intentional self-injury or an attempt at intentional self-injury;
  11. *You* driving or riding on motor cycles or motor scooters of any kind if *you* are;
    - (a) A probationary, learner or unlicensed motor cycle rider.
    - (b) A rider whilst the motor cycle is being ridden on other than a permanent sealed surface which is constructed of bitumen or concrete.
    - (c) A rider of any motor cycle engaging in any form of competition, race or trial.
    - (d) A rider of any motor cycle on a racetrack during a racetrack open date whether they paid for access or otherwise.
  12. *Any other exclusion outlined in your policy schedule.*

#### SPECIAL CONDITIONS – GENERAL

1. **Compensation shall not be payable in the following circumstances:-**
  - (a) under more than one of the events numbered 1 to 5 – Capital Benefits;
  - (b) under any event in excess of the aggregate period shown against such events in respect of any one *injury*;
  - (c) during the *elimination period*;
  - (d) beyond the date of *your* death;
  - (e) before the date on which *you* first consulted a *medical practitioner* for the *injury* or illness,
  - (f) in respect of any *injury* or illness or recurrence of any *injury* or illness (in aggregate) for longer than the benefit period stated in the *schedule* whether there is a recurrence or otherwise;
  - (g) if *you* are capable of a return to work in a reduced or partial capacity in any occupation but do not do so for any reason.
  - (h) if *your injury* or illness occurs outside the scope of cover specified

in the *schedule*.

**2. Compensation shall be reduced, limited or repaid in the following circumstances:-**

**Weekly Benefits**

(a) Compensation payable under this policy as weekly benefits for *injury* or illness is limited to the periods and the amounts as set out in the *schedule*.

(b) In respect of periods in which *you* are entitled to receive or receive for the same *injury*, any workers compensation or other periodical payment of any kind, or wages, salary (not including sick leave entitlements) or earned income from any other source, then the weekly benefits paid in respect of *injury* as shown in the *schedule* of this policy will be reduced by the amount of the other payment received in the corresponding period and where a lump sum is received from other insurance or any other benefit of compensation of any type then, to the extent that weekly benefits have been paid under this policy the weekly benefits must be repaid.

(c) The maximum amount payable for any event or series of events occurring during a policy period is limited to the compensation shown in the *schedule*.

**Capital Benefits**

(d) Only one capital benefit is payable to *you* in respect for any one *injury*.

(e) If *you* suffer more than one *injury* in the same *accident* and are entitled to compensation under more than one capital benefit event we will pay compensation for more than one event provided the total compensation payable in respect of this provision does not exceed the amount shown in the *schedule*.

(f) Compensation payable under this policy in respect of capital benefits shall be reduced by any amount which *you* or *your estate*, is entitled to receive under any motor vehicle Act or Transcover or Transport Accident Act or Workcover or Workers Compensation Act or other Statutory body, or legislation, having similar effect.

(g) If we pay a capital benefit of 75% or more, then we will stop paying weekly benefits. The payment of the capital benefit will be made when we believe *you* meet the criteria for the payment of the capital benefit and weekly benefits will cease at that time.

**3. Calculation of Weekly Benefits**

Compensation for periods of less than one week will be paid at the rate of one-seventh ( $\frac{1}{7}$  th) of the weekly benefit.

**4. Recurrent Disablement**

If *you* have returned to work either partially or fully after having received weekly benefits for *temporary total disablement* and have a recurrence of *temporary total disablement* or *temporary partial disablement* arising from the same *injury*, then provided the policy is still in force as at the date of the recurrence, *you* can claim for the balance of the benefit period, if any.

In the above circumstance the elimination period will not be applied again.

**5. Aggregate Limit of Liability**

*Our* total liability for all claims arising under this insurance for any one event during the period of insurance shall not exceed the aggregate limit of liability stated in the *schedule*. In the event that claims made under this insurance exceed the aggregate limit of liability, then the amount by which claims exceed this limit will be proportionally reduced.

**6. Payment of Benefits in the Event of Death**

If a benefit is payable in respect of *your* death by *injury*, the benefit will be paid to *your* estate.

**CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY**

**1. COMPLYING WITH POLICY CONDITIONS**

The due observance and fulfilment of the terms of this policy and the truth of the statements and answers in the application, and in any claim forms, statements and medical evidence

required from *you* in connection with this insurance, shall be conditions precedent to *our* liability to make any payment under this policy.

## 2. FRAUD

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

## 3. PREMIUM INSTALMENTS

If *your* premium for this insurance is to be paid by instalment and;  
*You* fail to make the payment in the specified manner; or  
*You* fail to make payment in the specified manner and the payment is thirty (30) days overdue;  
*We* will not pay any claim that first arises after the instalment became due.

This condition applies as each and every premium instalment becomes due and cannot be disregarded because *we* may have previously accepted an instalment after thirty (30) days. The effect of this is that this insurance will be cancelled by *us* if *your* instalment is not received within thirty (30) days of being due and claims arising from events occurring after that date will then be denied.

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

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

## 4. CANCELLATION

*Your* coverage under the policy can be terminated at any time at your request by giving written notice to *us*, in which case *we* will retain *our* short period rate for the time the policy has been in force. *We* may cancel the policy at any time as provided by Section 60 of the Insurance Contracts Act 1984, with the period of notice to *you* not being less than thirty (30) days.

## 5. CLAIMS MADE UNDER THE POLICY

(a) *You* must give *us* written notice within thirty (30) days of the occurrence of any circumstance in respect of which a claim has arisen or may arise under this policy.

(b) When you notify *us* in accordance with (a) above, *we* will send *you* claim forms which must be fully completed and returned to *us* within 30 days of receipt.

(c) Medical certification will be required by *your medical practitioner* in the format *we* provide to *you* for that purpose, in order to allow *us* to assess the claim.

(d) In order to claim for weekly benefits, the ongoing certification of disability, provided by *you* and *your medical practitioner* will be required, in the format *we* provide, on progress claim forms. *You* must meet the cost of the medical certification and the completed progress claim forms must be returned to *us* within 30 days of them being requested.

(e) All evidence required by *us* in order to allow *us* to assess the claim shall be furnished as required at *your* expense.

(f) *You* must submit to medical examination at *our* expense as often as is reasonably required.

## 6. OTHER INFORMATION

*We* may also require *you* to provide *us* with;

(a) written authorities allowing *us* to access information, which may include personal and sensitive information

(b) evidence of *your income* in the period prior to disability commencing, or *your income* in any period after disability commences

(c) details of any other insurance covering the same condition for which a claim is being made.

**7. PROOF OF CLAIM**

Written proof of a claim must be furnished to *us* at *our* office within thirty (30) days of it being called for. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to do so provided that the proof is furnished as soon as is reasonably possible and in no event except in the absence of legal capacity, later than twelve (12) calendar months from the time it was called for.

**8. TIME OF THE PAYMENT OF CLAIM**

Periodic payment for weekly benefits will be fortnightly in arrears. Payment of any other claim will be made upon receipt and review of due written proof of the claim.

**9. INSPECTION RIGHTS**

In the event of a claim *you* must allow *us* access to *your* employment records so that *we* can confirm that *you* remained employed and continued to pay premiums for the coverage provided in this policy.

**10. SUBROGATION**

*We*, on behalf of the insurer, are entitled to commence or take over legal proceedings in *your* name for the defence or settlement of any claim, 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.

**11. ADDITIONAL BENEFIT – FUNERAL EXPENSES**

In the event *you* die as a result of *injury*, *we* will reimburse funeral expenses up to a maximum of \$5,000 in addition to any other compensation payable under this policy. This benefit only applies if the injury causing *your* death occurs more than 90 days after *your* coverage under the policy commencement date.

**12. SERVICE OF SUIT CLAUSE (AUSTRALIA)**

The Underwriters hereon agree that:-

(i) In the event of a dispute arising under this policy, at *your* request: Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

(ii) Any summons notice or process to be served upon the Underwriters may be served upon Lloyd's General Representative in Australia

Lloyd's Australia Limited

Suite 2, Level 21, 123 Pitt Street, Angel Place, Sydney NSW 2000

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at *your* request to give a written undertaking to *you* that he will enter an appearance on Underwriters' behalf.

(iii) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.