

Personal Accident Insurance

PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

Contents

About Ansvr	3	Claims conditions applicable to this policy	10
Insurance from one of Australia's specialist insurers	3	Fraudulent claims	10
About Ansvr	3	Your responsibility when making a claim	10
Giving back	3	Insurance Coverage	10
Our approach	3	Who is covered	10
About this Product Disclosure Statement (PDS)	3	What is covered	10
Contact us	3	What is not covered	10
Target market determination	4	Insured events	11
Important information	5	Special Provisions applicable to the Table of Benefits	12
Changes to the PDS	5	Automatic Extensions	13
Code of Practice	5	What is covered	13
Cooling off period	5		
Costs	5		
Critical documents	5		
Goods and services tax (GST)	5		
Resolving complaints and disputes	5		
Terrorism	6		
Your duty of disclosure	6		
Your privacy	6		
The Policy: Personal Accident Insurance	7		
The contract between you and Ansvr Insurance	7		
General definitions applicable to the policy	7		
Conditions applicable to the policy	9		
Geographical Limit	9		
Goods and Services Tax	9		
Headings	9		
jurisdiction	9		
jurisdiction	9		
Medical Information	9		
Monthly instalments	9		
Precautions by you	10		

About Ansvar

Insurance from one of Australia's specialist insurers

ABOUT ANSVAR

With 60 years of experience in the Australian insurance industry, Ansvar has become a leading specialist provider of insurance and risk management solutions for the Care Services, Community Services (Not for Profits), Education and Learning, Faith Communities, Arts, Culture and Heritage and Commercial Property Owner sectors.

A highly respected and ethical insurer, Ansvar is owned by the Benefact Group, a leading insurer of heritage, religious and charitable organisations in the UK. Established in 1887, the Benefact Group gives all available profits to good causes. In recent years, the Benefact Group has given €100m to good causes and has committed to giving back €250m to good causes by 2025, truly making a real difference to the world we live in.

Ansvar's Personal Accident insurance policy has been specifically designed to protect your organisation's most valuable assets:

- Category A: Its Volunteers for injury incurred whilst performing volunteer duties.
and/or
- Category B: Its Students/Children and/or Members for injury incurred whilst participating in your activities.

You may select either or both Categories A and/or B. The insured Categories will be shown in your Certificate of insurance.

The amount of the benefits and the circumstances in which they are paid is contained in the Insurance Coverage section starting on page 10.

GIVING BACK

For over 25 years, Ansvar has played a small part in making a positive impact on the world through our Community Education Program (CEP). As part of our mission to give back to the community, Ansvar will continue to donate a percentage of our profits to organisations that provide valuable support to improve and enrich the lives of disadvantaged young Australians, so that they may contribute positively to the community in which they live.

Since starting in 1994, Ansvar's Community Education Program has provided a range of grants contributing over \$15 million to help fund over 100 different charities and not for profit organisations with a focus on supporting the education and life skill development needs of disadvantaged young Australians. Through a program focussed on Empowerment and Education and Outreach and Support, Ansvar has reached and made

a genuine difference to the lives of thousands of young Australians in need.

OUR APPROACH

Service is paramount at Ansvar, and our team is committed to consistently providing the best client experience possible.

Our dedicated Claims team are focused on quickly solving the problems of our clients. With a compassionate approach they are always mindful of the reputation of our clients, particularly when handling sensitive claims.

Because Ansvar understands the varied and vast risk exposure of our clients in our core sectors, we offer expert Risk Management advice and practical solutions to help our clients protect their assets and importantly, their people.

Through our expertise and flexible underwriting approach, Ansvar offers tailored insurance solutions to provide the right cover to suit the unique needs of our client's within our core sectors.

About this Product Disclosure Statement (PDS)

This product disclosure statement (PDS) and policy wording contains two sections:

1. Important Information

Provides general information about your General Public and Product Liability Insurance policy.

2. The Contract between you and Ansvar Insurance

Details the terms and conditions of your General Public and Product Liability Insurance policy.

The financial product offered in the PDS is provided by Ansvar Insurance Limited.

The Table of Contents provides a summary of the content of the PDS. The purpose of this PDS is to assist you to understand your insurance policy and enable you to make an informed choice about your insurance requirements.

The Personal Accident Insurance policy in conjunction with the Certificate of insurance and any endorsements we issue upon acceptance of your proposal, provide a full description of the terms, conditions and limitations of the insurance cover.

You will need to read the entire PDS for a full understanding of these terms, conditions and limitations including the benefits, risks and information about how the insurance premium is calculated.

Please read this PDS before you apply for this insurance. This PDS was prepared June 2023.

CONTACT US

Ansvar Insurance Limited (Ansvar Insurance), ABN 21 007 216 506 is the issuer of this insurance policy. The registered office is Level 5, 1 Southbank Boulevard, Southbank, Victoria. The Ansvar Insurance Australian Financial Services Licence number is 237826.

Call us on 1300 650 540, email us at insure@ansvar.com.au or visit us at www.ansvar.com.au

Target market determination

We have produced a target market determination (TMD) document for this product. The purpose of this document is to provide customers, brokers and staff with the appropriate information to understand the type of businesses this product is designed for, how it is distributed and the approach Ansvar takes to keep it consistent with the likely objectives, financial situations and needs of their customers.

You can access a copy of the TMD for this product on www.ansvar.com.au or contact us for a copy.

Important information

CHANGES TO THE PDS

The information in this PDS and policy wording was current at the date of preparation. We may update some of the information in the PDS, that is not materially adverse to you from time to time, without needing to notify you. You can find out if we have updated the PDS and obtain a copy of any updated information by contact us on 1300 650 540 or visiting our website at ansvar.com.au. We will be pleased to provide you a free paper copy of any updates if you request them.

If it becomes necessary, we will issue a supplementary or replacement PDS.

CODE OF PRACTICE

The General Insurance Code of Practice (the Code) was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain information on the Code and how it assists you by contacting us on 1300 650 540.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Committee please go to the following website insurancecode.org.au.

COOLING OFF PERIOD

We will refund the entire premium you have paid for cover under this insurance policy if you cancel the policy within 21 days of its commencement. To do this, you must advise us in writing and return the Certificate of insurance to your nearest Ansvr Insurance office. The policy will be cancelled with effect from the inception date. You will not receive a refund if you have made a claim or intend to claim under the insurance policy.

COSTS

The premium payable by you for this insurance policy is shown in your Certificate of insurance.

The premium payable will be determined considering factors such as those listed below.

Your premium may alter if you make changes to your insurance cover or your circumstances change during the period of insurance.

RELEVANT RATING	FACTORS WHICH MAY INCREASE YOUR PREMIUM	FACTORS MAY INCREASE YOUR DECREASE YOUR PREMIUM
Capital/Weekly Benefits Limit	Higher Capital/Weekly Benefit	Lower Capital/Weekly Benefit
Deferral Period	Low Period	High Period
Type of Activities	Heavy manual work	Light clerical work
No. of Insured persons	High number of Insured persons	Low number of Insured persons
Claims history	Adverse previous claims	Low number of previous claims
No. of Years in Operation	New business venture with minimal history	Well established business operations with documented history

Premiums and fees are subject to Commonwealth and State taxes and levies which include Goods and Services Tax and Stamp Duty. All are shown in your Certificate of insurance.

CRITICAL DOCUMENTS

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document;
- your current Certificate of insurance;
- endorsements.

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

GOODS AND SERVICES TAX (GST)

This insurance policy has provision for payment of Goods and Services Tax:

- By you in relation to premiums;
- By us in relation to claims.

RESOLVING COMPLAINTS AND DISPUTES

Ansvr Insurance is committed to resolving any complaints in relation to our products, services or handling of personal information.

Our process has three key stages.

1. Talk to us

Discuss your complaint with us by calling 1300 650 540 or sending an email outlining your concerns to insure@ansvar.com.au and one of our team members will assist you. We will acknowledge

Important Information (continued)

receipt of your complaint within one business day. The team member will refer you to a manager if they are unable to resolve the matter for you. If you are not satisfied with the response, please go to step 2.

2. Contact our service centre

You may request a review of your complaint by our Dispute Resolution Committee.

Contact us on 1300 650 540, or by email: insure@ansvar.com.au or post: Ansva Disputes Resolution GPO Box 1655, Melbourne, Victoria 3001. Our service team will contact you if they require further information and they will provide you with an outcome within 30 calendar days of us receiving notice of the complaint. Please ensure you provide us with your preferred contact details.

3. Refer for external dispute resolution

If we are unable to resolve your complaint, you may seek advice from the Australian Financial Complaints Authority (AFCA).

Website: afca.org.au

Phone: 1800 931 678 (free call)

TERRORISM

This policy excludes cover as a result of terrorism.

In the event that bodily injury occurs and is linked to an event declared a terrorism incident by the responsible Government Minister, then you may be afforded protection within the limits of indemnity of this policy by virtue of the *Terrorism and Cyclone Insurance Act 2003* (Cth), including any subsequent amendment, re-enactment, replacement or successor legislation, and any regulations made there under.

A more detailed explanation of the operation of the *Terrorism and Cyclone Insurance Act 2003* (Cth) can be obtained at www.arpc.gov.au.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

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 PRIVACY

Ansva places the highest priority on protecting the privacy of your personal information.

Why we collect personal information

The information we collect is used to assist us to provide our products and services, including to process and settle claims; to manage our relationship with you; and to meet our legislative obligations as an insurer.

If you do not provide the personal information we require, we may not be able to provide you with our products and services.

How we collect personal information

Information is generally collected from you or your insurance broker when you are applying for or enquiring about our insurance products, or when making a claim. We may also collect your personal information from people who are involved in a claim, or assist us in investigating or processing claims.

Who we disclose your personal information to

At times we rely on third party suppliers (agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform specialised activities for us. Your personal information may be provided to them so that they can carry out their agreed activities. They are bound by confidentiality agreements and are prohibited from using the information for any other purpose. These service providers are aware of their obligations under the *Privacy Act 1988* (Cth) and the General Insurance Code of Practice.

We are unlikely to provide your personal information to overseas recipients.

The Policy: Personal Accident Insurance

The contract between you and Ansvar Insurance

In consideration of payment of your premium, and subject to your obligations under this PDS and insurance policy, we will insure you under this policy, and as shown in your certificate of insurance. Your insurance commences from the time we accept your proposal or variation and concludes at 4.00pm local standard time on the dates shown in the Certificate of insurance.

If the terms of this policy are not observed, cover may be reduced or cancelled to the extent that the non-compliance prejudices our interests.

General definitions applicable to the policy

Certain words and phrases that appear in this **policy** in bold italics have special meanings as set out below where used in this **policy**;

accident means a single event that results in **bodily injury** that is both unexpected and undesired by an **insured person**, provided that this shall not include any event that results in sickness or disease

aggregate limit of liability means the amount shown in the **certificate of insurance** which is the maximum amount **we** will pay for any one event or in any **period of insurance**.

aircraft means any vessel, craft or thing made or intended to fly, glide or move in or through the atmosphere or space, or over water, and includes hovercraft.

asbestos means **asbestos**, **asbestos** fibres or any derivatives of **asbestos** including any **product** containing any **asbestos**, **asbestos** fibres or any derivatives of **asbestos**.

benefit period means the maximum number of weeks shown in the **certificate of insurance** and starting with the end of the **deferral period** during which temporary **total disablement** or **partial disablement** benefits are payable.

bodily injury means injury caused solely and directly by an **accident**, including exposure to the elements subsequent to an **accident**, which occurs during the **period of insurance** (but does not include any condition which is also a sickness or disease or any degenerative condition unless caused as a direct result of a **bodily injury**). Provided that the **bodily injury** results solely and independently of any other cause (including pre-existing physical or congenital conditions) and occurs within 12 calendar months from the date of such **accident**.

Capital benefits means the amount shown in **your certificate of insurance** for **capital benefits**.

certificate of insurance means document so named attaching to the **policy** and any further **certificate of insurance** issued subsequently by **us**, extending or varying the **policy** showing;

- i. the selected **insuring clause**/s selected by **you** for insurance under the **policy**;
- ii. the **excess** applicable to each selected **insuring clause** and automatic extension to the selected **insuring clause**;
- iii. any special terms applicable to **your policy**;
- iv. the **limit of liability** and the **aggregate limit of liability** applicable to each **insuring clause**;
- v. the aggregate **policy** limit; and
- vi. the premiums payable for this insurance.

child/children means any person under the age of 18 years officially registered for care with **you**.

deferral period is the period of time shown in the **certificate of insurance** during which no benefits are payable for temporary **total disablement** or temporary **partial disablement**.

direct travel means travel between a **volunteer's** place of residence and his or her place of voluntary work and shall include any minor deviations or interruptions which in no way increase the risk of injury that would have normally arisen had the **volunteer** travelled directly.

excess means the amount **you** must contribute towards a **claim** where specified within this **policy** and/or any endorsement.

illness means a sickness or disease or degenerative condition of any kind.

income means

- For a "salaried **employee**" (not otherwise covered below), their weekly pre-tax **income**, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of 12 months immediately preceding the date of Temporary **Partial Disablement** or Temporary **Total Disablement** (whichever is relevant) or over such shorter period as they have been employed; or
- For a "salary packaged" **employee**, their weekly pre-tax **income** derived from personal exertion (including, but not limited to wages, motor **vehicle** and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances (but excluding bonuses, commissions, overtime payments), averaged over the period of 12 months immediately preceding the date of Temporary **Partial Disablement** or Temporary **Total Disablement** (whichever is relevant) or over such shorter period as they have been employed..
- For a "self employed person", their weekly pre-tax **income** derived from personal exertion after deduction of all expenses incurred in connection with the derivation of that **income**, averaged over the period of 12 months immediately preceding the date of Temporary **Partial Disablement** or Temporary **Total Disablement** (whichever is relevant) or over such shorter period as they have been self-employed.

Insured person means the persons specified in the **certificate of insurance** under Category A and/or B.

limb means an arm at or above the wrist or a leg at or above the ankle whether in the singular or plural.

The Policy: Personal Accident Insurance (continued)

medical practitioner means a person who

- is defined as a **medical practitioner** under the **National Law** or regulations made under **National Law**; and
- is registered under the **National Law** to practice that profession.

member means any person officially registered for membership with **you**.

National Law means the *Health Practitioner Regulation National Law established under the Health Practitioner Regulation National Law Act 2009* (Cth) (as amended or replaced) or equivalent legislation enacted in any state or territory of Australia.

partial disablement means disablement that prevents the **Insured person** from substantially attending to the normal duties of an **Insured person**'s usual occupation as certified by a legally qualified **medical practitioner**.

period of insurance means the time and date cover under this **policy** starts to the time and date cover under this **policy** expires as shown in the **certificate of insurance**.

permanent means lasting in **excess** of 12 calendar months from the commencement of **total disablement** and at the end of that period being considered unlikely to improve and will continue for an indefinite period.

policy means this contract of insurance entered into between **you** and **us**.

student/students means any person officially enrolled for education with **you**.

terrorism act means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of that nation, or in pursuit of political, religious, ideological, ethnic or similar purposes or reasons to intimidate the public or a section of the public of any nation, by any person or groups of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

- Involves force or violence against one or more persons, or threat thereof; or
- Involves damage to property or injuries to persons; or
- Endangers life of persons other than that of the person committing the action; or
- Creates a risk to health or safety of the public or a section of the public; or
- Is designed to interfere with or disrupt an electronic or **computer system**.

total disablement means disablement that entirely prevents the **Insured person** from carrying out all the normal duties of the **Insured person**'s usual occupation, as certified by a legally qualified **medical practitioner**.

volunteer means any person who is legally entitled to be engaged by **you** to work or to provide services to **you** or on **your** behalf for **your** benefit in the carrying out of **your operations** and who receives no remuneration or **compensation** in money or any other benefit for carrying out their duties for **you**.

we, us, our means Ansvar Insurance Limited ABN 21 007 216 506 AFS Licence No 237826.

weekly bodily injury benefits means the amount shown in **your certificate of insurance** for **weekly bodily injury** benefits.

you, your, yours means the company, organisation or person insured and shown in the **certificate of insurance**.

Conditions applicable to the policy

The following conditions apply to this **policy**.

CANCELLATION

You may cancel this **policy** at any time by notifying **us** in writing. If **you** pay **your** premium by monthly instalments, **you** will be required to pay **us** any unpaid instalments that are due up to the date of the **policy** cancellation.

We may cancel this **policy** in accordance with the *Insurance Contracts Act 1984*.

In the event of cancellation, **we** will be entitled to retain premium for the period during which this **policy** has been in force. **We** may also retain any government taxes, duties or levies **we** cannot recover.

If **you** have made a **claim** under this **policy** and **we** have paid or agreed to pay the full **limit of liability** applicable to the **period of insurance** for any cover under a Section of this **policy**, no return of premium will be payable for any unused portion of the **period of insurance** for that cover.

CHANGES

Every change materially affecting the facts or circumstances existing at the commencement of this insurance, or at any subsequent renewal date, must be notified to **us** in writing immediately after such change comes to the notice of the persons, entities or organisations named as the insured in the **certificate of insurance**. **We** will advise **you** in writing if an additional **excess**, additional premium or additional terms or conditions are applied to **your policy**.

To continue to be covered **you** must agree to pay any additional premium **we** may require.

We may also decide to cancel the **policy**, if permitted, in accordance with the provisions of the *Insurance Contracts Act 1984* (Cth) and return any refund of premium to **you**.

If the **insured person** does not notify **us** of a material change, **you** may not be covered under **your policy** or **we** may reduce the amount that **we** are liable to pay **you**.

GEOGRAPHICAL LIMIT

Cover provided under this **policy** is limited to events occurring within the Geographical Limit as detailed within the **certificate of insurance**.

GOODS AND SERVICES TAX

You must inform **us** of the extent to which **you** are entitled to an Input Tax Credit (ITC) for the premium each time that a **claim** is made under this **policy**. No payment will be made to **you** for any GST liability that **you** may acquire on the settlement of a **claim** if **you** have not informed **us** of **your** entitlement or correct entitlement to an ITC.

Notwithstanding anything contained in this **policy**, **our** liability in respect of a **claim** under this **policy** will be calculated taking into account any Input Tax Credit (ITC) to which **you** are entitled for any acquisition relevant to a **claim**, or to which **you** would have been entitled if **you** were to have made the relevant acquisition.

If the **limit of liability** is not sufficient to cover **your** loss, **we** will only pay GST (less any relevant ITC) that relates to **our** proportion of **your** loss. **We** will pay the GST amount in addition to the **limit of liability**, sub **limit of liability** or any sum insured.

For the purposes of this General condition, 'GST', 'ITC', 'acquisition' and 'supply' have the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999*.

HEADINGS

In this **policy**, unless the context otherwise requires, headings are merely descriptive and not to aid interpretation.

JURISDICTION

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

JURISDICTION

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

MEDICAL INFORMATION

No benefit is payable unless the **Insured person** obtains and follows medical advice from a qualified **medical practitioner**. Any benefit commences from the time the **Insured person** first sought medical advice following a **bodily injury** subject always to the applicable **deferral period** as shown in the **certificate of insurance**. The **Insured person** or his/ her legal representative must supply **us** with appropriate supporting medical information from a **medical practitioner** in relation to any **claim** made under this **policy**.

Further, **we** may at **our** own expense arrange for any a medical examination of the injured person when and as often as **we** may reasonably require or arrange for an autopsy to be performed. **We** may also at any time during the **claim** ask for any further information that **we** may reasonably require or appoint a person to conduct reasonable further enquiries into the nature and circumstance of the **claim**.

We may also request a progressive **claim** form be completed by the **Insured person's** attending physician or specialist.

MONTHLY INSTALMENTS

You may pay **your** premium by monthly instalments direct from a financial institution or from **your** credit card. **You** should note that this may incur an additional cost. However, if any monthly instalment is dishonoured by **your** financial institution this **policy** may not operate. **We** may refuse to pay a **claim** in whole or in part if, at the date of a loss or **claim**, any monthly instalment has remained unpaid for at least 14 days, unless **we** have agreed otherwise in writing.

If **we** settle **your claim** by paying the full **limit of liability** of this **policy**, **we** will deduct any outstanding instalments from the amount **we** pay on **your** behalf.

Should the financial institution holding **your** account return or dishonour a direct debit payment due to lack of funds in **your** account, **we** will charge **you** for any direct or indirect costs which **we** incur arising from the payment being returned or dishonoured.

The Policy: Personal Accident Insurance (continued)

PRECAUTIONS BY YOU

You are required to take reasonable and practicable:

- a) precautions to avoid injury to **your** Insured persons by practicing robust risk management which is relevant to **your** activities;
- b) measures to comply with all statutory obligations, regulations and safety requirements imposed by any authority;
- c) measures to ensure that Insured persons are assessed for their ability to undertake the required work or participate in activities;
- d) measures to ensure that Insured persons are not requested to perform work or participate in activities that are clearly beyond their experience and ability.

Claims conditions applicable to this policy

The following conditions (**Claim** conditions) apply to all sections of this **policy**.

FRAUDULENT CLAIMS

As a protection for all insurance policyholders, **we** reserve the right to take legal action against any person who makes a fraudulent **claim**

YOUR RESPONSIBILITY WHEN MAKING A CLAIM

Following any event which results in **bodily injury**, and which may or is likely to give rise to a **claim** under this **policy**, it is **your** responsibility to advise **us** by telephone, email, internet, letter or in person as soon as reasonably possible and promptly provide any information **we** request.

A **claim** form may be sent to **you** to provide the information **we** may require. **You** must complete and return this form with reasonable dispatch.

Insurance Coverage

WHO IS COVERED

We will cover **bodily injury** to persons insured under the following categories if shown in the **certificate of insurance**.

Category A: All **your volunteers**

Category B: All **your students/children** and/or **members**

WHAT IS COVERED

Category A: If during the **period of insurance** and while performing voluntary work for **you** including any **direct travel** to and from the place of work, a **volunteer** suffers **bodily injury** which results in one of the insured events listed in the table of benefits, **we** will pay the **volunteer** the corresponding percentage set out in the table of benefits.

Category B: If during the **period of insurance** and while participating in activities of or receiving services of the **yours**, a **child, student** or **member** suffers

bodily injury which results in one of the insured events listed in the table of benefits, **we** will pay the **child's** parent or guardian, **student** or **member** the corresponding percentage set out in the table of benefits.

WHAT IS NOT COVERED

We will not pay for any **claim** directly or indirectly arising from or connected with:

1. death or **bodily injury** to an **Insured person** caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the **period of insurance**;
2. Highly pathogenic avian influenza in humans; or
 - Any disease(s) determined to be a listed human disease pursuant to subsection 42(1) of the *Biosecurity Act 2015* (Cth), or any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia, including delegated legislation; or
 - Any pandemic or epidemic, as declared as such by the World Health Organisation; or
 - Any mutation of the diseases described in the above

Including any fear or threat thereof (whether actual or perceived) or action taken by a competent public authority in controlling, preventing or suppressing such disease;

3. an **Insured person** who is:
 - intoxicated or under the influence of illegal drugs;
 - taking part in a riot, strike or civil commotion;
 - taking part in naval, military or air force service or **operations**;
 - acting maliciously;
 - participating in racing or training for racing or trialling in or on any motor powered conveyance;
 - engaging in any competitive **professional sporting activities** such as but not limited to football, rugby, soccer, basketball, netball, provided that this exclusion does not apply to amateur/recreational/social games;
 - engaging in any gymnastics, wrestling, underwater activities, mountaineering, cliff or rock-climbing, abseiling, flying fox/giant swings, cycling and mountain bike riding, white water rafting/canoeing (above class 2 rapids), water skiing, power boating, snow skiing/boarding, hunting, polo, snow or ice sports, parachute jumping, sky diving, hang gliding, skateboarding, ice-skating, leap of faith/pamper pole activities, archery, sea-kayaking, paintball/skirmish, fun runs, ropes courses, surfing, horse riding, trail/motor bike riding, four wheel driving, riding or driving in any kind of race, caving, rifle/firearms shooting, quad-bike riding, paragliding, dune buggy riding, vertical and horizontal bungee jumping, hot air ballooning, gladiator games, go-karting, boxing or martial arts;
 - travelling in any unlicensed **aircraft** or flying or engaging in any other aerial activity as part of an **aircraft's** crew.
4. death or **bodily injury** sustained by an **Insured person** whilst:
 - engaged in demolition, erection, construction or structural alteration of **buildings**, bridges, roads, tunnels or dams and/or;

The Policy: Personal Accident Insurance (continued)

- using power equipment, unless it is proven by **you** that such **Insured person** had the necessary skills for and experience to be involved in such activity;
- 5. any type of hernia suffered by an **Insured person**, however caused;
- 6. suicide, attempted suicide or any deliberately self-inflicted **bodily injury**;
- 7. any illegal or criminal act committed by an **Insured person**;
- 8. pregnancy, childbirth, miscarriage or the complications of these conditions;
- 9. any known condition existing prior to commencement of this Section of the **policy**, or aggravation of any such condition or degenerative condition unless such condition has been notified to **us** in writing and accepted by **us** in writing, and **you** agree to pay any extra premium applied by **us**. **Our** decision on acceptance of such conditions shall not be unreasonably withheld.
- 10. death or **bodily injury** which would not have occurred but for the presence of **asbestos**.
- 11. **illness** except where caused directly as a result of the **bodily injury**.
- 12. any death or disablement benefit unless the event occurs within twelve calendar months of the date of the **accident** which caused the event.
- 13. any benefit for the **deferral period** shown in the **certificate of insurance**.
- 14. **total disablement** or **partial disablement** due to **bodily injury** that is not supported by medical certification from a **medical practitioner**.
- 15. any benefits where **you** receive or are entitled to receive **compensation** under workers or transport **accident compensation** legislation or any other insurance **policy** specifically covering the same risk. Provided that this **policy** will provide the difference in benefit where the benefits under this **policy** exceed the other benefits to which **you** are entitled.
- 16. War, civil war, invasion acts of foreign enemies, hostilities or warlike operations (whether declared or not), mutiny, rebellion, revolution, insurrection, uprising, military or usurped power;
- 17. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and/or any self-sustaining process of nuclear fission;
- 18. loss or liability arising directly or indirectly from or based upon or attributable to or in consequence of any **terrorism act**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to a **terrorism act**;
- 19. Sanctions Exclusion - **We** shall not be deemed to provide cover or 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 **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, European Union, United Kingdom or United States of America.

INSURED EVENTS

TABLE OF INSURED EVENTS	TABLE OF BENEFITS
Bodily injury resulting solely and directly and independently of any other cause in:	Benefit payable as a percentage of the Capital Benefits shown in the certificate of insurance
1. Death	100%
2. Permanent total disablement	
3. Permanent and incurable paralysis of all limbs	
4. Permanent total loss of sight of both eyes	
5. Permanent total loss of use of two limbs	
6. Permanent and incurable major brain damage	
7. Permanent total loss of hearing in both ears	
8. Permanent total loss of use of four fingers and thumb of either hand	75%
9. Permanent total loss of use of four fingers of either hand	
10. Permanent total loss of sight of one eye	
11. Permanent loss of use of one hand and one foot	
12. Permanent loss of use of one hand or one foot	
13. Permanent total loss of hearing in one ear	50%
14. Permanent disfigurement from burns to more than 25% of the surface area of the head and neck	
15. Permanent loss of speech	
16. Permanent disfigurement from burns to more than 25% of the surface area of the remainder of the body other than head and neck	30%
17. Permanent loss of use of thumb (two joints)	
18. Permanent partial disablement	25%
19. Permanent loss of use of thumb (one joint)	15%
20. Permanent loss of use of toes (all either foot)	
21. Permanent loss of use of fingers (three joints)	10%

The Policy: Personal Accident Insurance (continued)

TABLE OF INSURED EVENTS	TABLE OF BENEFITS
22. Permanent loss of use of fingers (two joints)	7%
23. Shortening of leg by at least 5cm	
24. Permanent loss of use of big toe (both joints)	6%
25. Permanent loss of use of fingers (one joint)	5%
26. Permanent loss of use of big toe (one joint)	3%
27. Permanent loss of use of toes (each toe – other than big)	1%
28. Fracture to vertebrae (excluding paralysis) that requires surgery	\$5,000
29. Rupture of internal organs (following accident)	
30. Fracture to hip, pelvis, skull	\$3,000
31. Fracture to vertebrae (excluding paralysis) that does not require surgery	\$2,500
32. Loss of testicle	\$2,000
33. Fracture to leg or patella with established non-union	\$1,500
34. Knee injury (ligament)	
35. Fracture to any finger, thumb, toe, hand, foot	\$1,250
36. Fracture to arm, elbow, wrist, ankle, knee, leg (compound)	
37. Fracture to head (any bones other than skull or spine)	\$1,000
38. Fracture to shoulder	\$750
39. Fracture to collarbone, sternum	
40. Fracture to jaw	\$500
41. Fracture to arm, elbow, wrist, ankle, knee, leg	\$350
42. Fracture to cheekbone	\$300
43. Fracture to any finger, thumb, toe, hand, foot	\$250
44. Fracture to ribs	\$200

TABLE OF INSURED EVENTS	TABLE OF BENEFITS
45. Fracture to nose	\$100
46. Loss or damage to permanent (second) teeth	\$500 per tooth, maximum \$3,000 in total
47. Loss or damage to first teeth/milk teeth	\$250 per tooth, maximum \$1,500 in total
48. Temporary total disablement	100% of the weekly bodily injury benefit or 80% of the average weekly income , whichever is the lesser, during the benefit period .
49. Temporary partial disablement	50% of the weekly bodily injury benefit or 50% of the average weekly income whichever is the lesser, during the benefit period

SPECIAL PROVISIONS APPLICABLE TO THE TABLE OF BENEFITS

- For events 1 to 47, the amount payable is the percentage of the **capital benefits** or the maximum benefit amount shown in the **certificate of insurance** against the events or the amount shown in the table of benefits, provided that:
 - the aggregate total of all payments under events 1 to 47 inclusive will not exceed 100% of the **capital benefits** stated in the **certificate of insurance** for any one **Insured person**, any one **bodily injury**
 - any **compensation** paid or payable for events 1 to 47 will be reduced by any **sum** paid or payable for events 48 or 49 in respect of the same **bodily injury**.
- For events 48 and 49 **we** will pay the percentage of the **weekly bodily injury** benefits in accordance with the Table of Benefits provided that:
 - if events 48 and 49 happen to an **insured person** in respect of the same **bodily injury we** will only pay the higher of benefits listed;
 - We** will not make payment for longer in aggregate than the **benefit period** shown in the **certificate of insurance**;
 - We** will not pay for any injured insured who is not engaged in employment, a profession or paid at the time they first suffered the **bodily injury** does not suffer a **loss of income** following his/her **bodily injury**;

The Policy: Personal Accident Insurance (continued)

3. After the **occurrence** and payment of any one of events 1 to 7 which results in benefits being paid in accordance with this table of benefits for any one **insured person** or in the case of event 1, the insured beneficiary, **we** will have no further liability under this insurance **policy** in respect of that particular **Insured person** in respect to the insured event.
4. If, as a result of **bodily injury**, (weekly) bodily injury benefits have been paid under this table of benefits and the **Insured person** suffers a recurrence of **total disablement** or **partial disablement** while this **policy** is in force as a result of the same or a related cause or causes, this subsequent period of **total disablement** or **partial disablement** will be deemed to be a continuation of the prior period of **total disablement** or **partial disablement** and will not be subject to a further **deferral period**. However, if between such periods the **Insured person** has performed the normal duties of his/her usual occupation on a full-time, part-time and/or casual basis for at least six consecutive months, any subsequent period of **total disablement** or **partial disablement** will be deemed to be the result of a new **bodily injury** and subject to a new **deferral period**.
5. Any benefits payable under this **policy** will be reduced by the amount of **compensation** the **Insured person** receives or is entitled to receive in respect of the **bodily injury** under workers or transport **accident compensation** legislation, or other legislative schemes or established funds.
6. **Our** total liability for any one **accident** shall not exceed the amount of the maximum benefit shown in the table of benefits or the maximum **weekly bodily injury** benefit entitlement as shown in the **certificate of insurance**, whichever is the greater.
7. **Our** total liability in respect of all **claims** made under this **policy** during any one **period of insurance** shall not exceed the **aggregate limit of liability** shown in the **certificate of insurance**.

Automatic Extensions

WHAT IS COVERED

1. Exposure and disappearance

We will also pay the percentage shown in the table of benefits for **capital benefits**, **weekly bodily injury** benefits as shown in **your certificate of insurance** if as a result of **bodily injury** the **insured person** is exposed to the elements and as a result of that exposure within 12 months suffers an event set out in the table of insured events.

If the body of an **insured person** is not found within 12 months after disappearance, death will be presumed in the absence of any evidence to the contrary. The capital benefit amount set out in the table of benefits will become payable, subject to a signed undertaking by the beneficiary that, if the **insured person** is subsequently found alive, such death benefit amount shall be refunded to **us**.

2. Emergency Travel/Accommodation Expenses

We will also pay emergency travel, accommodation and other expenses necessarily and reasonably incurred solely and directly as result of **bodily injury** sustained and not recoverable from any other source, but excluding hospital

and/or medical costs where legislation prohibits in Australia the refund of such fees or costs, provided that;

- a. **our** liability for this additional benefit does not exceed \$5,000; and
- b. is subject to the limit for **our** total liability under How much We Will Pay.

3. Domestic Help

We will also pay the cost of domestic help where the where the **bodily injury** suffered by the **insured person** necessitates expenditure for the employment of domestic help including care for **children** or dependents, provided that;

- a. the domestic help is carried out by persons other than **members** of the **Insured person's** family or other relatives or persons permanently living with the **Insured person**;
- b. the requirement for domestic help at home is certified by a duly qualified **medical practitioner** as being essential owing to the nature of the injury for the recovery of the **Insured person**;
- c. no benefit is payable for the first seven days of disablement;
- d. **our** liability for this additional benefit does not exceed \$5,000; and
- e. is subject to the limit for **our** total liability under How much We Will Pay.

4. Weekly child carer's benefit

If **bodily injury** prevents a **child** from attending school and requires a **child** to be cared for at home or elsewhere in accordance with the instructions or professional advice of a qualified **medical practitioner**, **we** will pay either:

- a. loss of **income** incurred by the **child's** parent or guardian if he/she is unable to engage in his/her usual employment in order to care for the **child**, or
- b. the expenses necessarily incurred in engaging a qualified carer during the hours that the **child** would otherwise have attended the school.

provided that:

- a. **we** will not pay more than \$200 for each day that the **child** is unable to attend school;
- b. no benefit is payable for the first three days that the **child** is unable to attend school.
- c. **we** will not pay any benefit during the period that the **child's** parent or guardian is entitled to paid carer's leave from his/her employer.
- d. **we** will not pay any benefits, where the **child** is admitted or being cared for in a hospital.
- e. **our** liability for this additional benefit does not exceed \$10,000; and
- f. is subject to the limit for **our** total liability under How much We Will Pay.

5. Work Transport Benefit

On the **occurrence** of Temporary **Partial Disablement** (Event 49) and in the event that an **Insured person** requires transportation assistance in order to get to and from their usual place of employment or Return To Work Program Assistance **location** due to their disablement, **we** will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum amount of \$50 per day.

The Policy: Personal Accident Insurance (continued)

Transportation assistance must be provided by a licensed public transportation provider, such as a bus, train, taxi, ferry operator or the like. The provider of the transportation cannot be someone who is either related to, or lives with the **Insured person**, provided that:

- a. **our** liability for this additional benefit does not exceed \$6,500; and
- b. is subject to the limit for **our** total liability under How much We Will Pay.

6. Reimbursement of Club Membership Fees

On the **occurrence** of any of the Insured Events 1 to 27 and where an **Insured person** will no longer reasonably derive any benefit from membership of a recreational or professional club or association, **we** will reimburse the **Insured person**, on a pro-rata basis from the date of injury, for a maximum of two memberships, upon actual receipt of tax invoices to a maximum amount \$600 per membership and is subject to the limit for **our** total liability under How much We Will Pay, provided that:

- a. the opinion that the **Insured person** will not derive any benefit from membership is certified by a duly qualified **medical practitioner** owing to the nature of the injury.

7. Indexation to Weekly Benefits after 12 Months

After payment of the benefit amount under Insured Events 48 or 49 continuously for 12 months, and again after for each subsequent period of 12 months for which a benefit is payable, the benefit will be increased by 5% per annum on a compound basis.

8. Return to Work Program Assistance

On the **occurrence** of Insured Event 48 or 49, **we** will reimburse expenses for participation in a return to work program, retraining program, or rehabilitation program by the **Insured person**, provided such participation is undertaken with **our** written consent and the agreement of the **Insured person's** doctor, provided that:

- a. this benefit will be limited to the actual costs incurred by the **Insured person** but not exceeding \$5,000 in total; and
- b. is subject to the limit for **our** total liability under How much We Will Pay.

9. 26 Weeks Guaranteed Up-front Payment

If an **Insured person** sustains a **bodily injury** and is entitled to benefits under insured event 49 and upon receipt of medical evidence from a **medical practitioner** certifying that the total period of Temporary **Total Disablement** will be a minimum of 26 weeks, **we** will immediately pay 26 weeks' benefits as provided for in the **certificate of insurance**.

10. Funeral Costs

If during the insurance period, an **Insured person** sustains an injury resulting in death **we** will also pay in addition to the capital benefit all reasonably incurred charges for the cost of a funeral, provided that:

- a. **our** liability for this additional benefit does not exceed \$5,000; and
- b. is subject to the limit for **our** total liability under How much We Will Pay.

11. Home Tutoring Costs

If an **Insured person** attending school suffers disablement in respect of which **compensation** would have been payable under items 48 and 49 of the Table of Insured Events, except that no **compensation** is payable by reason of special provision 2c, **we** will pay the weekly cost of home tutoring reasonably and necessarily incurred by the **Insured person**, provided that:

- a. the requirement for home tutoring is certified by a duly qualified **medical practitioner** as being essential owing to the nature of the injury for the recovery of the **Insured person**;
- b. the home tutoring is carried out by persons other than **members** of the **Insured person's** family or other relatives or persons permanently living with the **Insured person**;
- c. no benefit is payable for the first 7 days of disability;
- d. **our** maximum liability for this additional benefit is up to \$200 per week for a maximum of 26 weeks; and is subject to the limit for **our** total liability under How much We Will Pay.

12. Home/Car Renovation Benefit

If an **Insured person** suffers a **bodily injury** for which a benefit is payable under the tables in this **policy**, **we** will also pay the cost of modification to their home and/or car modification that is required as a direct result of that **bodily injury**, subject to actual receipt of tax invoices and provided that:

- a. a **medical practitioner** certifies that the modification is required for the **insured person**; and
- b. **our** liability for this additional benefit does not exceed \$15,000; and
- c. is subject to the limit for **our** total liability under How much We Will Pay.

13. Other Out of Pocket Expenses

We will also pay other expenses not otherwise insured under this **policy** and necessarily incurred solely and directly from **bodily injury** sustained and not recoverable from any other source, but excluding hospital and/or medical costs where legislation prohibits in Australia the refund of such fees or costs, provided that:

- a. any **claim** for medical expenses is certified by a **medical practitioner**;
- b. **our limit of liability** for this additional benefit does not exceed \$5,000; and
- c. is subject to the limit for **our** total liability under How much We Will Pay.

any **claim** for medical expenses is subject to an **excess** of \$100.

14. Corporate Image Protection

If an **Insured person** suffers a **bodily injury** whilst engaged in voluntary work for **you** or participating in **your** activities, and in **our** opinion, this is likely to result in a valid **claim** under the **policy** in respect to Events 1 or 2, **we** will reimburse **you** 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. Costs must be incurred within 20 days of, and directly in connection

The Policy: Personal Accident Insurance (continued)

with, such **bodily injury** and must be incurred to protect and positively promote **your** organisation's image.

The maximum amount **we** will pay is \$5,000 subject to the limit for **our** total liability under How much We Will Pay with respect to any one event or set of circumstances and is 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 or will not eventuate.

HOW MUCH WE WILL PAY

For any **Insured person** under the age of 18 years or over the age of 75 years, the maximum **capital benefit** is \$50,000 and the maximum **weekly bodily injury benefit** is \$1,000 or the benefits shown in the **certificate of insurance** whichever are the lesser.

Our total liability for any one **accident** in respect of one **Insured person** shall not exceed the **capital benefits** and/or the **weekly bodily injury benefits** shown in the **certificate of insurance**.

Further, **our** total liability for any one accident for any one **Insured person** in respect to the Automatic Extensions shall not exceed \$20,000.

For all claims resulting from an insured event, **we** will not be liable for any amount in excess of the **aggregate limit of liability** stated in the **certificate of insurance** for all **Insured persons** under this **policy**. In the event that all benefits payable exceed the **aggregate limit of liability**, benefits will be payable in respect of each **Insured person** a pro rata basis.



1300 650 540

www.ansvar.com.au

Ansvar Insurance Limited, Level 5, 1 Southbank Blvd, Southbank, VIC, 3006

ABN 21 007 216 506 AFSL 237826

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