



# PERSONAL ACCIDENT INSURANCE POLICY FOR VOLUNTARY WORKERS

## COMBINED PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

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Chartis Australia Insurance Limited (Chartis), ABN 93 004 727 753, AFSL 381686

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

## HOW THIS INSURANCE IS ARRANGED

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This insurance is issued/insured by:

**Chartis Australia Insurance Limited (Chartis)**  
**ABN 93 004 727 753**  
**AFSL 381686**  
**Level 12**  
**717 Bourke Street**  
**Docklands Vic 3008**

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

Chartis prepares this **Product Disclosure Statement**.

## RETAIL CLIENTS

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'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.

Date Prepared: 1 March 2011  
**SO PDS JM 09/01175.1**

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# PRODUCT DISCLOSURE STATEMENT

## 1. WHAT IS THE PRODUCT DISCLOSURE STATEMENT?

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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**'.

## 2. KEY BENEFITS OF YOUR POLICY

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

SECTION	SECTION TITLE	COVER
Section A	Capital Benefits	Injury (as defined) resulting in Events such as death, specified Permanent disability and Permanent total loss, fractured leg and disfigurement due to burns.
Section B	Weekly Injury Benefit	Weekly Injury Benefit for Injury resulting in temporary Total Disablement.
Section C	Non-Medicare Medical Expenses	Compensation for specified Non-Medicare Medical Expenses incurred as a result of Injury.
Section D	Home / Car Renovation Expenses	A benefit where Paraplegia or Quadriplegia cause the need for renovations and /or modifications of the Insured Person's Home or Motor Vehicle.

Details of the key benefits for all sections of cover are contained in the **Policy Wording** under the **TABLE OF EVENTS**.

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**.

## 3. IMPORTANT INFORMATION

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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:

- The **Policy Wording** contains a **Definitions** section on **page 7** and **Conditions** that apply to this insurance at **page 12**.

- **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 9** and '**Special Provisions-Additional Benefits**' on **page 10**.
- 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 7** of the **Policy Wording**.
- 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**.
- **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**.
- 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 9**.

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.

## 4. COSTS

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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**.

## 5. COOLING OFF PERIOD

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If this insurance is purchased by a Retail Client a cooling off period applies.

you have 14 days after the day you receive this Policy to check that the Policy and benefits meet your needs. This is known as the Cooling Off Period. Within this Period you may cancel the Policy and receive the full refund of all premiums paid.

To cancel Your Policy during the Cooling Off Period, please send Us:

- your written Policy request to cancel the Policy; and
- The Policy document.

The Cooling Off Period ceases if you make a claim before the 14 day Cooling Off Period has expired.

## **6. HOW TO MAKE A CLAIM**

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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 original supporting documentation 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.

## **7. CODE OF PRACTICE**

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Chartis 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.

## **8. DISPUTE RESOLUTION**

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We are committed to handling any complaints about our products or services efficiently and fairly.

If You have a complaint:

1. Contact Us on Our dedicated complaints line – 1800 339 669.
2. If Your complaint is not satisfactorily resolved You may request that the matter be reviewed by management by writing to:  
  
The Compliance Manager  
Chartis  
Level 12, 717 Bourke Street,  
Docklands VIC 3008
3. If You are still unhappy, You may request that the matter be reviewed by Our Internal Dispute Resolution Committee ("Committee"). We will respond to You with the Committee's findings within 15 working days.
4. If You are not satisfied with the finding of the Committee, You may be able to take Your matter to an independent dispute resolution body, Financial Ombudsman Service (FOS). This external dispute resolution body can make decisions with which Chartis are obliged to comply.

Contact details are:

Financial Ombudsman Service  
Phone: 1300 78 08 08 (local call fee applies)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

Internet: <http://www.fos.org.au>

GPO Box 3, Melbourne, VIC 3001

## **9. PRIVACY CONSENT AND DISCLOSURE**

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Chartis is bound by the National Privacy Principles that apply to any personal information collected by Chartis.

### **Purpose of Collection**

Chartis collects information necessary to underwrite and administer your insurance cover, to maintain and to improve customer service and to advise you of our products. You have a duty under the Insurance Contracts Act to disclose certain information. Failure to comply with your duty of disclosure or to provide certain information may result in Chartis either declining cover, cancelling your insurance cover or reducing the level of cover.

In the course of administering your policy we may disclose your information to:

- i. the entity to which Chartis is related (whether is Australia or overseas), contractors or third party providers providing services related to the administration of your policy.
- ii. banks and financial institutions for the purpose of processing your application and obtaining policy payments.
- iii. assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim.
- iv. our assistance provider who will record all calls to the assistance service provided under your policy for quality assurance training and verification purposes.
- v. other third parties, including mailing houses and marketing companies, to enable us to advise you of our insurance products and services.

In some circumstances Chartis is entitled to disclose your personal information to third parties without your authorisation such as law enforcement agencies or government authorities.

### **Access to your information**

You may gain access to your personal information by submitting a written request to Chartis.

In some circumstances, Chartis may not permit access to your personal information. Circumstances where access may be denied include where it would compromise the privacy of other individuals, or where it would be unlawful.

### **Complaints**

Chartis has also established an internal dispute resolution process for handling customer complaints.

If you feel you have a complaint about Chartis' compliance with the National Privacy Principles, require assistance in lodging a privacy complaint or you wish to gain access to the information, you may write to The Privacy Manager, Chartis, Level 12, 717 Bourke Street, Docklands VIC 3008, or e-mail [australia.privacy.manager@chartisinsurance.com](mailto:australia.privacy.manager@chartisinsurance.com). Your complaint will be reviewed and you will be provided with a written response. If it cannot be resolved, your complaint will be referred to Chartis' Internal Disputes Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint.

Should your complaint not be resolved by Chartis' internal dispute resolution process, you may apply to the Privacy Commissioner for review of the determination.

### **Consent Acknowledgment**

By providing your personal information to enable completion of the application of insurance (including any associated form) and paying the premium, you consent to the use and disclosure of your personal information stated in the privacy statement above. If you do not wish us to use your personal information to keep you informed of our insurance products and services please contact us and let us know.

# **POLICY WORDING**

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## **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**

### **What You must tell Us**

When answering Our questions, You must be honest and You have a duty under law to tell Us anything known to You, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy, and on what terms.

### **Who needs to tell Us**

It is important that You understand You are answering Our questions in this way for Yourself and anyone else whom You want to be covered by the Policy.

### **If You do not tell Us**

If You do not answer Our questions in this way We may reduce or refuse to pay a claim, or cancel a Policy. If you answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having worked.

## **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 Your body has not been found within one year after the date of the disappearance, sinking or wrecking of the conveyance in which You were traveling at such date, We will assume that You died as the result of Injury and will pay The Compensation specified under Event 1 Section A of this Policy.

## **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. Any loss arising out of any Terrorist Act.
4. (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 licensed aircraft;
5. Deliberately self-inflicted Injury;

6. Pregnancy or childbirth;
7. 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;
8. 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;
9. You engaging in any professional sport;
10. Driving or riding in any kind of race;
11. Any psychological or psychosomatic or mental or nervous condition.

## DEFINITIONS

1. **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.
2. **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, solely, directly and 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.
3. **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.
4. **Permanent** means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement.
5. **Limb** means a hand at or above the wrist or a foot at or above the ankle.
6. **Fingers Or Toes** means the digits of a hand or foot.
7. **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
8. **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.

9. **Paraplegia** means Total and Permanent paralysis of both legs and part or whole of the lower half of the body.
10. **Quadriplegia** means Total and Permanent paralysis of both legs and both arms.
11. **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.

12. **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.
13. **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 recognized by the (relevant) Government as an act of terrorism.

14. **We/Our/Us/ Insurer** means Chartis Australia Insurance Limited (Chartis), ABN 93 004 727 753, AFSL 381686.
15. **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.
2. (a) Compensation shall not be payable for more than one of the Events listed in Section A in respect of the same Injury;  
(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 are entitled to receive:

- (a) weekly or periodical disability benefits under any other policy of insurance; and/or
  - (b) weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body 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 having similar effect; and/or
  - (c) earned income from any other occupation;
- then Compensation payable under Event 20 will be reduced by the amount necessary to limit the total of all payments and/or Compensation to Your Income or the limit stated in the Policy Schedule, whichever is the lesser.
6. 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.
  7. **Aggregate Limit of Liability**  
(a) Except as provided under 7(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.

8. **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.

- 9. If You are aged under 18 years, Event 1 - Accidental Death is limited to \$10,000.
- 10. 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.
- 11. 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.

## **SPECIAL PROVISIONS - ADDITIONAL BENEFITS**

1. **Escalation Of Claim Benefit**

After payment of The Compensation under Section B continuously for 12 months, and again after each subsequent period of 12 months during which Compensation is paid, The Compensation will be increased by 5 percent compound.

## **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
Injury as defined, resulting in:	
1. Death (Refer to Special Provisions – General, Note 9.)	100%
2. Permanent Total Quadriplegia	100%
3. Permanent Total Paraplegia	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 fingers and thumb of either hand	70%
13. Permanent Total Loss of use of four fingers 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 fingers of either hand	
(a) three joints	10%
(b) two joints	7%
(c) one joint	5%
16. Permanent Total Loss of use of toes of either foot	
(a) all – one foot	15%
(b) great – both joints	5%
(c) great – one joint	3%
(d) other than great, each toe	1%
17. Fractured leg or knee cap with established non-union	10%
18. Shortening of leg by at least 5cm	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.

<b>THE EVENTS</b>	<b>THE COMPENSATION</b>
Injury as defined, resulting in:	
20. Temporary Total Disablement, and You are an Income earner. The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an Elimination Period of: (a) The period of time equal to the total of Your accrued sick leave at the time of Injury or any similar entitlements. PLUS (a) The period specified in the Policy Schedule.	100% of the actual loss of or reduction in Income <u>OR</u> the maximum amount specified in the Policy Schedule, whichever is the lesser.
21. Temporary Total Disablement, and You are <u>not</u> an Income earner. The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an Elimination Period as specified in the Policy Schedule.	80% of the actual cost of domestic help certified as necessary for the duration of Total Disablement by a legally qualified medical practitioner <u>OR</u> the maximum amount specified in the Policy Schedule whichever is the lesser.
22. Temporary Total Disablement, and You 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 Elimination Period 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 Total Disablement 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.

<b>THE EVENTS</b>	<b>THE COMPENSATION</b>
Injury as defined, resulting in:	
23. Injury resulting in You incurring Non-Medicare Medical Expenses.	80% of the actual Non-Medicare Medical Expenses 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 – HOME / CAR RENOVATION EXPENSES

Paraplegia or Quadriplegia causing the need for renovations and / or modification of the Insured Person's Home or Motor Vehicle to a maximum of \$1,500.

## 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**

The Policy may be terminated at any time at the request of the Insured in which case We will retain Our short period rate for the time the Policy has been in force. We may cancel the Policy at any time subject to Section 60 of the Insurance Contracts Act 1984.

### 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 in respect of which a claim has arisen or may arise.
- (b) All certificates and evidence required by Us 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. **Tax Or Imposts**

Where the Company is, or believes it will become, liable for any tax or other imposts 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.

