



# Group Personal Accident **Voluntary Workers Cover**

Combined Product Disclosure Statement and Policy Wording



# Contents

## How is Your insurance arranged?

This insurance is issued/insured by:

**AIG Australia Limited (AIG)**

ABN 93 004 727 753, AFSL 381686

Level 13, 717 Bourke Street, Docklands Vic 3008

AIG issues/insures this product pursuant to an Australian Financial Services Licence ('AFSL') granted to us by the Australian Securities and Investments Commission.

AIG prepares this **Product Disclosure Statement**.

## Retail Clients

'Retail Clients' are required to be provided with a Product Disclosure Statement prepared by the product issuer/insurer. A 'retail client' means an individual or small business.

'Small business' means:

- a manufacturing entity with 100 employees or fewer, or
- non-manufacturing entity employing 20 individuals or less.

Code of Practice, Dispute Resolution and Cooling Off provisions under this insurance will generally apply only to Retail Clients.

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**This document contains Your Insurance Policy Terms, Provisos, Exclusions and Conditions.  
It is important that You read and understand it and retain it in a safe place.**

Date prepared: 10th September 2021

PDS JM 09/01175.7

# Product Disclosure Statement ('PDS')

## Target Market Determinations (TMDs)

From 5 October 2021, AIG Australia Limited (AIG) is required to have Target Market Determinations for its retail client insurance products in accordance with the *Treasury Laws Amendment (Design and Distribution Obligations and Product Intervention Powers) Act 2019*.

### What is a TMD?

A TMD is a document created by AIG which seeks to offer customers, distributors and staff with an understanding of the class of customers for which the product has been designed and sets out:

- who is in the target market and who the product is not designed for;
- any distribution conditions and restrictions for the product;
- review periods and events that may trigger a review of the TMD; and
- reporting obligations for AIG's distributors.

The TMD is not intended and should not be treated as a full summary of the product's terms and conditions and is not intended to provide financial advice. Customers must refer to the Product Disclosure Statement (PDS) and any supplementary disclosure documents for the terms and conditions of the product when making a decision to acquire the product.

TMD's for all AIG retail products are available on AIG's website at [www.aig.com.au/tmd](http://www.aig.com.au/tmd).

AIG is committed to offering high quality insurance products to meet our customer needs and which offer real value. AIG achieves this by taking a consumer-centric approach when designing and distributing our products.

The **Product Disclosure Statement ('PDS')** contains information about key benefits and significant features of this Personal Accident Insurance for Voluntary Workers.

The purpose of the PDS is to assist **Your** purchasing decision and ability to compare this product with other insurance. This document also contains important information about **Your** rights and obligations including Cooling Off and the Duty of Disclosure.

The terms and conditions of **Your** insurance are contained in the **Policy Wording**.

Details about the product issuer can be found on the inside cover of this document under **'How this insurance is arranged'**.

## Key Benefits of Your Policy

**You** can select various cover options against a range of Events including:

Section	Section Title	Cover
Section A	Capital Benefits	<b>Injury</b> (as defined) resulting in Events such as death, specified <b>Permanent</b> disability and <b>Permanent</b> total loss, fractured leg and disfigurement due to burns.
Section B	Weekly Injury Benefit	Weekly Injury Benefit for <b>Injury</b> resulting in temporary <b>Total Disablement</b> .
Section C	Non-Medicare Medical Expenses	Compensation for specified <b>Non-Medicare Medical Expenses</b> incurred as a result of <b>Injury</b> .
Section D	AIG Care Plus Benefits	Enhanced benefits may be available to supplement the Compensation under Sections A or B.

Details of the key benefits for all sections of cover are contained in the **Policy Wording** under the **Table of Events**.

Cover for each of the above is subject to acceptance of the risk by the issuer/insurer. Cover is limited to the benefits and maximum sums insured listed in the Policy Schedule and is subject to the terms, conditions and exclusions in the **Policy Wording**.

## Important Information

Please read the **Policy Wording** carefully for full details about lodging a claim, the benefits (including the circumstances and times these are payable), and terms and conditions that apply to this insurance. Take special note of the following:

1. The **Policy Wording** contains a **Definitions** section on **page 7** and **Conditions** that apply to this insurance at **page 17**.
2. **Special Provisions** apply to this **Policy Wording** that may impact upon the Compensation payable. It is important that **You** carefully read the sections of the **Policy Wording** titled **'Special Provisions - General'** on **page 8**.
3. There are some circumstances where cover cannot be provided. These are covered in the **Policy Wording**. Please take special note of the **Exclusions** applicable to all sections of the policy listed on **page 6** of the **Policy Wording**.
4. An **Aggregate Period** and/or **Elimination Period** may apply to one or more of the sections of cover selected. Details are provided in the **Policy Wording**. Where applicable these periods will be shown on the Policy Schedule.
5. **Age Limits** may be applied to this policy. These may vary based on application details and acceptance of the type of voluntary activities to be insured. **Age Limits** will be shown in the Policy Schedule (if applicable). Further information is also provided on **page 10** of the **Policy Wording**.

6. **We** may reduce the Compensation payable or limit our liability in respect of any injury giving rise to a right for **You** or any dependant or other person to claim any Compensation from an Employer in respect of that **Injury** under or by virtue of Worker's Compensation or similar legislation. Further details are provided in the **Special Provisions** of the **Policy Wording** commencing on **page 8**.
7. This **PDS** and **Policy Wording** brochure also contains important information about the rights and obligations of **Insured Persons** including information about Privacy, the Duty of Disclosure and General Insurance Code of Practice.

## Costs

Premiums are calculated on an individual application basis. Some of the factors taken into account in calculating the premium are:

- the type of voluntary activity;
- the range of cover options that **You** have selected;
- the capital sum insured;
- number of volunteers insured;
- age of volunteers insured;
- the number of days that voluntary activity is undertaken during the period of insurance;
- **Your** prior claims experience.

Premiums may vary during a policy period if there is an alteration in the above circumstances.

The premium amount will be shown on **Your** Policy Schedule. Government charges such as Stamp Duty and GST will be shown separately on the Policy Schedule.

**You** may be entitled to claim a tax deduction for the premium paid under this policy. Please check with **Your** tax accountant or the Australian Taxation Office for further information.

## Elimination Period

An **Elimination Period** is the initial period of disablement for which no Compensation is payable under the policy. **Elimination Periods** may vary based on application and approval, and apply to particular Events covered under Section B of the **Table of Events**. Details will be shown in the Policy Schedule.

## Cooling Off Period

If, **You** are a retail client and after reading the Policy, **You** are not satisfied with the cover, **You** may return the Policy within 15 days of receiving it, and obtain a full refund less any non-refundable government charges and taxes that **We** have paid. **You** may notify **Us** in writing or electronically.

If **You** make a claim for any incident within the 15-day period, no cooling off period is permitted

If the Policy is for an event that will finish within the 15 days cooling off period, **You** can only exercise **Your** right to cancel before the event starts.

## How to Make a Claim

Information on claims can be found under the section titled '**Conditions**' in the **Policy Wording**. Please read this carefully.

Claims need to be submitted with supporting documentation reasonably required by **Us** in relation to the claim such as **Doctor's** reports, receipts, and where requested, additional Proof of Loss. Claims should be delivered to the address shown on the outside cover of this document. In the event of claims under some policy sections, an **Elimination Period** may apply.

Please refer to the **Policy Wording** for further details about the above.

## Code of Practice

AIG is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

## Complaints and Feedback

Learning about **Your** experiences with **Us** and **Our** service partners helps to improve the way **We** do business with **You**. If **You** have feedback, or an issue **You** would like resolved **We** encourage **You** to make contact. Below is information on how to contact **Us** and how **We** will work together to resolve any concerns **You** have.

### How to provide feedback

#### 1. Speak to Our Complaints team

**Our** complaints team can be contacted on 1800 339 669. To get the best out of **Your** call with **Us**, please have **Your** policy and/or claim number available and any specific information about the issue.

#### 2. Provide Your feedback in writing

If **You** would prefer to provide **Your** feedback or complaint in writing **You** can do so by lodging **Your** complaint on **Our** website, or by writing to:

The Complaints Team  
AIG Australia Limited  
Level 13, 717 Bourke Street  
Docklands VIC 3008  
Email: [aucomplaints@aig.com](mailto:aucomplaints@aig.com)

### What happens if You make a complaint?

If **You** make a complaint, **We** will record **Your** complaint and make sure that **Your** concerns are addressed as quickly as possible and seek to achieve a fair outcome for both parties.

**We** will assess **Your** complaint upon receipt. During the complaints process as set out in this notice, **We** will meet the following requirements in respect of **Your** complaint.

- Acknowledge **Your** complaint within one (1) business day.
- **We** will tell **You** who will handle **Your** complaint and their contact details.

- **We** will, where applicable, keep **You** informed via **Your** preferred method of communication of the progress of **Your** complaint every ten (10) business days, more frequently or necessary or as agreed by both of **Us**.
- **We** will treat **Your** complaint respectfully and handle all personal information in accordance with our Privacy Policy.
- Within 30 calendar days from the date **We** receive **Your** complaint, **We** will provide a response to **Your** complaint.

If **We** cannot meet any of the stated time frames, **We** will communicate to **You** the reasons why this has not been possible. **We** will also advise **You** when **You** should expect to receive a response or decision, **Your** right to complain to the Australian Financial Complaints Authority (AFCA) if **You** are dissatisfied with such reasons and provide **You** with the contact details for AFCA.

### What You can do if You are not happy with Our response or handling of Your complaint

If **You** are not satisfied with **Our** response or the handling of **Your** complaint, **You** may wish to have the matter reviewed by **Our** Internal Dispute Resolution Committee (“Committee”).

If **You** wish to have **Your** complaint reviewed by the Committee, please telephone or write to the complaints team as per the details above. As part of **Your** request, please include detailed reasons for requesting the review and the outcome **You** are seeking. This information will assist the Committee in carrying out its assessment and review of **Your** complaint.

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to **You**.

If **We** are unable to provide a response within 30 calendar days of receipt of the initial complaint, **We** will inform **You** of (i) the time frame for when **Your** complaint will be heard by the Committee, (ii) when **You** should expect to receive a response from the Committee; (iii) the reasons for such delay; (iv) **Your** right to complain to AFCA if **You** are dissatisfied with such reasons; and (v) the contact details for AFCA.

**You** can take **Your** complaint to AFCA at any time, including:

- if **We** have been unable to resolve **Your** complaint within 30 calendar days;
- **You** are dissatisfied with the outcome of **Your** complaint; or
- **You** are dissatisfied with the findings of the Committee.

AFCA provides a fair and independent financial services complaint resolution service that is free to consumers. AFCA can make decisions with which AIG is obliged to comply.

Under AFCA Rules, **Your** complaint may be referred back to **Us** if it has not gone through **Our** complaints process.

AFCA’s contact details are:

Australian Financial Complaints Authority (AFCA)  
GPO Box 3, Melbourne VIC 3001

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

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

Phone: 1800 931 678 (free call)

The use of AFCA does not preclude **You** from subsequently exercising any legal rights which **You** may have if **You** are still unhappy with the outcome. Before doing so however, **We** strongly recommend that **You** obtain independent legal advice.

If **Your** complaint does not fall within AFCA’s Rules, **We** will advise **You** to seek independent legal advice or give **You** information about any other external dispute resolution options where available to **You**.

## The Financial Claims Scheme

The protection provided under the Federal Government’s Financial Claims Scheme (the Scheme) applies to the Policy. In the unlikely event that the **Insurer** is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>.

## Privacy Notice

**This notice sets out how AIG collects, uses and discloses personal information about:**

- **You, if an individual; and**
- **other individuals You provide information about.**

**Further information about Our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting Us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.**

### How We collect Your personal information

AIG usually collects personal information from **You** or **Your** agents. AIG may also collect personal information from:

- **Our** agents and service providers;
- other insurers;
- people who are involved in a claim or assist **Us** in investigating or processing claims, including third parties claiming under **Your** Policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that **You** are a part of;
- providers of marketing lists and industry databases; and
- publicly available sources.

### Why We collect Your personal information

AIG collects information necessary to:

- underwrite and administer **Your** insurance cover;
- improve customer service and products including carrying out research and analysis including data analytics functions; and
- advise **You** of **Our** and other products and services that may interest **You**.

**You** have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling **Your** insurance cover or reducing the level of cover, or declining claims.

## To whom We disclose Your personal information

In the course of underwriting and administering **Your** Policy **We** may disclose **Your** information to:

- **You** or **Our** agents, entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of **Your** Policy;
- banks and financial institutions for policy payments;
- **You** or **Our** agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third-party providers for data analytics functions;
- other entities to enable them to offer their products or services to **You**; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: Canada, Bermuda, Ireland, Belgium, the Netherlands, Germany, France , United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which **You** have a claim and such other countries as may be notified in **Our** Privacy Policy from time to time.

**You** may request not to receive direct marketing communications from AIG.

## Access to Your personal information

**Our** Privacy Policy contains information about how **You** may access and seek correction of personal information **We** hold about **You**. In summary, **You** may gain access to **Your** personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to **Your** personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

## Complaints

**Our** Privacy Policy also contains information about how **You** may complain about a breach of the applicable privacy principles and how **We** will deal with such a complaint.

## Consent

**Your** application includes a consent that **You** and any other individuals **You** provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

## Updating the PDS

**We** may need to update or change this PDS from time to time if certain changes occur where required and permitted by law.

**We** may update the Policy by either providing a notice on **Our** website, emailing or notifying **You** by other means of such changes and updates.

# Policy Wording

## Important Policy Matters

This Policy consists of Sections and provides the **Insured Person** with insurance cover under those Sections selected by **You** in **Your** application for this insurance and shown in the Policy Schedule.

All cover is subject to **You** paying or agreeing to pay the required premium, and is subject to all the Terms, Provisos, Conditions and Exclusions of the Policy including the Policy Schedules.

This Policy shall only apply to Events that occur during the **Policy Period** as set out in the Policy Schedule or Renewal Notice.

## 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 duty of disclosure for renewals

Before **You** renew this contract of insurance, **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.

Also, **We** may give **You** a copy of anything **You** have previously told **Us** and ask **You** to tell **Us** if it has changed. If **We** do this, **You** must tell **Us** about any change or tell **Us** that there is no change.

If **You** do not tell **Us** about a change to something **You** have previously told **Us**, **You** will be taken to have told **Us** that there is no change.

**You** have this duty until **We** agree to renew the contract.

### 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.**

## Exposure

If any of the Events listed in Sections A, B or C occurs as the result of unexpected exposure to the elements following an **Injury**, **We** will assume that **You** have sustained **Injury** and will pay the Compensation specified for such Event.

## Disappearance

If an **Insured Person** disappears and after twelve calendar months their body is not found and it is reasonable to conclude they have died due to an **Insured Injury**, **We** will pay the Compensation shown for Event 1 Section A of this Policy subject to such disappearance being reported to the relevant authorities and receipt of a signed undertaking by **You** that any such Compensation shall be refunded if it is later demonstrated that the **Insured Person** did not die as a result of an **Injury**.

## Exclusions

This Policy does not apply to any Event directly caused by or resulting from:

1. **War**, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
2. The intentional use of military force to intercept, prevent, or mitigate any known or suspected **Terrorist Act**;
3. (a) **You** being a pilot or crew member of any aircraft; or  
(b) **You** engaging in any aerial activity except as a passenger in any properly licenced aircraft;
4. Deliberately self-inflicted **Injury**;
5. Pregnancy or childbirth;
6. Sickness, disease or any kind of infection however contracted, even if through **Injury**. This exclusion however, does not apply to sickness or disease directly resulting from medical treatment rendered necessary by an **Injury** or to infection directly resulting from an **Injury**, provided that in each case the **Injury** itself is covered by this Policy, or to accidental food poisoning;
7. **You** being under the influence of intoxicating liquor, having a blood alcohol content over the prescribed legal limit or being under the influence of any other drug unless it was prescribed by a legally qualified medical practitioner;
8. **You** engaging in any professional sport;
9. Driving or riding in any kind of race;
10. Any psychological or psychosomatic or mental or nervous condition;
11. an **Insured Person** suffering from stress or psychiatric condition, including but not limited to depression, anxiety, neurosis, psychosis, mental or emotional stress, physical fatigue, mental disease or associated disorders unless such conditions are being treated by a registered specialist mental health practitioner;

In addition to the above Exclusions

12. The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

## Definitions

1. **Close Relative** means a Spouse/Partner, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé (e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.
2. **Doctor** means a medical practitioner or medical specialist who is registered or licenced and is legally qualified to practice medicine under the laws of the country in which they practice other than a medical practitioner or medical specialist who is the **Insured Person**, the **Insured Person's** business partner or agent, the **Insured Person's** employer or employee or a **Close Relative**.
3. **Elimination Period** means the period commencing with the first day of **Total Disablement** for which medical treatment was sought in respect of **Injury** and for which no Compensation is payable.
4. **Fingers Or Toes** means the digits of a hand or foot.
5. **Hospital** means a place registered as a **Hospital** for the care and treatment of sick or injured persons and which:
  - (a) has organised diagnostic and surgical facilities, either on premises or in facilities available to the **Hospital** on a pre-arranged basis;
  - (b) provides 24-hours-a-day nursing services by registered graduate nurses;
  - (c) is under the supervision of a **Doctor**; and
  - (d) is not primarily a clinic, a place for custodial care, a place for the treatment of alcoholics or drug addicts, a place for the treatment of mental illness, a nursing, rest or convalescence home or a home for the aged or similar establishment.
6. **Income** means
  - (a) as regards to a salaried **Insured Person**, the average gross weekly **Income** earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
  - (b) as regards to a T.E.C. (ie total employee cost) or salary package **Insured Person**, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
  - (c) as regards to a self-employed **Insured Person**, the average gross weekly **Income** earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;all derived during the 12 calendar months period immediately preceding the **Injury** giving rise to the claim under this Policy.
7. **Injury** means a physical injury, caused by a violent, external and visible means, which occurs fortuitously whilst this insurance is in force and which results, independently of any pre-existing condition or other cause, in any of the Events specified in The Policy Schedule within twelve (12) calendar months of the date of its occurrence.
8. **Limb** means a hand at or above the wrist or a foot at or above the ankle.
9. **Non-Medicare Medical Expenses** means:
  - Expenses that are not subject to any full or partial Medicare rebate nor are they recoverable by **You** or the Insured from any other source and are incurred within twelve (12) calendar months of **You** sustaining **Injury**;
  - They must be paid by **You** or the Insured on **Your** behalf and be for treatment certified necessary by a legally qualified medical practitioner, to a registered Private **Hospital**, physiotherapist, chiropractor, osteopath, nurse or similar provider of medical services;
  - They include the cost of medical supplies or ambulance hire;
  - They do not include the cost of dental treatment unless it is necessarily incurred to sound and natural teeth, other than first teeth or dentures, and is caused by **Injury**.

**Note:**

  - **Non-Medicare Medical Expenses** does not include any or part of any expenses for which a Medicare benefit is paid or is payable, nor does it include the balance of monies due or payable by **You** after deduction of any Medicare benefit or rebate. (Commonly known as the "Medicare Gap".)

Refund Not Available:

**We** shall not be liable to make any refund in respect of:

  - Any expense recoverable by **You** or by the Insured from any other insurance scheme or any plan providing medical/physiotherapy or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance plan or source;
  - Any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made under it apply;
  - More than the specified percentage of each claim less all deductions and the Policy excess;
  - Any expense which **We** are prohibited by Law from paying.

**Our** Total Liability shall not exceed in the aggregate the amount specified in the Policy Schedule, in respect of any one **Injury**.

The amount of **Our** Total Liability which represents physiotherapy, chiropractic or osteopathic expenses shall not exceed \$ 1,500 in respect of any one **Injury**.
10. **Paraplegia** means Total and **Permanent** paralysis of both legs and part or whole of the lower half of the body.

11. **Permanent** means lasting 12 consecutive months and at the end of that period is certified by a **Doctor** as being unlikely to materially improve for the remainder of the **Insured Person's** natural life.
12. **Policy Period** means the period specified in The Schedule attached, or any subsequent period in respect of which the Insured pays and **We** accept the Premium required for the renewal of this Policy as provided in Condition 3.
13. **Quadriplegia** means Total and **Permanent** paralysis of both legs and both arms.
14. **Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts.  
  
Terrorism shall also include any act which is verified or recognised by the (relevant) Government as an act of terrorism.
15. **Total Disablement** means that as a result of **Injury You** are wholly and continuously prevented from engaging in **Your** usual occupation and not engaged in any other occupation and are under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner other than Yourself.
16. **War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
17. **We/Our/Us/Insurer** means AIG Australia Insurance Limited (AIG), ABN 93 004 727 753, AFSL 381686.
18. **You/Your** means the **Insured Person** specified in the Policy Schedule.

## Special Provisions – General

1. The Compensation payable under Event 1 in Section A shall be payable to **Your** Estate. All other Compensation will be payable to **You** or the **Insured Person** as per the benefit terms.
2.
  - (a) Compensation shall not be payable for more than one of the Events listed in Section A in respect of the same **Injury**. In the event of multiple Injuries sustained in the same accident and more than one Event can be claimed, only the highest one Event will be compensated.;
  - (b) Any Compensation payable for Events 2-19 listed in Section A shall be reduced by any Compensation already paid under any Events in Section B in respect of the same **Injury**;
  - (c) Should **You** sustain **Injury** which results in any one of Events 2, 3, 4, 6 or 8 described in Section A, there shall be no further liability under the Policy for **Injury** sustained thereafter;
  - (d) Compensation shall not be payable for more than one of the Events listed in Section B in respect of the same **Injury**;

Provided always that if **You** become entitled to Compensation under any one of the Events listed in Section A (other than Event 1) **You** may elect to receive Compensation either under that Benefit or under the Events listed in Section B.
3. Compensation shall not be payable:
  - (a) Under Events described in Section B in excess of the Aggregate Period shown against such Events in respect of any one **Injury**.
  - (b) Unless **You** shall as soon as possible after the happening of any **Injury** giving rise to a claim under the Policy, procure and follow proper medical advice from a legally qualified medical practitioner.
4. If **You** die as a result of **Injury** and Event 1 is not insured, then Compensation will only be payable under the Policy under Events 20, 21 or 22, to the extent of the Aggregate Period shown against these Events or to the date of **Your** death as a result of the **Injury** whichever first occurs.
5. The Compensation payable under Event 20 is limited to the amount stated in the Policy Schedule, or **Your** weekly **Income**, whichever is the lesser.

### If **You**:

- (a) are entitled to receive weekly or periodical disability benefits under any other policy of insurance; and/or
- (b) are entitled to receive weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other statutory body or legislation having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other statutory body or legislation having similar effect; and/or
- (c) have earned income from any other occupation; and/or

- (d) have actually received any annual leave, long service leave or sick leave, unless endorsed otherwise; and/or
- (e) have any sick leave paid as a part of redundancy payments;

then Compensation payable under Event 20 will be reduced by the amount of the benefits detailed above so as to limit the total of all payments and/or Compensation (inclusive of such benefits) to his or her weekly **Income** or the limit stated in the Policy Schedule, whichever is the lesser. (See example below).

6. If **You** or the **Insured Person** has lodged a weekly income benefit claim under any weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body or legislation having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body or legislation having similar effect and are awaiting determination of the claim, payment of any Compensation under Section B Event 20 of the Policy shall be calculated with effect from the date of the **Injury** less any applicable **Elimination Period**, subject to the terms and conditions of the Policy.

Payment for Compensation for a claim under Section B Event 20 will be reduced by the amounts **You** or the **Insured Person** has already received, at the time of the payment of such Compensation as (i) statutory benefits, under applicable laws and statutory bodies referenced above; (ii) income from another occupation; and/or (iii) any annual leave, long service leave or sick leave, unless endorsed otherwise; and/or (iv) sick leave paid as a part of redundancy payments.

#### For Example:

Insured person has suffered Temporary **Total Disablement** as a result of an **Injury**, making them eligible for Compensation under the Transport Accident Act. In this case the Compensation paid out under Event 20 of the policy would be computed as under:

	Insured Person A	Insured Person B	Insured Person C	Insured Person D
A Average Weekly Income of the Insured Person (100%)	\$1,200	\$1,700	\$2,000	\$2,500
B Cover Limit on AIG policy Schedule	85% of Average Weekly Income up to a maximum of \$1,500 per week	100% of Average Weekly Income up to a maximum of \$1,500 per week	85% of Average Weekly Income up to a maximum of \$1,500 per week	100% of Average Weekly Income up to a maximum of \$2,000 per week
C Compensation payable under Section B (per week)	\$1,020	\$1,500	\$1,500	\$2,000
D Weekly Compensation from Statutory Laws or other Insurance policy	\$600	–	\$900	\$900
E <b>Income</b> from other occupation	\$200			
F Adjusted Compensation under this policy Section B (per week)	\$220	\$1,500	\$800	\$1,600

When **You** or the **Insured Person** who has received payment of Compensation for a claim under Section B Event 20 of the Policy subsequently receives benefits under (i) any Workcover or Workers Compensation Act or other Statutory body or legislation having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body or legislation having similar effect; (ii) income from another occupation; and/or (iii) any annual leave, long service leave or sick leave, unless endorsed otherwise; and/or (iv) sick leave paid as a part of redundancy payments **You** or the **Insured Person** must reimburse to **Us** any difference between the amount of Compensation actually paid by **Us** under Section B Event 20 and the amount of Compensation **We** would have paid had **You** or the **Insured Person** been in receipt of such benefits at the time of payment of the claim for Compensation.

7. If, as a result of **Injury**, Compensation is payable under Section B and if, while the Policy is in force, **You** suffer recurrence of **Total Disablement** from the same or related cause or causes, the subsequent period of **Total Disablement** will be deemed a continuation of the prior period unless between these periods **You** have performed the duties of **Your** occupation on a full-time basis for at least six consecutive months, in which event the **Total Disablement** will be deemed the result of a new **Injury** and subject to a new **Elimination Period** and Aggregate Period.

## 8. Aggregate Limit of Liability

- (a) Except as provided under 8(b), **Our** total liability for all claims arising under this Policy during any **Policy Period** shall not exceed the amount set out in The Schedule.
- (b) **Our** total liability for claims arising under this **Policy Period** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes shall not exceed the amount set out in The Schedule.

## 9. Age Limitations

**We** will not be liable for any Event which happens to **You** unless at the date of such Event **You** are between the ages set out in The Schedule.

- 10. If **You** are aged under 18 years, Event 1 – Accidental Death is limited to \$10,000.
- 11. If **You** suffer an **Injury** which requires physiotherapy or chiropractic treatment(s), **You** must obtain a referral from a legally qualified medical practitioner prior to seeking such treatment(s). Compensation for physiotherapy and chiropractic treatment(s) shall be limited to \$500 in respect of any one **Injury**.
- 12. The premium shown on this Policy is subject to periodic review based on the number of Insured Persons at the commencement of each **Policy Period**.

## Scope of Cover

The Compensation provided will only be payable if an Event listed in this Policy happens to **You** whilst

- (a) **You** are actually engaged in official unpaid voluntary activities authorized and under the control of the Insured; or
- (b) **You** are engaged in necessary direct travel between **Your** normal place of residence or employment and the place of **Your** voluntary activities.

# Table of Events

## Section A – Capital Benefits

The coverage under this Section is included only for the Events specified in The Schedule. The Compensation for these Events shall be payable as a percentage of the Capital Sum Insured specified in The Schedule.

The Events	The Compensation
<b>Injury as defined, resulting in:</b>	
1. Death (Refer to Special Provisions – General, Note 9.)	100%
2. Permanent Total <b>Quadriplegia</b>	100%
3. Permanent Total <b>Paraplegia</b>	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye	50%
6. Permanent Total Loss of use of two limbs	100%
7. Permanent Total Loss of use of one limb	50%
8. Permanent Total Loss of the lens of both eyes	100%
9. Permanent Total Loss of the lens of one eye	50%
10. Permanent Total Loss of hearing in	
(a) both ears	75%
(b) one ear	15%
11. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body	50%
12. Permanent Total Loss of use of four <b>Fingers</b> and thumb of either hand	70%
13. Permanent Total Loss of use of four <b>Fingers</b> of either hand	40%
14. Permanent Total Loss of use of one thumb of either hand	
(a) both joints	30%
(b) one joint	15%
15. Permanent Total Loss of use of <b>Fingers</b> of either hand	
(a) three joints	10%
(b) two joints	7%
(c) one joint	5%
16. Permanent Total Loss of use of <b>Toes</b> of either foot	
(a) all – one foot	15%
(b) great – both joints	5%
(c) great – one joint	3%
(d) other than great, each <b>Toe</b>	1%
17. Fractured leg or knee cap with established non-union	10%
18. Shortening of leg by at least 5 cm	7%
19. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	Per tooth 1%

## Section B – Weekly Injury Benefit

(See Special Provisions – General, Note 2(d))

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

The Events	The Compensation
Injury as defined, resulting in:	
20. Temporary <b>Total Disablement</b> , and <b>You</b> are an <b>Income</b> earner. The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an <b>Elimination Period</b> as specified in the Policy Schedule.	The amount per week specified in the Policy Schedule or <b>Income</b> as defined, whichever is the lesser.
21. Temporary <b>Total Disablement</b> , and <b>You</b> are <u>not</u> an <b>Income</b> earner. The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an <b>Elimination Period</b> as specified in the Policy Schedule.	80% of the actual cost of domestic help certified as necessary for the duration of <b>Total Disablement</b> by a legally qualified medical practitioner <u>OR</u> the maximum amount specified in the Policy Schedule whichever is the lesser.
22. Temporary <b>Total Disablement</b> , and <b>You</b> are a full-time student. The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an <b>Elimination Period</b> as specified in the Policy Schedule.	80% of the actual cost of home tutorial by a qualified tutor which has been certified as necessary for the duration of <b>Total Disablement</b> by a legally qualified medical practitioner <u>OR</u> the maximum amount specified in the Policy Schedule whichever is the lesser.

## Section C – Non-Medicare Medical Expenses

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

The Events	The Compensation
Injury as defined, resulting in:	
23. <b>Injury</b> resulting in <b>You</b> incurring <b>Non-Medicare Medical Expenses</b> .	80% of the actual <b>Non-Medicare Medical Expenses</b> after deduction of recoveries from any other source and deduction of the Excess <u>OR</u> the maximum amount specified in the Policy Schedule, whichever is the lesser.

## Section D – AIG Care Plus Benefits

### 1. Lump Sum Overseas Surgical Benefits for Injury

If an **Insured Person** sustains an **Injury** whilst overseas which directly results in any of the Events listed below, **We** will pay a lump sum benefit as listed:

The Events	Benefit
1. Brain surgery	\$20,000
2. Amputation of a limb	\$20,000
3. Fracture of a limb requiring open reduction	\$5,000
4. Any other surgical procedure performed under general anaesthetic	\$2,500

#### Conditions

1. Cover is only provided under this benefit for surgical procedures undertaken outside of Australia.
2. The maximum Compensation we will pay under this benefit is \$20,000 for any single **Injury**.

#### Exclusions

This Benefit does not apply to any Event arising directly or indirectly out of:

1. Any type of illness, disease, infection or contagion, even if contracted through **Injury**, except that this Exclusion shall not apply to any accidental needle stick injuries, medically acquired infections or blood poisoning.

### 2. Broken Bones

If an **Insured Person** sustains an **Injury** which directly results in any of the Broken Bones listed below as diagnosed by a **Doctor** within 30 days from the date of **Injury**, **We** will pay a lump sum benefit as listed below as a percentage of \$7,500 (maximum benefit):

Broken Bones	Benefit
1. Neck, skull or spine ( <b>Complete Fracture</b> )	100%
2. Hip	75%
3. Jaw, pelvis, leg, ankle or knee ( <b>Complete Fracture</b> or <b>All Other Fractures</b> )	50%
4. (a) Cheekbone, shoulder; or (b) Neck, skull or spine ( <b>Simple Fracture</b> , <b>Hairline fracture</b> or <b>All Other Fractures</b> )	30%
5. Arm, elbow, wrist or ribs ( <b>Complete Fracture</b> or <b>All Other Fractures</b> )	25%
6. Jaw, pelvis, leg, ankle or knee ( <b>Simple Fracture</b> or <b>Hairline Fracture</b> )	20%
7. Nose or collar bone	20%
8. Arm, elbow, wrist or ribs ( <b>Simple Fracture</b> or <b>Hairline Fracture</b> )	10%
(a) Hand, Foot; (b) <b>Finger(s)</b> and Thumb of the same Hand; or (c) <b>Toe(s)</b> of the same Foot	7.5%

#### Definitions

- i. **Complete Fracture** means a fracture in which the bone is broken completely across and no connection is left between the pieces.
- ii. **Hairline Fracture** means mere cracks on the bone.
- iii. **Simple Fracture** means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of the **Doctor** requires minimal and uncomplicated medical treatment.
- iv. **All Other Fractures** means any fracture other than a **Complete Fracture**, **Simple Fracture** or **Hairline Fracture**.

#### Conditions

- i. The maximum Compensation payable for this Benefit is \$7500 for any single **Injury** event.
- ii. **We** will pay for the fracture of a body part listed in the table above only once regardless of the number of fractures sustained to one or more appendages of the same body part of the appendicular skeleton.
- iii. **We** will pay for the fracture of a body part listed in the table above only once regardless of the number of fractures sustained
  - a. to one or more **Fingers** or **Toes** of the same hand or leg
  - b. to one or more ribs
  - c. to one or more vertebra in the spinal column

### 3. Guaranteed Payment Benefit

If an **Insured Person** sustains an **Injury or Sickness** which directly results in Weekly **Injury** under Section B for Event 20, **We** will pay the first twelve (12) consecutive weeks of the applicable Benefit in advance to the **Insured Person** if a **Doctor** certifies with sufficient supporting documentation that due to the severity of the **Injury or Sickness** the total period of the Temporary **Total Disablement** will be a minimum of twenty-six (26) consecutive weeks.

#### Conditions

1. Satisfactory medical evidence needs to be provided by a **Doctor**, certifying that the total period of the Temporary **Total Disablement** will be a minimum of twenty-six (26) consecutive weeks.
2. For this benefit to be payable at the time of the original medical assessment of the **Injury or Sickness**, there must be no possibility of earlier return to work through rehabilitation, provision of light duties with the employer, medical treatments or other means.
3. **We** will require a signed undertaking that if the claim does not run for the advance payment period, the **Insured Person** will refund the portion of the guaranteed payment that they were not entitled to receive.

### 4. Loss of Teeth Benefit

If an **Insured Person** sustains an **Injury** which directly results in the loss of at least 50% of all sound and natural teeth, including capped and crowned teeth but excluding first teeth and dentures, **We** will pay \$250 per tooth, up to a maximum of \$2,000 per single **Injury** event.

For the purpose of this Benefit, a tooth means a sound and natural permanent tooth and does not include first or milk teeth, dentures, implants and dental fillings.

#### Exclusions

This Benefit is not payable for injuries occurring to unsound and/or unnatural teeth or resulting from eating activities (e.g. biting and chewing).

### 5. Accommodation and Transport Expense Benefit

If an **Insured Person** sustains an **Injury** which results in hospitalisation as an in-patient, which is more than 100 kilometres from the **Insured Person's** normal place of residence, **We** will reimburse the actual and reasonable transport and/or accommodation expenses incurred by their Spouse/Partner and/or **Dependant Children** for travel to and from the **Hospital** or to stay with the **Insured Person** during their hospitalisation period, up to a maximum of \$10,000 per single **Injury** event.

### 6. Education Fund Benefit

If the **Insured Person** suffers an **Injury** resulting in a valid claim under Section A – Capital Benefits - Event 1, we will reimburse the actual costs of the current year's school or university fees up to \$5,000 for each surviving Dependant Child, up to a maximum of 3 Dependant Children per **Insured Person**. This benefit has to be claimed within 12 months from the date of Event 1.

### 7. Funeral Expenses Benefit

If an **Insured person** suffers an **Injury** resulting in a valid claim under Section A – Capital Benefits - Event 1, **We** will either reimburse the necessary and reasonable expenses incurred for:

- a. a burial or cremation or
- b. the cost of returning the **Insured Person's** body or ashes to their home town, up to a maximum of \$10,000.

### 8. Independent Financial Advice Benefit

If an **Insured Person** sustains an injury which results in a valid claim under Section A – Capital Benefits – Events 1 - 8, and at **Your** written request, **We** will pay **You** or the **Insured Person** up to a maximum of \$7,500 for the necessary and reasonable expenses incurred for receiving professional financial, taxation and/or investment advice in respect of the benefit paid under Events 1-8, as applicable.

#### Conditions

1. The advice must be provided by a licenced independent financial advisor who is not **Your** employee or a **Relative** of the **Insured Person**.

## 9. Home/Vehicle Modification Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim under Section A – Capital Benefits - Events 2 to 8 that requires the **Insured Person** to modify their car and/or existing residence including but not limited to the installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids necessary for the sole purpose of assisting with their mobility and to perform daily lifestyle activities (i.e. driving, washing, cooking, bathing and dressing), **We** will pay 80% of the cost incurred for such renovations to a maximum of \$10,000.

It is important that **You** tell **Us** if **You** expect to incur costs under this additional benefit before doing so, so that **We** can inform **You** whether **We** agree that they are reasonable.

### Conditions

This Benefit is only payable:

- a. where such modifications are undertaken with the written confirmation of the **Insured Person's** attending **Doctor**; and
- b. in respect of one residence and one personal vehicle only.
- c. if the expenses incurred for modifications and installations are submitted to us within 12 consecutive months from the date a claim is paid under the applicable Event 2 to 8.
- d. if renovations are carried out by a qualified and licensed tradesperson.

## 10. Premature Birth/Miscarriage Benefit

If an **Insured Person** sustains an **Injury** which results in either a premature childbirth (prior to 26 weeks gestation) or miscarriage, as certified by the **Insured Person's Doctor**, **We** will pay a maximum Compensation of \$5,000 per single **Injury** event.

## 11. Spouse/Partner Employment Training Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim under Section A – Capital Benefits - Events 1 to 8, **We** will pay up to a maximum of \$15,000 for actual and reasonable costs incurred for an **Insured Person's** Spouse/Partner to attend training for the purpose of obtaining or refreshing skills to gain employment and/or improve employment prospects within 24 months from the date of **Injury**.

## 12. Unexpired Membership Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim for Events under Section A or for Event 20 under Section B of the Table of Events and where a **Doctor** certifies that the **Injury** prevents the **Insured Person** from continuing their participation in a sport or gym activity for which they have pre-paid an annual membership, association or registration fee, **We** will pay the **Insured Person** a pro-rata refund of the un-refundable portion of such fees paid for the current season or year up to a total maximum of \$3,000.

## 13. Chauffeur Benefit

If the **Insured Person** sustains an **Injury** for which Benefits are payable under Section B – Weekly Benefits - Event 20, **We** will reimburse **You** or the **Insured Person** up to \$100 per day to a maximum of \$2,500 for hiring chauffeur services or a taxi service to and from the **Insured Person's** usual place of work and their usual place of residence if the **Insured Person** recovers sufficiently to return to work but is certified by a **Doctor** as being unable to drive a vehicle or travel on public transport.

## 14. Childcare Benefit

If an **Insured Person** sustains an **Injury** resulting in a valid claim under Section A – Capital Benefits - Events 2 to 10, rendering them unable to care for their **Dependant Children** as certified by their **Doctor** we will reimburse the **Insured Person** the actual expenses up to a maximum of \$500 per week, regardless of the number of **Dependant Children**, necessarily incurred for the services of a registered childcare provider for their **Dependant Child(ren)**.

### Conditions

1. The maximum period this benefit can be claimed for will be 26 weeks and must be incurred within 24 months from the date of the **Injury**.
2. This benefit will only reimburse in respect of additional costs that would not otherwise have been incurred.
3. Any childcare expense subsidy available from the relevant government agencies will be deducted from any benefit payable under this section.

## 15. Corporate Image Protection

If the **Insured Person** sustains an **Injury**, and in **Our** opinion this is likely to result in a valid claim under Section A – Capital Benefits - Events 1 or 2, **We** will reimburse **You** up to a maximum of \$15,000 for any single **Injury** event, for costs (other than **Your** own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media.

### Conditions

1. Costs must be incurred directly in connection with such an **Injury**, to protect and/or positively promote **Your** business and image and are subject to **You** giving **Us** a signed undertaking that any amount paid to **You** will be repaid to **Us** if it is later found that a valid claim did not eventuate.

## 16. Overseas Bed Care Benefit

If an **Insured Person** sustains an **Injury** resulting in them being confined to a **Hospital** bed outside Australia and usual country of residence, under the regular daily attendance and care of a professional carer (not an **Insured Person** or a member of the **Insured Person's** family) directly resulting from a covered **Injury** and certified as necessary by a **Doctor** (not an **Insured Person** or a member of the **Insured Person's** family), for more than Forty Eight (48) consecutive hours, we will reimburse up to \$500 per week (up to a maximum of 26 weeks) that the **Insured Person** remains confined to a bed.

## 17. Rehabilitation Expenses

If an **Insured Person** sustains an **Injury** or **Sickness** which results in a valid claim under Section B – Weekly Benefits - Events 20, **We** will reimburse for the actual costs incurred for tuition or advice from a licenced vocational school to support their return to work, provided such tuition or advice is undertaken with the agreement of the **Insured Person's Doctor** and **You** tell **Us** before **You** incur costs under this additional benefit, so that **We** can inform **You** whether **We** agree that they are reasonable.

Compensation under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of 6 months.

## 18. Escalation Of Claim Benefit

If an **Insured Person** sustains an **Injury** or **Sickness** which results in a valid claim under Section B – Weekly Benefits and where the Compensation was paid for 12 consecutive months, **We** will pay an increase in the Compensation by 5 percent compound per annum for the subsequent 12 consecutive months.

## 19. Spouse And Dependant Children Benefit

If the **Insured Person** sustains an **Injury** whilst at work which results in Event 1(death) under Section A, **We** will pay the following amounts in addition to the **Sum Insured** payable on the life of the **Insured Person**:

- a. Surviving Spouse Benefit – \$5,000.
- b. Dependant Children Benefit – \$5,000 for each **Dependant Child**, up to a maximum of 3 **Dependant Children**.

## 20. Accidental H.I.V. Infection Benefit

If the **Insured Person** accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection as a direct result of:

- a. an **Injury** sustained by a physical and violent bodily assault by another person on the **Insured Person** while they are covered under this Policy; or
- b. the administering of medical treatment provided by a **Doctor** or registered nurse for an **Insured Person's Injury** or **Sickness** during the **Policy Period**,

**We** will pay the **Insured Person** \$25,000.

### Conditions

- (a) Such Compensation will only be payable if the **Insured Person** is positively diagnosed within 180 days of an event specified in 1 or 2 above which gave rise to the H.I.V. infection.
- (b) Compensation shall not be payable unless such event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to **Us** and medical tests are carried out by a **Doctor** as soon as reasonably practicable after the **Insured Person** becomes aware that the event has led to or is likely to lead to that diagnosis.

# Conditions

## 1. Complying with The Policy Conditions

The due observance and fulfilment of the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or by **You** and the truth of the statements and answers in the said Application if any, and in any Applications 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 the **Insured** and/or **You** either in the Application on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim thereunder may give **Us** the rights provided for in the Insurance Contracts Act, including the right to refuse payment of any claim or to avoid the Contract.

## 3. Policy Renewal

This Policy may be renewed with **Our** consent from term to term, by payment of the Premium in advance at **Our** Premium rate in force at the time of renewal.

## 4. Cancellation

- (a) This Policy may be cancelled by **You** at any time by giving **Us** written notice.
- (b) This Policy may be cancelled by **Us** in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984.

When the Policy is cancelled, **We** will refund the proportion of the premium (if applicable) for the unexpired **Policy Period**, after deducting reasonable allowance for **Our** administration costs, Commonwealth taxes and/or charges **We** cannot recover, and benefits already paid or provided under the Policy for the period the Policy was in force.

## 5. Claims Procedure

- (a) Written notice must be given to **Us** at any of **Our** offices in Australia within thirty days after the occurrence of any Event where reasonably practicable or otherwise as soon as is reasonably possible, in respect of which a claim has arisen or may arise.
- (b) All certificates and evidence required by **Us** in relation to the claim shall be furnished at the expense of the **Insured** or any claimant hereunder and shall be in such form and of such nature as **We** shall prescribe.
- (c) **You** shall as often as reasonably required submit to medical examination on **Our** behalf and at **Our** expense.
- (d) **We** shall in the case of **Your** death be entitled to have a post mortem examination at **Our** expense.

## 6. Report of Claim Forms

**We** will, upon receipt of a notice of claim furnish to the claimant such forms as are usually furnished by us for filing Proof of Loss. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in the Policy for filing Proof of Loss, written proofs covering the occurrence, the character and the extent of the loss for which claim is made.

## 7. Proof of Loss

Written Proof of Loss must be furnished to **Us** at **Our** Office in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss within ninety days and in the case of any other claim for loss within ninety days after the date of such loss. Failure to furnish proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided the proof is furnished as soon as is reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

## 8. Time of The Payment of Claim

Compensation payable under this Policy for any loss other than loss for which this Policy provides periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued Compensation for loss for which this Policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of Liability will be paid immediately upon receipt of due written proof.

## 9. Legal Actions

No action shall be brought to recover on this Policy before the expiration of sixty days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought more than three years after the time written Proof of Loss is required to be furnished.

## 10. Subrogation

In the event of any payment under this Policy, **We** shall be subrogated to all the **Insured/Insured Person's** rights of recovery thereof against any person or organisation and the **Insured/Insured Person** shall execute and deliver instructions and papers and do whatever else is reasonably necessary to secure such and enable enforcement of such rights. The **Insured/Insured Person** shall take no action to prejudice such rights.

## 11. Tax Or Imposts

Where the Company is, or believes it will become, liable for any tax or other impost levied by any Commonwealth or State Government, authority or body in connection with this Policy, the Company may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under this Policy in the manner and to the extent the Company determines to be appropriate to take account of the tax or impost.



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