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**Accident & Health International Underwriting Pty Ltd**  
**GROUP PERSONAL ACCIDENT AND/OR SICKNESS POLICY**  
**Product Disclosure Statement (PDS)**

**Accident & Health International (A & H International)**

Accident & Health International Underwriting Pty Limited ABN 26 053 335 952 (AFS licence no. 238261) is an underwriting agency specifically created to offer Personal Accident, Medical and Travel insurance. They have been in operation since March 1998 and act on behalf of Allianz Australia with full authority to quote and issue contracts of insurance, collect premiums and pay claims as agent of Allianz Australia. If you have any queries about this policy you should contact A & H International. Their contact details are at the end of this PDS.

**The Insurer**

The Insurer of the Policy is Allianz Australia Insurance Limited ABN 15 000 122 850 (AFS licence no. 234708). Their contact details are at the end of this PDS. Allianz Australia is a member of the Allianz Group, one of the world's largest insurance and financial service providers.

**What is a Product Disclosure Statement**

This Product Disclosure Statement (PDS) contains information about the policy including the benefits and conditions, your rights as a client and other things you need to know to assist you to make an informed decision when choosing your insurance.

In this PDS:

- 'we', 'our' or 'us' means Allianz Australia Insurance Limited.
- 'you' means the person who will be named in the policy schedule as the insured and any person nominated by you from time to time for the insurance cover selected by you and for which the premium has been paid. The type of cover chosen will be shown on the policy schedule.

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## Choosing The Most Suitable Cover

You can choose one of the following types of insurance cover, which are explained below. The type of insurance cover you choose will be set out on your policy schedule.

### **Group Personal Accident (GPA)**

We will pay you the benefit set out in your policy schedule if you suffer an Injury resulting from an accident during the currency of the policy. The Injury suffered must:

- be one of the type set out in the Insured Events table in this wording, and
- arise within twelve (12) calendar months from the date of the accident.

We will insure you for a period of up to 104 weeks, depending upon your age and the cover you have chosen. The details will be set out on your policy schedule.

We will insure you against Injury for:

- defined events 1-19 in the schedule
- a weekly accident benefit (temporary disablement Events 20 and 21)
- Broken Bones Event 22

There is no cover for Sickness if you insure under a Group Personal Accident policy.

### **Group Personal Accident & Sickness (GPA&S)**

We will insure you for an Injury (as detailed above) and include a weekly Sickness benefit, (Temporary Disablement Events 23 & 24).

We will insure you for a period of up to 104 weeks, depending upon your age and the cover you have chosen. The details will be set out on your policy schedule.

## The Most We Will Pay

The most we will pay for all claims under this Policy during any period of insurance is set out under the Limit of Liability in the policy schedule. Once the Limit of Liability has been paid, you will need to pay us further premium to reinstate the policy cover.

## Key Features of the Policy

The sum insured is the amount we agree to insure you for when you take out the policy as shown on the policy schedule.

If you suffer an Insured Event as a result of an Injury (Events 1-19) then we will pay you a percentage of the sum insured as set out in the Table of Benefits.

As you read the table you need to remember that some words have special meanings and the key ones are:

- **Injury** – means a bodily injury of the type set out in the Table of Benefits. It does not include any disease, Injury or condition that existed before the accident, or any degenerative condition.
- **Sickness** - means an illness or disease which is not a pre-existing condition and which continues for a period of not less than seven (7) days from the date you first seek treatment for the sickness from a legally qualified medical practitioner.
- **Temporary Partial Disablement** – means that you are unable to carry out a major part of your usual employment duties.
- **Temporary Total Disablement** – means that you are unable to carry out any of your usual employment duties.

- **Total Disablement** – means that you are unable to carry out any of your usual employment duties or any other employment for which you are trained or skilled to perform.
- **Permanent** – means that the disablement has lasted 12 consecutive months and there is no hope of improvement
- **Your salary** – means the salary you were guaranteed to earn in the 12 months after the Injury. If you had no guaranteed salary, then we look at the average income you earned in the preceding 12 months. You need to have been employed continuously for a period of at least 3 months.
- **Income** – when you are an employee, income means your gross weekly rate of pay excluding such things as bonuses, overtime or allowances. When you are not an employee, income means any gross weekly income which you have earned by personal effort after deducting any expenses you had while earning the income.
- **Pre-Existing Conditions** – means:  
in respect of Injury, a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of his or her Policy; and  
in respect of Sickness, a condition or side-effect with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of this Policy. If any form of cancer is a pre-existing condition, then there is no cover for cancer or cancer-related conditions. There is no cover for a condition caused by a pre-existing condition.  
Any medical condition that you have suffered from or been treated for, irrespective of whether a complete recover has occurred is still treated as a pre-existing condition.

### Limits On What We Will Pay

1. **The maximum benefit:** The maximum we will pay under either policy is the sum insured set out on the policy schedule. We will pay for only one Insured Event, so if your injuries could fall into more than one of the Insured Events categories listed in this wording, we will pay you for the Insured Event benefit which is the highest.
2. **Temporary Total Disablement Payments:**
  - a. **Disablement lasting less than 7 days:** if you are disabled for less than 7 days, then we will pay you 1/7<sup>th</sup> of the weekly compensation benefit for each day.
  - b. **Reduction of lump sum by weekly payments:** if you receive weekly compensation payments for Insured Events 20 or 21, and it is then decided to provide a lump sum payment for the same Injury, the lump sum payment will be reduced by the amount of compensation already paid to you
  - c. **Payments from Workers' Compensation or other statutory schemes:** if you receive any payments from any workers' compensation or other statutory schemes for the Injury, then any weekly payments made under this policy will be reduced by that amount.
  - d. **Sick leave payments:** no payment will be made under Insured Events 20, 21, 23 or 24 if you are already receiving sick leave payments from your employer for the same Injury or Sickness.
3. **If you are under 18 years of age:** we will only pay you 10% of the amount listed in the table for Insured Events 1 - 19.

### What You Are Not Covered For

There are certain times when there is no cover under either the Group Personal Accident policy or the Group Personal Accident & Sickness policy which means we may refuse to pay your claim.

We do not cover Injury or Sickness which:

1. is deliberately self-inflicted or caused by you, including suicide or attempted suicide whether sane, insane or under any mental distress;

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2. occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority;
  3. results from you engaging in air travel except as a passenger in any properly licensed aircraft;
  4. results from you engaging in or taking part in naval, military or air force service or operations;
  5. results from you engaging in or taking part in or training for professional sports of any kind;
  6. is attributable wholly or partly to childbirth or pregnancy or the complications of these;
  7. occurs as a result of the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
  8. is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
  9. results from a criminal or illegal act committed by you;
  10. results from you being under the influence of alcohol or an illegal drug or there is more alcohol or drugs in your blood than the law permits;
  11. results from you directly or indirectly suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder;
  12. results from any pre-existing condition which is a condition you were aware of or sought treatment for prior to the commencement of the policy;
  13. results from training for or participation in any code of football;
  14. results from losses arising from nuclear, chemical or biological terrorism;
  15. results from racing and/or time trials of any form, other than on foot.

### **The Cost of Your Policy and Paying For Your Insurance**

The cost of your policy will be shown on the quotation provided, once all required information has been received. The cost of your policy is calculated based on age, occupation, claims experience and other information relative to the particular risk. For example, your involvement in an amateur sport such as martial arts.

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

### **Your Duty of Disclosure**

When you apply for insurance you need to tell us certain information which would affect our decision to insure you. If you do not give us this information it may affect your policy. The duty of disclosure appears in full below; please ensure you read this duty.

The duty of disclosure notice will also appear on your renewal invitation and the duty of disclosure also applies to any endorsements or variations you ask for.

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

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You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

### **Non disclosure**

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### **Taxation Implications**

A claim paid in respect of weekly disability benefits is subject to personal income tax. For example, a payment under Insured Event 20 is subject to income tax and it is your responsibility to declare such benefit when completing your usual tax return.

Consult a tax consultant if you have any questions about the particular circumstances.

### **Making A Claim and Your Excess (Deferral Period)**

An excess or deferral period may apply if you make a claim under this policy. An excess is the amount you pay when you make a claim. We may charge an excess depending on your age, occupation and the extent of cover chosen. The amount of any excess will be shown on your policy schedule.

If you need to make a claim please send a written notice of claim to A & H International within 30 days of the date of the Injury or sickness occurring. A & H International will send you a copy of their claim form which will need to be fully completed. We will not be responsible for any payments under the policy unless this form is fully completed and returned. Any costs involved in the collection of information for the form are your responsibility.

You need to ensure that you have seen a qualified medical practitioner as soon as possible after the Injury as your benefits will only be paid from the date you first seek medical attention.

At any time after a claim has been lodged we may:

- request you to undergo medical or related examinations. In the event of death, we may require an autopsy;
- conduct enquiries into the circumstances of the claim;
- request your attending doctor or specialist to provide a progress report.

This will be at our expense.

Any payments under this policy will be to you or, in the event of your death, your legal representative.

### **Cooling-Off**

If you decide that you do not want the policy, you have a cooling off period of 21 days from the date the policy was issued to cancel the policy. You must tell us in writing that you wish to cancel the policy and we will repay the premium.

You cannot use this cooling-off period if the policy has already expired or if you have made a claim under it.

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## Dispute Resolution

We and A & H International will do everything possible to provide a quality service to you. If you have any concern or complaint A & H International staff are always available to listen to you and to help where they can.

If, after talking to a staff member, you wish to take the matter further, A & H International has a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to you within fifteen (15) working days. Please contact the Disputes Resolution Manager – see contact details at the end of this Product Disclosure Statement.

If you are not happy with any decision and it relates to a claim, you may take your complaint to the Insurance Ombudsman Service Limited (IOS), an independent and external dispute resolution body. Access to the IOS process is free of charge to you. In addition, although Allianz Australia is bound by the IOS's decision, you are not and you can pursue the matter elsewhere if you wish. If the dispute relates to Privacy it may be referred to the Privacy Compliance Committee of the IOS.

Please contact A & H International if you would like further information about the IOS or contact:

Insurance Ombudsman Service Limited  
PO Box 561  
Melbourne VIC 8007  
Telephone: 1300 780 808  
Email: [ios@insuranceombudsman.com.au](mailto:ios@insuranceombudsman.com.au)  
Web: [www.insuranceombudsman.com.au](http://www.insuranceombudsman.com.au)

## Privacy

We are committed to protecting your privacy. We use the information you provide us to quote on your application for a policy, to provide the insurance, administer the policy and assess and manage any claims. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy.

If you do not provide us with full information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time. Such application should be directed to A & H International in writing where it will be considered by their internal Privacy Disputes Department.

If you provide us with personal information about anyone else, we rely on you to have their consent if you will be providing their information to us, and that you have told them to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about our Privacy Policy, please visit our website to obtain a copy: [www.acchealth.com.au](http://www.acchealth.com.au)

## Contact Details

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

Telephone: (02) 9251 8700  
Fax: (02) 9251 8755  
Website: [www.acchealth.com.au](http://www.acchealth.com.au)  
Email: [enquiries@acchealth.com.au](mailto:enquiries@acchealth.com.au)

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**The Insurer**

Allianz Australia Insurance Limited  
ABN 15 000 122 850  
AFS Licence No: 234708  
2 Market Street  
SYDNEY NSW 2000

Telephone: 132 664  
Website: [www.allianz.com.au](http://www.allianz.com.au)

This Product Disclosure Statement was prepared on 1<sup>st</sup> September 2007. A&H International are authorised by Allianz Australia Insurance Limited to distribute this Product Disclosure Statement.

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## GROUP PERSONAL ACCIDENT AND SICKNESS POLICY

### YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

### Non disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### IMPORTANT INFORMATION

Accident & Health International Underwriting Pty Ltd (hereinafter called A & H International) gives notice that this contract has been effected under an Authority, given to A & H International by The Company. A & H International has entered into the Contract as an agent of The Company and not an agent of the Insured.

All cover under this Policy is subject to:

1. The Payment of premium;
2. The terms and conditions contained in this Policy Document and in the Schedule;
3. The limits of liability referred to in the Policy.

Subject to the terms, conditions, exclusions and limitations contained in this Policy, this Policy provides cover for Disablement caused by Injury only or by Injury and Sickness and Benefits are payable in the circumstances set out in the Policy. The particular cover which applies to You and which You selected when You applied for this insurance is referred to in the schedule which forms part of this Policy.

If You are not entirely satisfied with this Policy You may cancel it by returning it to Us within twenty-one (21) days of the date of receipt. We will refund Your premium and the Policy will be treated as though it never existed.

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## IMPORTANT DEFINITIONS

For the purpose of this Policy, the following important definitions apply:

DEFERRAL PERIOD is the period stated in the Schedule during which no Benefits are payable for Temporary, Total or Partial Disablement.

SALARY means

1. Your Guaranteed Income for the twelve (12) months following the Injury or Sickness;
2. If You have no Guaranteed Income for the twelve (12) months following the Injury or Sickness, then the average of Your Income (as defined) for the preceding twelve (12) months or over such shorter period provided You have been continuously employed or engaged in Your occupation or business for a period of at least three (3) months.
3. If you do not meet 1 or 2 above, then your salary shall be Nil.

GUARANTEED INCOME means Your Income that you can prove or substantiate.

INCOME means

1. If You are an employee, Your gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances;
2. If You are not an employee, Your gross weekly Income derived from personal exertion after deducting any expenses necessarily incurred by You in deriving that Income.

INJURY means bodily Injury resulting from an accident which is an external event that occurs fortuitously to the Insured Person during the Period of Insurance and results in any of the Insured Events specified in the Table of Benefits within twelve (12) calendar months from the date thereof. Injury does not include:

- a. any consequences of an Injury which are ordinarily described as being a disease including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b. an aggravation of a pre-existing Injury;
- c. any other Pre-Existing Condition;
- d. any degenerative condition.

LOSS OF USE means loss of, by physical severance, or total and permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

PERIOD OF INSURANCE means the period stated in the Schedule.

PERMANENT in relation to disablement means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment, or any other occupation or employment for which You are suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of Your life.

PRE-EXISTING CONDITION means:

1. in respect of Injury:  
a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of his or her Policy.
2. in respect of Sickness:
  - i. a condition or side-effect with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of his or her Policy. If any form of cancer is a Pre-Existing Condition, then there is no cover for cancer or cancer-related conditions.
  - ii. a condition caused by a Pre-Existing Condition.

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

ARRANGEMENT DATE is the date cover was arranged by Us.

SCHEDULE includes any current Schedule or renewal or variation of this Policy.

SICKNESS means illness or disease which is not a Pre-Existing Condition and which must continue for a period of not less than seven (7) days from the date You first sought treatment for the Sickness from a legally qualified medical practitioner.

TEMPORARY PARTIAL DISABLEMENT means disablement which entirely prevents You from carrying out a substantial part of the duties normally undertaken by You in connection with Your usual occupation or employment.

TEMPORARY TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment.

THE COMPANY or We/Our/Us means Allianz Australia Insurance Limited, ABN 15 000 122 850, of 2 Market Street, Sydney, NSW, 2000, Australia, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

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

YOU/YOUR is the Insured Person named in the Schedule. If the Insured is not the Insured Person, then YOU/YOUR in connection with the payment of premium, the General Conditions and receipt of Benefits means the Insured and in connection with the circumstances in which entitlement to Benefits arise means the Insured Person.

## **EXTENT OF COVER**

If, as a result solely and directly of:

1. Injury, You suffer from Temporary Total Disablement or any of the following Insured Events set out in the Table of Benefits;
2. Sickness, You suffer from Temporary Total Disablement;

We will pay the compensation set out in that Table. However, all Insured Events including Disablement must occur within twelve (12) months of the Injury or Sickness (as the case may be).

## **TABLE OF BENEFITS**

### **INSURED EVENTS**

### **THE COMPENSATION being a percentage of the Sum Insured or the Sum Insured stated in the Schedule**

Injury resulting directly in:

1. Death	1. 100%
2. Permanent Total Disablement	2. 100%
3. Permanent and incurable paralysis of all limbs	3. 100%
4. Permanent Total Loss of sight of both eyes	4. 100%
5. Permanent Total Loss of sight of one eye	5. 100%
6. Permanent Total Loss of use of two limbs	6. 100%
7. Permanent Total Loss of use of one limb	7. 100%
8. Permanent and incurable insanity	8. 100%

## TABLE OF BENEFITS

### INSURED EVENTS

### THE COMPENSATION being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

9.	Permanent Total Loss of hearing in		
	a. both ears	9a.	80%
	b. one ear	9b.	20%
10.	Permanent Total Loss of four fingers and thumb of either hand	10.	80%
11.	Permanent Total Loss of the lens of one eye	11.	60%
12.	Permanent Total Loss of use of four fingers of either hand	12.	50%
13.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	13.	50%
14.	Permanent Total Loss of use of one thumb of either hand		
	a. both joints	14a.	30%
	b. one joint	14b.	15%
15.	Permanent Total Loss of use of fingers of either hand		
	a. three joints	15a.	10%
	b. two joints	15b.	7.5%
	c. one joint	15c.	5%
16.	Permanent Total Loss of use of toes of either foot		
	a. all - one foot	16a.	15%
	b. great - both joints	16b.	5%
	c. great – one joint	16c.	3%
	d. other than great, each toe	16d.	1%
17.	Fractured leg or patella with established non-union	17.	10%
18.	Shortening of leg by at least 5cm	18.	7.5%
19.	Permanent Total Disablement not otherwise provided for under Insured Events 9 to 18 inclusive	19.	Such percentage of the Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the compensations provided under Insured Events 9 to 18 inclusive. The maximum amount payable is \$50,000.
20.	Temporary Total Disablement caused directly and solely by Injury	20.	During such Disablement, the Weekly compensation as specified or 85% of Your Salary as defined whichever is the lesser.
21.	Temporary Partial Disablement caused directly and solely by Injury	21.	40% of the amount payable for Insured Event 20.
22.	Broken Bone Benefits caused directly and solely by Injury		
	a. Neck or spine (full break)	22a	\$2,000
	b. Hip, pelvis	22b	\$500
	c. Skull, shoulder blade	22c.	\$200
	d. Collar bone, upper leg	22d.	\$200
	e. Upper arm, kneecap, forearm, elbow	22e.	\$150
	f. Lower leg, jaw, wrist, cheek, ankle, hand, foot	22f.	\$100
	g. Ribs	22g.	\$100
	h. Finger, thumb, toe	22h.	\$50
	Maximum compensation any one accident		\$2,000

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## TABLE OF BENEFITS

### INSURED EVENTS

### THE COMPENSATION

being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

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|--|--|
| 23. Temporary Total Disablement caused directly and solely by Sickness   | 23. During such Disablement, the Weekly compensation as specified or 85% of Your Salary as defined whichever is the lesser |
| 24. Temporary Partial Disablement caused directly and solely by Sickness | 24. 40% of the amount payable for Insured Event 23.  |

### ADDITIONAL BENEFITS

1. Exposure

If as a result of an Injury occurring during the Period of Insurance You are exposed to the elements and suffer from any of the Insured Events set out in the Table of Benefits as a direct result of that exposure, We will pay compensations accordingly.

2. Disappearance

If You disappear following the disappearance, sinking or wrecking during the Period of Insurance of a conveyance in which You were then travelling and Your body has not been found within one (1) year after the date of disappearance, We will pay a compensation on the assumption that You died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance.

### GENERAL CONDITIONS AND LIMITATIONS

1. Compensation shall not be payable for more than one of the Insured Events 1-19 in respect of the same Injury, in which case the highest compensations will be payable.
2. Any compensation payable for Insured Events 1-19 shall be reduced by any sum already paid for Insured Events 20 and 21 in respect of the same Injury.
3. Compensation payable to Insured Persons under eighteen (18) years of age for Insured Events 1-19 shall be 10% of the minimum Sum Insured stated in the Table of Benefits unless otherwise specified.
4. Weekly compensation for Temporary Total Disablement shall be limited to the Sum Insured stated in the Schedule or 85% of Your Salary, whichever is the lesser. If You receive benefits from any other source Our payments will be reduced by those benefits and We will pay the difference up to 85% of Your Salary. If you redeem or commute or settle your entitlement to benefits/income from any other source, Our payments under this Policy will immediately cease.
5. We will pay one-seventh (1/7th) of the Weekly compensation for each day of Disablement where Disablement lasts for less than a week. However, no compensations are payable for Temporary Total Disablement resulting from Sickness unless You have been disabled for not less than seven (7) consecutive days.
6. The Weekly compensation payable for Temporary Total Disablement shall be reduced by the amount of any Workers' Compensation entitlement or any other payment which You are entitled to receive from any insurance policy.
7. No Weekly compensation shall be payable for Disablement during the Deferral Period.

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8. No further compensation will be payable under this Policy and all cover under this Policy will cease if:
- 8.1 You become entitled to the payment of a Sum Insured being 100% of the Sum Insured stated in the Schedule;
  - 8.2 You become entitled to the payment of Weekly compensation for the maximum period stated in the Schedule. The maximum period is one hundred and four (104) weeks from the date you first become entitled to the payment of weekly compensation except for persons sixty (60) years and over where the benefit period is fifty-two (52) weeks. Should You become entitled to weekly compensation at the age of fifty-nine (59) Your benefit period ceases when You turn sixty-one (61). The benefit period ceases at the expiration of the maximum period. The maximum period commences from the time You first sought medical attention following Injury or Sickness.
  - 8.3 You become entitled to both a Sum Insured as stated in the Schedule and Weekly compensations and You are paid 100% of the Sum Insured stated in the Schedule and Weekly compensations for the total period stated in the Schedule.
9. No compensations are payable unless as soon as possible after the happening of any Injury or Sickness You obtain and follow medical advice from a legally qualified medical practitioner. Your benefit commences from the time You first sought medical attention following your Injury of Sickness.
10. You must give Us immediate written notice if You take out any other insurance with any insurer providing for weekly compensations of a similar kind which, together with this insurance, will exceed Your Earnings.
11. Written notice of claim must be given to Us within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.
12. Upon receipt of a notice of claim, We shall submit Our usual claim form for completion. We shall not be liable to make any payment under this Policy unless the claim form is properly completed and all information reasonably required by Us has been furnished at Your expense.
13. The benefits of this policy depend on You or any person covered by this policy giving Us any reasonable information and help We require. This includes giving Us written statements of documents We consider relevant. We may also require You or any person covered by this policy to attend Court to give evidence. You must help Us even when We have paid Your claim. If You do not co-operate Your payments may be suspended.
14. We may at Our own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out. We may also at any time during Your claim ask for further information or appoint a person to conduct further enquiries into the nature and circumstances of the claim.
15. We may request a progressive claim form be completed by Your attending physician or specialist.
16. No action at law shall be brought to recover on this Policy prior to the expiration of sixty (60) days after Our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the date of the Injury or Sickness (as the case may be) giving rise to the claim.
- No action at law or equity shall be brought or maintainable unless and until the parties have first participated in a formal mediation process before a mediator appointed by agreement or failing that by the president of the law society of that state the claimant ordinarily resides. The costs of any mediator shall be borne equally by the parties.
17. This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall retain a proportion of the premium calculated at Our usual short-term rates for the time the Policy has been in force. We may cancel this Policy in accordance with the provisions of the Insurance Contracts Act. Upon cancellation by Us, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.

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18. All cover under this Policy shall cease upon Your attaining the age of sixty-five (65) unless otherwise indicated on the Schedule.
  19. All Weekly compensations shall be paid monthly in arrears.
  20. All compensations shall be paid to You, or in the case of Your death, to Your legal personal representative.
  21. If a sum is shown in the Schedule as being the Aggregate Limit of Liability, We shall not be liable to pay compensations under this Policy totalling in all more than the Aggregate Limit of Liability Sum Insured for all claims arising under this Policy during the Period of Insurance shown in the Schedule, including any current Schedule.
  22. Any claim or benefit paid under this policy will be paid in the same currency as premium quoted.

## **EXCLUSIONS**

No compensations are payable under this Policy for any Insured Event resulting from Injury or Sickness:

1. which is deliberately self-inflicted or caused by You, including suicide or attempted suicide whether sane, insane or under any mental distress;
2. which occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority;
3. which results from You engaging in air travel except as a passenger in any properly licensed aircraft;
4. which results from You engaging in or taking part in naval, military or air force service or operations;
5. which results from You engaging in or taking part in or training for professional sports of any kind;
6. which is attributable wholly or partly to childbirth or pregnancy or the complications of these;
7. which occurs as a result of the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
8. which is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
9. which results from a criminal or illegal act committed by You;
10. which results from You being under the influence of alcohol or an illegal drug or there is more alcohol or drugs in Your blood than the law permits;
11. which results from You directly or indirectly suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder;
12. which results from any Pre-Existing Condition (as defined);
13. where You receive sick leave payments;
14. which results from any code of football.

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15. which results from losses arising from nuclear, chemical or biological terrorism. terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
    - a. influence a government or any political division within it for any purpose, and/or
    - b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose;
  16. which results from racing and/or time trials of any form, other than on foot.

## **GOVERNING LAW AND JURISDICTION**

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

## **NOTICE**

### 1. Code of Practice

Allianz Australia Insurance Limited is a signatory to the General Insurance Code of Practice developed by the Insurance Council of Australia. The aim of the code is to raise the standards of practice and service in the insurance industry. Further information is available on request.

### 2. Dispute Resolution

We will do everything possible to provide a quality service to You, Our customer. However, We recognize that occasionally there may be some aspect of Our service or a decision We have made that You wish to query or draw to Our attention.

Accident & Health International staff are always available to listen to You and to help where they can. If, after talking to a staff member, You wish to take the matter further, We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within fifteen (15) working days.

If You are not happy with Our answer, or We have taken more than fifteen (15) working days to respond, You may take Your complaint to the Insurance Ombudsman Service Limited (IOS), an external dispute resolution body. IOS also has a Claims Review Panel which will adjudicate on claims.

Access to the External Dispute Resolution process is free of charge to You. In addition, although Allianz Australia is bound by the panel's decision, You are not and You have a right to pursue the matter elsewhere if You wish. If the dispute relates to Privacy it may be referred to the Privacy Compliance Committee of the IOS.

We will provide the contact telephone number and address of IOS upon request.

## **YOUR PERSONAL INFORMATION AND PRIVACY**

We ask You only for the information that is necessary for Us to assess Your application. If You do not give Us all the information requested, We may not be able to process Your application. Where any information is optional, this is shown on the form.

We use the information We collect to assess Your application and the risk involved, and to calculate the premium payable.

We may also use the information if, having issued You with a policy, We are processing Your claim and need to check some details.

We will only disclose information about You to third parties if We need to in order to assess claims, or if required by law. This will include checking Your previous claims history with the Insurance Reference Service. We will keep the information about You secure against unauthorised access.

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You have the right to apply for access to personal information held by Us. Such application should be directed to Us in writing where it will be considered by Our internal privacy disputes department. If the information collected is incorrect or inaccurate we will correct it.