

# Personal Accident Insurance

Product Disclosure Statement



# Contents

## About our Personal Accident Insurance

<b>About Zurich</b> .....	2
<b>How to apply for this insurance</b> .....	2
<b>Our Personal Accident Insurance</b> .....	2
<b>Our contract with you</b> .....	3
<b>Significant issues to consider</b> .....	3
<b>Duty of Disclosure</b> .....	4
<b>Cooling-off period</b> .....	4
<b>How we calculate your premium</b> .....	5
<b>Taxation</b> .....	5
Income Tax.....	5
Goods and Services Tax.....	5
<b>How to make a claim</b> .....	6
<b>Privacy</b> .....	6
<b>General Insurance Code of Practice</b> .....	6
<b>Complaints and Disputes Resolution process</b> .....	6
<b>Headings</b> .....	7
<b>Updating this PDS</b> .....	7
<b>Benefits of cover available</b> .....	8

## Personal Accident Insurance – Policy Wording

<b>Our Agreement</b> .....	9
Definitions.....	9
Limitations of Cover.....	10
General Terms and Conditions.....	10
Exclusions that apply to all Parts.....	11
Claims Procedures.....	11
<b>Cover</b> .....	12
Part A – Accidental Death.....	12
Part B – Personal Accident.....	12
Limitations of Cover – Part B.....	12
Optional Limitation of Cover – Part B.....	12
Part C – Voluntary Workers.....	13
Limitations of Cover – Part C.....	13
Exclusion – Part C.....	13
Extensions of Cover applicable to all Parts.....	13
Accommodation expenses.....	13
Disappearance.....	13
Exposure.....	13
Funeral expenses.....	13
Indexation of weekly benefit.....	14
Modification expenses.....	14
Overseas medical expenses.....	14
Rehabilitation.....	14
<b>Table of Benefits</b> .....	15
Table A.....	15
Table B.....	15

# About our Personal Accident Insurance

## About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507, a subsidiary of Zurich Financial Services Australia Limited (ZFSA). In this document, ZAIL may also be expressed as 'Zurich', 'we', 'us' or 'our'.

ZFSA provides wealth protection and wealth creation solutions, offering general insurance for commercial customers, and life risk, investments and superannuation solutions for corporates and personal customers. Zurich's solutions and services are primarily accessible through insurance brokers, financial advisers and other intermediaries.

ZFSA is part of the worldwide Zurich Financial Services Group, an insurance-based financial services provider with a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

**This Product Disclosure Statement (PDS) is an important document. You should read it carefully before making a decision to purchase this product.**

**This PDS will help you to:**

- **decide whether this product will meet your needs; and**
- **compare this product with other products you may be considering.**

**The information contained in this PDS is general information only. It is important you read your policy to ensure you have the cover you need.**

We sometimes capitalise or italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. You should refer to the Definitions section of this document on page 9 to obtain the full meaning of such terms.

## How to apply for this insurance

Throughout this document when we are referring to your insurance broker or adviser, we simply refer to them as your intermediary.

If you are interested in buying this product or have any inquiries about it, you should contact your intermediary who should be able to provide you with all the information and assistance you require.

If you are not satisfied with the information provided by your intermediary you can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for your personal objectives, needs or financial situation.

## Our Personal Accident Insurance

Zurich Personal Accident Insurance allows you to tailor the cover for your requirements. Cover can be arranged by you (referred to as the *insured*) to cover yourself or some other person (referred to as the *insured person*).

The policy operates 24 hours a day, seven (7) days a week, anywhere in the world. The options can be summarised as follows:

### Accidental Death – Part A

This provides cover for accidental death only as a result of an *accident* occurring anywhere in the world. The cover is subject to specific exclusions, which are set out in the policy. It is also limited by a maximum *sum insured* that you choose. Your *sum insured* is documented in your *schedule* that we will give you.

For a summary of additional benefits available to you, see 'Benefits of cover available' on page 8.

### Personal Accident – Part B

This provides cover for:

- a *capital benefits* payment for an *accident* causing the injuries listed in Table A on page 15;
- total or partial disablement following an *accident*. We pay *weekly benefits*, which are limited to the maximum number of weeks that you select. You can choose from 26, 52 or 104 weeks, but the maximum amount that we will pay for a claim under *weekly benefits* is your total *sum insured* less any *capital benefits* paid.

For a summary of additional benefits available to you, see 'Benefits of cover available' on page 8.

## Voluntary Workers – Part C

This provides cover for your *voluntary worker* for:

- a *capital benefit* payment for an *accident* causing the injuries listed in Table A on page 15;
- total or partial disablement following an *accident*. We pay *weekly benefits*, which are limited to the maximum number of weeks that you select. You can choose from 26, 52 or 104 weeks, but the maximum amount that we will pay for a claim under *weekly benefits* is your total *sum insured* less any *capital benefits* paid.

## Our contract with you

Your policy is a contract of insurance between you and Zurich and contains all the details of the cover that we provide.

Your policy is made up of:

- the policy wording which begins at page 9 of this document. This is common to all customers who buy our Zurich Personal Accident Insurance product. It tells you what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the *proposal*, which is the information you provide to us when applying for insurance cover;
- your most current policy *schedule* issued by us. The *schedule* is a separate document unique to you, which shows the insurance details relevant to you. It includes any changes, exclusions, terms and conditions made to suit your individual circumstances and may amend the policy; and
- any other written change otherwise advised by us in writing (such as an *endorsement* or a supplementary PDS). These written changes vary or modify the above documents.

Please note, only those Parts shown as covered in your *schedule* are insured.

This document is also the PDS for any offer of renewal we may make, unless we tell you otherwise. Please keep your policy in a safe place.

We reserve the right to change the terms of this product where permitted to do so by law.

## Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that you should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to you if you have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of your *sum insured* shown in your *schedule* or some other amount, factor or item specified in the relevant clause or this document.

You should be aware of the following matters in considering whether this product is suitable for your needs.

### Excesses can apply

For each of the available Parts, an excess may apply. An excess is not an additional fee charged by us at the time of making a claim. Rather, it is the uninsured first portion of a loss for which you are otherwise covered, ie. the amount that you must contribute towards each claim.

For the purpose of this policy, an excess is expressed in a number of days and not a dollar amount. The standard excess period is seven (7) days (or a longer period if you choose this, in return for a reduced *premium*) after consulting a doctor before any benefit is payable. There is no entitlement to any benefit for the period of time before consulting a doctor.

The time you will be required to wait will appear on your *schedule*.

### Exclusions

This policy contains a number of exclusions, some of which are common in insurance policies. For example, we may not pay for death, injury or disability arising out of:

- any *illness*;
- any pre-existing medical condition, sickness or disease;
- the *insured person* being in an aircraft unless they are a passenger.

Some of the exclusions may be less common, and as such may be unexpected. For example, this policy excludes cover for death, injury or disability arising from or caused by nuclear fission or nuclear fusion. Please refer to page 11 for the details of this exclusion.

Some may not be relevant to you, however you should make yourself aware of all the exclusions. Please refer to Exclusions that apply to all Parts on page 11, and additional Exclusion – Part C on page 13.

## General Terms and Conditions

General Terms and Conditions applicable to all Parts set out your obligations with which you need to comply. Please refer to page 10. You should read the policy wording and make yourself aware of all the terms and conditions that apply. If you do not meet them, we may be able to decline or reduce the claim payment or cancel your policy.

If you receive a Workers Compensation weekly payment or common law damages for income loss from your employer for the same injury, the amount of the *weekly benefit* payment you receive from us will be reduced by the amount of the Workers Compensation payment or common law damages.

### Make sure you have the cover you need

You should discuss with your intermediary the appropriate amounts and risks for which you need to be insured. If you do not adequately insure for the relevant risks you may have to bear any uninsured losses yourself.

You should also advise your intermediary to notify us as soon as possible, when your circumstances change which are relevant to your policy. For instance, if you change your occupation. If you do not tell your intermediary of these changes, in the event of you suffering an injury your *weekly benefits* may not be adequate to cover your loss, or you may not even have any cover under your policy.

## Duty of Disclosure

Before you enter into this contract of insurance with us, the Insurance Contract Act 1984 requires you to tell us everything which you know, or could be reasonably expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms. The duty of disclosure is different depending on whether it is a new policy or not.

### New Business

Where you are entering into this policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know, or could be reasonably expected to know, in answer to the specific questions we ask.

When answering our questions you must be honest.

- **Who needs to tell us**

It is important that you understand that 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 the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never being in force.

### Renewals, variations, extensions and reinstatements

Once your policy is entered into and is no longer new business then your duty of disclosure to us changes. You are required before you renew, vary, extend or reinstate your policy, to tell us everything you know, or could be reasonably expected to know, which is relevant to our decision whether to renew, vary, extend or reinstate the contract of insurance and, if so, on what terms.

### You do not need to tell us about any matter

- that diminishes our risk;
- that is of common knowledge;
- that we know or should know as an insurer; or
- that we tell you we do not need to know.

### If you do not tell us

- If you do not comply with your duty of disclosure we may reduce or refuse to pay a claim or cancel your policy. If your non-disclosure is fraudulent we may treat this policy as never being in force.

## Cooling-off Period

After you apply for a Zurich product and you have received the policy document, you have 21 days to check that the policy meets your needs. Within this time you may cancel the policy and receive a full refund of any *premiums* paid, unless:

- you have made a claim or become entitled to make a claim under your policy; or
- you have exercised any right or power you have in respect of your policy or the policy has ended.

Your request will need to be in writing and forwarded to us via your intermediary or to the address shown on the back cover of this document.

You can cancel your policy at any time after the cooling-off period. Please refer to 'Cancellation' under General Terms and Conditions applicable to all Parts on page 10.

## How we calculate your premium

The amount of your *premium* is determined by taking a number of different matters into account. You can seek a quote at any time.

It is important for you to know in particular that the *premium* varies depending on the information we receive from you about the risk to be covered by us. The higher the risk is, the higher the *premium* will be. Based on our experience and expertise as an insurer, we decide what factors increase our risk and how they should impact on the *premium*. Each insurer can do this differently.

In this product the factors including the following are taken into consideration:

- your occupation;
- type of cover taken (e.g. Death only, Personal Accident);
- Benefit Limits chosen;
- any additional excess you nominate to pay or wait above our basic excess. This means that when you purchase a policy you may elect to take a higher excess in the event of a claim, which will reduce the cost of your *premium*. If you are interested in this, you should ask your intermediary to supply you with quotes based on differing amounts of excesses.

Your intermediary can arrange for you to be provided with a quote for a *premium*. You will need to give your relevant personal details to your intermediary at this time to enable us to calculate your *premium*.

Another important thing to know is that your *premium* also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to your policy. These amounts will be set out separately on your *schedule* as part of the total *premium* payable.

### **How and when you pay your premium and what happens if you don't pay?**

Premiums are charged and are payable on a yearly basis. Your intermediary can also tell you what other methods are available to make your *premium* payments.

Your intermediary should send you an offer of renewal of your insurance once a *year*, before your current *period of insurance* expires. If you do not pay your *premium* when due, your policy may lapse after 30 days and you will not be covered. You may be able to reinstate your policy after it lapses, but you must submit an application to us, which is subject to our reassessment of your personal circumstances at the time of application.

## Taxation

The following taxation information is a guide only and is based on the current law and its interpretation. Your individual circumstances will be important to and may affect the tax treatment of any *premiums* you pay or benefits you receive. You should consult your tax adviser regarding your individual circumstances.

### **Income Tax**

If you choose to receive *weekly benefits* only, the *premium* you pay will be tax deductible. *Premium* will also be deductible for any policy you have taken out for a revenue purpose, for instance, to cover your expenses or lost profits in the event of an injury to your employees. However, if you choose to receive *capital benefits* only, and you do not have a revenue purpose, the *premium* you pay will not be tax deductible.

If you choose to receive both *weekly benefits* and *capital benefits*, you will be entitled to a deduction for the portion of the *premium* you pay to receive *weekly benefits*. Contact your intermediary to discuss what portion of your *premium* you will be able to deduct.

Any *weekly benefits* you receive will be assessable to you and will be subject to tax at your marginal income tax rate. Any benefits received under a policy you took out for a revenue purpose will also be assessable. However, any *capital benefits* you receive, or payment for accidental death received by your estate, will generally not be taxable. No tax will be payable on a *capital benefit* received by your relatives, or on a payment for accidental death received by a person who is your beneficiary under the policy, provided that person did not acquire the rights under the policy for money or other consideration.

### **Goods and Services Tax**

Generally, you will not be required to pay Goods and Services Tax (GST) on any benefits you receive under your policy. However, you must advise us if you are entitled to claim an input tax credit in relation to any GST payable on your *premium* and the extent of that entitlement. If you do not provide this information to us, you may be liable to pay an amount of GST on benefits you receive.

If you are registered for GST, any payment we make for Funeral expenses, Overseas medical expenses, Modification expenses or Accommodation expenses will be reduced by the amount of any input tax credit you or another person are entitled to for those expenses.

## How to make a claim

If you need to make a claim against this policy, please refer to Claims Procedures on page 11. If you have any queries, please contact your intermediary as soon as possible, or call us on 132 687.

## Privacy

The National Privacy Principles, under the Privacy Act 1998, regulate the way in which private sector organisations like Zurich can collect, use, store and disclose your personal information.

We collect personal information about you in order to assess your request for insurance and to administer the policy. You can elect not to provide us with your personal information however we may then not be able to process your application for insurance, we may not be able to process your claim or you may breach your Duty of Disclosure.

In some circumstances, we may collect and/or disclose your personal information (other than sensitive information such as health information) to a third party such as your intermediary, our service providers and our business partners. A list of service providers and business partners that we may disclose your personal information to and for further information on our Privacy Policy, please refer to the Privacy link on our homepage – [www.zurich.com.au](http://www.zurich.com.au).

By providing us with your personal information, you consent to us disclosing your personal information for these purposes.

In most cases, at your request, we will give you access to the personal information we hold about you. In some circumstances we may charge a fee for giving you access, which will vary but will be based on our costs.

If you would like to find out more, you can contact us by telephone on 132 687 or email at [Privacy.Officer@zurich.com.au](mailto:Privacy.Officer@zurich.com.au) or in writing to:

The Privacy Officer  
Zurich Australian Insurance Limited  
PO Box 677  
North Sydney NSW 2059

## General Insurance Code of Practice

As a member of the Insurance Council of Australia Limited, we subscribe to the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The Code aims to:

- constantly improve claims handling in an efficient, honest and fair manner;
- build and maintain community faith and trust in the financial integrity of the insurance industry; and
- provide helpful community information and education about general insurance.

## Complaints and Disputes Resolution process

If you have a complaint about an insurance product we have issued or service you have received from us, please contact your intermediary to initiate the complaint with us. If you are unable to contact your intermediary, you can contact us directly on 132 687.

We will respond to your complaint within 15 working days. If you are not satisfied with our response, you may have the matter reviewed through our internal dispute resolution process, which is free of charge.

If you are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, you may refer the matter to the Financial Ombudsman Service (FOS), an independent and external dispute resolution scheme.

The FOS is free of charge to you but can only be accessed after you have gone through our internal disputes resolution process. FOS contact details are:

The Financial Ombudsman Service  
Post: GPO Box 3, Melbourne, Victoria 3001  
Freecall: 1300 78 08 08  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

## Headings

Headings have been included for ease of reference, but do not form part of the policy.

## Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting your intermediary or us by using our contact details on the back cover of this PDS. Please note that we may also choose to issue a new or supplementary PDS in other circumstances.

# Benefits of cover available

The following is a summary of the major benefits of covers available under the policy. Please refer to all Parts for full details of coverage and applicable terms and conditions.

Types of Covers available	Benefits of Cover available	page no
Part A – Accidental Death	We will pay the <i>sum insured</i> for accidental death to the estate of an <i>insured person</i> who dies anywhere in the world	12
Part B – Personal Accident	Following an <i>accident</i> causing injury to an <i>insured person</i> , we will pay a <i>weekly benefit</i> payment and where applicable a <i>capital benefit</i> payment	13
Part C – Voluntary Workers	Following an <i>accident</i> causing injury to a <i>voluntary worker</i> , we will pay either a <i>capital benefit</i> payment or a <i>weekly benefit</i> payment	13
<b>Optional Limitation of Cover – Part B</b>		
Outside Working Hours only	Reduces cover from the standard 24 hour protection	12
<b>Extensions of Cover – All Parts</b>		
<b>Benefits in addition to the Sum Insured</b>		
Accommodation expenses	As a result of an <i>accident</i> and the <i>insured person</i> requires to be an in-patient of a hospital, and that hospital is more than 150 kilometres from the <i>insured person's</i> home we will pay up to a maximum of \$5,000 in any one <i>period of insurance</i> for reasonable accommodation costs incurred by the spouse and children	13
Disappearance	If the <i>insured person</i> is travelling in a conveyance that disappears, sinks or is wrecked and the body has not been found within one <i>year</i> , it will be presumed that the <i>insured person</i> suffered injury by <i>accident</i> causing death	13
Exposure	If during the <i>period of insurance</i> an <i>insured person</i> is exposed to the elements as a result of an <i>accident</i> and within twelve (12) months of that <i>accident</i> they suffer from either a <i>capital benefit</i> or <i>weekly benefit</i> as a direct result of that exposure, they will be deemed covered for the purpose of this policy from the date of that <i>accident</i>	13
Funeral expenses	\$10,000 for funeral expenses where the death of an <i>insured person</i> is covered by this policy	13
Indexation of weekly benefit	the <i>weekly benefit</i> will be increased during each period of such total disablement or partial disablement as the case may be at 6 monthly intervals from the date of the first payment, by the lesser of 3% or the Australian Consumer Price Index	14
Modification expenses	Up to a maximum of \$10,000 for the <i>insured person</i> modifying their home, motor vehicle or relocating the <i>insured person</i> to a suitable home after a 100% <i>capital benefit</i> is payable (other than death)	14
Overseas medical expenses	Up to a maximum of \$5,000 for medical, emergency dental treatment, surgical and nursing fees, ambulance, hospital and nursing home charges incurred in countries which are not part of the Australian Government Reciprocal Health Care Agreement following an <i>accident</i> occurring overseas	14
Rehabilitation	If the <i>insured person</i> suffers total disablement for a period in excess of 26 consecutive weeks as a result of an <i>accident</i> we will pay from the 27th week of such total disablement a rehabilitation benefit equal to 50% of the <i>weekly benefit sum insured</i> specified in the <i>schedule</i>	14
<b>Tables of Benefits</b>		
Table A – Capital Benefits	Table A – shows the percentage of the total <i>sum insured</i> payable in respect to an injury which is covered by this policy	15
Table B – Weekly Benefits – Accident	Table B – shows the disability percentage payable in respect to 'Total disablement' and 'Partial disablement'	15

# Personal Accident Insurance – Policy Wording

## Our Agreement

Subject to the terms and conditions contained in this policy, and after you have paid or agreed to pay us the *premium*, we will insure you against an *accident* or any liability incurred as described, occurring anywhere in the world during the *period of insurance*.

## Definitions

The following definitions shall apply to these words when used in your policy.

### Accident

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

### Capital benefit

*capital benefit* means the amount specified in the *schedule* as the Capital Benefits.

### Complete fracture

*complete fracture* means a fracture in which the bone is broken completely across and no connection is left between the pieces.

### Endorsement

*endorsement* means an individual document that we give you that attaches to and forms part of your policy. This document varies the terms and conditions of your policy.

### Excess

*excess* means the waiting period expressed in days before we make a payment. The amount of the relevant excess is shown in your *schedule* or in this policy document.

### Illness

*illness* means any sickness or disease, which first becomes apparent during the *period of insurance*.

### Insured

*insured* means you, your or any person named as the Insured in your *schedule*.

### Insured person

*insured person* means any person shown in the *schedule* as an Insured Person.

### Insured person's occupation

*insured person's occupation* means the *insured person's* usual business or occupation immediately prior to an *accident*.

### Period of insurance

*period of insurance* means the dates over which your insurance cover is valid, as shown in your *schedule*, subject to the policy terms and conditions.

### Premium

*premium* means the amount(s) shown in your *schedule* that you have to pay for the cover we provide which is inclusive of all charges. These charges are stamp duty, GST and any additional government charges.

### Proposal

*proposal* means the document you complete to apply for this insurance.

### Schedule

*schedule* means the most current policy schedule issued by us. This is a separate document unique to you, which shows the insurance details personal to you. It includes any changes, conditions and exclusions made to suit your individual circumstances and may amend the policy document.

### Simple fracture

*simple fracture* means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a doctor requires minimal and uncomplicated medical treatment.

### Sum insured

*sum insured* means the amount for which you are insured, as shown in your *schedule* or stated within the policy document.

### Voluntary worker

*voluntary worker* means any voluntary worker, director or committee member of the *insured* shown in the *schedule*.

### Weekly benefits

*weekly benefits* means the amount specified in the *schedule* as Weekly Benefits.

### Year

*year* means a period of 365 consecutive days or 366 consecutive days in a leap year.

## Limitations of Cover

The cover provided by your policy is limited by the Limitations of Cover shown in the relevant Parts and the Exclusions that apply to all Parts.

## General Terms and Conditions

The following general terms and conditions apply to your policy:

### 1. Precautions

You must take all reasonable care to prevent or minimise loss, damage, injury, *illness* or liability, including your compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

### 2. Medical examination

We shall be entitled at our expense to have any *insured person* or *voluntary worker* medically examined or in the event of death, a post mortem examination carried out. We will give the *insured person*, *voluntary worker* or their legal representative reasonable notice of the medical examination.

### 3. Cancellation

- (a) You may cancel this policy at any time by notifying us in writing.
- (b) We may cancel this policy by notifying you in writing, if you are in breach of any of the terms or conditions, or for any other reason available at law.

Notice of cancellation has the effect of cancelling this policy at 4.00pm on the 30th business day, after the day on which notice was sent to you.

- (c) (i) After cancellation by you, we will be entitled to retain:
  - (1) the pro rata *premium* for the period during which the policy has been in force; and
  - (2) any tax or duty paid or owing for which we are unable to obtain a refund.
- (ii) After cancellation by us, you will be entitled to a refund on a pro rata basis in relation to the unexpired *period of insurance*.

### 4. Fraudulent claims

If you or any party covered by your policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.

### 5. Other insurance and contribution

When you make a claim on your policy you must also supply us with written details of all other policies that may also pay or partially pay that claim.

### 6. Alteration of risk

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage, injury, *illness* or liability.

### 7. Notifications

All notices and communications to us must be made or confirmed in writing by you and sent to the office where your policy was issued or your intermediary. Other forms of communication will not be acted upon by us until confirmed in writing by you.

### 8. Proper law and Jurisdiction

- (a) The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with Australian law.
- (b) In the event of any dispute arising under this policy, including but not limited to its construction and/or validity and/or performance and/or interpretation, you will submit to the exclusive jurisdiction of any competent Court in the Commonwealth of Australia.

## Exclusions that apply to all Parts

We will not pay an *insured person* or their estate any benefits if death, injury or disability arises from or is caused by:

1. any injury deliberately inflicted by or on behalf of the *insured person*;
2. the *insured person* taking poisonous substances or drugs, unless these are taken or administered on medical advice;
3. the *insured person* driving a motor vehicle whilst having a percentage of alcohol in their breath or blood in excess of that permitted by law;
4. the *insured person* being in an aircraft, unless they are a passenger;
5. the *insured person* training or engaging in a sport from which they derive an income;
6. any pre-existing medical condition, sickness or disease;
7. any sexually transmitted or transmissible disease;
8. any *illness*;
9. war, hostilities whether war is declared or not, acts of foreign enemies, rebellion, revolution, civil war, invasion, insurrection or the use of military or usurped power;
10. any order of any Government, Public or Local Authority involving the confiscation, nationalisation, requisition, damage or destruction of any property unless such destruction was undertaken to reduce the spread of fire;
11. radioactivity or any radioactive substances;
12. nuclear fission or nuclear fusion.

## Claims Procedures

### 1. In the event of a claim

Following an *accident* causing injury or disability to an *insured person*, or following an *accident* causing injury to a *voluntary worker*, the *insured person* or the *voluntary worker*, as the case may be, must promptly:

- (a) obtain and follow medical advice from a qualified medical practitioner; and
- (b) obtain a certificate from a qualified medical practitioner confirming the nature and extent of the injury or disability.

### 2. How to make a Claim

To make a claim under your policy, you must:

- (a) tell us what happened immediately. You can contact us on 132 687 or contact your intermediary, as soon as practicable (but definitely within two 2 weeks);
- (b) complete our claim form and send it to us promptly if we request it;
- (c) provide any other information or help which we may request to support your claim.

After you have made a claim under your policy, we have the sole right to act in your name and on your behalf to negotiate or settle any claim. If we do this, it will be at our expense.

You must give us all the help and information we need to pursue these claims.

### 3. After your claim is accepted

After we have paid a claim under your policy, either in total or in part, we have the right to take over any legal right of recovery which you have. If we do this, it will be for our benefit and at our expense (if you have been fully reimbursed). You must provide full cooperation.

#### 4. Payments in respect of Goods and Services tax

When we make a payment to you or on your behalf, under your policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

When we make a payment to you or on your behalf, under your policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or supply.

#### 5. Progress payments

If we have agreed that a claim is covered by your policy we will make reasonable progress payments.

## Cover

### Part A – Accidental Death

This Part A – Accidental Death only forms part of your policy when Accidental Death Only is shown in the *schedule* and is limited to the *period of insurance* indicated.

We will pay the *sum insured* for accidental death shown in the *schedule* to the estate of an *insured person* who dies anywhere in the world.

Provided that the death of the *insured person* results from an *accident* and:

1. is not contributed to by any cause that is not covered by Part A;
2. the *accident* happens during the *period of insurance*; and
3. death happens within a *year* of the *accident*.

### Part B – Personal Accident

This Part B – Personal Accident only forms part of your policy when Personal Accident is shown in the *schedule* and is limited to the *period of insurance* indicated.

Following an *accident* causing injury to an *insured person*, we will pay to that *insured person* or their estate the amount indicated in the Table of Benefits.

Provided that the injury:

1. is not contributed to by any cause that is not covered by Part B;
2. happens during the *period of insurance*;
3. becomes apparent within a *year* of the *accident*; and
4. is of a type shown in the Table of Benefits, or causes a disability shown in the Table of Benefits.

### Limitations of Cover – Part B

#### 1. Excess

We will not pay any *weekly benefits* for the excess period shown in the *schedule*.

#### 2. Benefits limits

- (a) *capital benefit* payments are limited to one payment for injury or disability arising from any one *accident*; and
- (b) *weekly benefit* payments are limited to the Benefit Period shown in the *schedule* for any one *accident*.

#### 3. Maximum amount payable

The maximum amount payable under Part B, during the *period of insurance*, for all injury or disability that occurs shall not exceed the *capital benefit sum insured*.

### Optional Limitation of Cover – Part B

#### Outside Working Hours only

If Outside Working Hours only is shown in the *schedule*, then we will not pay for any injury or disability when an *insured person* is entitled to receive compensation for or benefits under any legislation that deals with the injury, disablement or *illness* of workers or employees.

## Part C – Voluntary Workers

This Part C – Voluntary Workers only forms part of your policy when Voluntary Workers is shown in the *schedule* and is limited to the *period of insurance* indicated.

Following an *accident* causing injury to a *voluntary worker* we will pay to that *voluntary worker*, or their estate the amount indicated in the Table of Benefits.

Provided that the injury:

1. is not contributed to by any cause that is not covered by Part C;
2. becomes apparent within a *year* of the *accident*;
3. is of a type shown in the Table of Benefits, or causes a disability shown in the Table of Benefits; and
4. happens during the *period of insurance* while the *voluntary worker* is:
  - (a) engaged in voluntary work that is officially organised by or under the control of the Insured shown in the *schedule*; or
  - (b) engaged in necessary travel to and from, or during such voluntary work.

## Limitations of Cover – Part C

### 1. Excess

We will not pay any *weekly benefits* for the excess period shown in the *schedule*.

### 2. Benefit limits

- (a) *capital benefit* payments are limited to one payment for injury or disability arising from any one *accident*.
- (b) *weekly benefit* payments are limited to the Benefit Period shown in the *schedule* for any one *accident*.

### 3. Maximum amount payable

The maximum amount payable under Part C, during the *period of insurance*, for all injury or disability that occurs shall not exceed the *capital benefit sum insured*.

### 4. Exclusions

Cover is further limited by the Exclusions applying to all Parts and the Exclusion that applies to Part C.

## Exclusion – Part C

### 1. Children under the age of 15

We will not pay any benefits to children who are less than 15 years of age at the time of the *accident*.

In addition to this exclusion, please refer to the Exclusions that apply to all Parts.

## Extensions of Cover applicable to all Parts

In addition to the *sum insured*:

### 1. Accommodation expenses

If the *insured person* reasonably needs to be admitted as an in-patient of a hospital, which is more than 150 kilometres from the *insured person's* home, we will pay the reasonable accommodation costs incurred for his or her spouse and children up to a maximum amount of \$5,000 in total during any one *period of insurance*.

### 2. Disappearance

If the *insured person* is travelling in a conveyance that disappears, sinks or is wrecked and the body of the *insured person* has not been found within one *year* that from date, it will be presumed that the *insured person* suffered injury by *accident* causing death at the time of such disappearance, sinking or wrecking, provided that the circumstance do not fall within any exclusion contained within this policy.

However, if the *insured person* is later found alive, you must repay any *sum insured* or benefit paid to you.

### 3. Exposure

If during the *period of insurance* an *insured person* is exposed to the elements as a result of an *accident* and within twelve (12) months of that *accident* they suffer from either a *capital benefit* or *weekly benefit* as a direct result of that exposure, they will be deemed covered for the purpose of this policy from the date of that *accident*.

### 4. Funeral expenses

We will pay \$10,000 for funeral expenses where the death of an *insured person* is covered by this policy.

## 5. Indexation of Weekly Benefit

When a *weekly benefit* is specified in the *schedule* is payable, the *weekly benefit* will be increased during each period of such total disablement or partial disablement as the case may be at 6 monthly intervals from the date of the first payment, provided that the period of disablement is uninterrupted and has continued for a period in excess of 6 calendar months.

The increase will be the lesser of:

- (a) 3%; or
- (b) the percentage increase, if any, by which the index figure of the Australian Consumer Price Index last published by the Australian Bureau of Statistics exceeds the index figure published in the previous quarter.

If the Consumer Price Index movement is negative, there will be no increase to the *weekly benefit*.

## 6. Modification expenses

Where a *capital benefit* of 100% is payable (other than for death), we will pay for the costs necessarily incurred by the *insured person* in modifying their home, motor vehicle or relocating the *insured person* to a suitable home to a maximum amount of \$10,000.

## 7. Overseas medical expenses

We will pay up to \$5,000 for medical, emergency dental treatment, surgical and nursing fees, ambulance, hospital and nursing home charges incurred as a direct result of injury to an *insured person* following an *accident*, in those countries where benefit or cover is not provided by the Australian Government Reciprocal Health Care Agreement or any hospital or medical benefit fund.

## 8. Rehabilitation

If the *insured person* suffers total disablement for a period in excess of 26 consecutive weeks as a result of an *accident* we will pay from the 27th week of such total disablement a rehabilitation benefit equal to 50% of the *weekly benefit sum insured* specified in the *schedule*.

However only:

- (a) if the *insured person* actively and fully participates in a rehabilitation program that is recognised and sponsored by any Federal or State Government or, if the program is not so recognised and sponsored, one that is first approved by us in writing;
- (b) if there is continuing entitlement for the *insured person* to receive *weekly benefits*;
- (c) for the remainder of the period of total disablement or 52 Weeks, which ever is the lesser; and
- (d) if the *insured person* is not entitled to recover the costs of such rehabilitation by virtue of any government allowance, benefit or assistance, or any other form of insurance or workers' compensation.

Any such payment will be made to the approved rehabilitation centre.

# Table of Benefits

**Table A**

**Capital Benefits**

Following an *accident* causing injury or disability to an *insured person*, or following an *accident* causing injury or disability to a *voluntary worker*, we will pay an amount calculated by applying the benefit percentage to the *capital benefit sum insured* shown in the *schedule* for Items 1 to 17 and \$5,000 maximum *sum insured* for Items 18 and 19 as follows:

	<b>Benefit Percentage</b>
1. Death _____	100%
2. Total and irrecoverable loss of sight in both eyes _____	100%
3. Total and permanent loss of use of both hands or both feet _____	100%
4. Permanent quadriplegia, paraplegia or incurable paralysis of all limbs _____	100%
5. Total and permanent loss of hearing or speech _____	100%
6. Total and permanent disablement after 6 continuous months and unlikely ever again to obtain gainful employment for which you are reasonably qualified by education, training or experience _____	100%
7. Total and permanent loss of use of one arm or one leg _____	100%
8. Total and permanent loss of use of one hand _____	100%
9. Total and permanent loss of four fingers and thumb of either hand _____	80%
10. Total and permanent loss of use of one thumb or part of a thumb _____	30%
11. Total and permanent loss of use of any finger or part of any finger other than a thumb _____	15%
12. Total and permanent loss of use of one foot or the lower part of one leg below the knee _____	80%
13. Total and permanent loss of use of:	
(a) all toes on one foot _____	30%
(b) one toe or part thereof _____	10%
14. Total and permanent loss of sight in one eye _____	90%
15. Irrecoverable total loss of the lens in:	
(a) both eyes _____	80%
(b) one eye _____	60%

16. Total and permanent deafness of one ear _____	50%
17. Permanent disfigurement from burns to:	
(a) 100 percent of the surface area of the head and neck _____	60%
(b) 100 percent of the surface area of the remainder of the body _____	30%
18. Loss of at any sound natural teeth, including capped or crown teeth – per tooth _____	5%
19. Fractured bones to:	
(a) Neck, skull or spine – <i>complete fracture</i> _____	100%
(b) Hip _____	75%
(c) Jaw, pelvis, leg, ankle or knee – <i>complete fracture</i> _____	50%
(d) Cheekbone, shoulder or hairline fracture of skull or spine _____	30%
(e) Arm, elbow, wrist or ribs – <i>complete fracture</i> _____	25%
(f) Jaw, pelvis, leg, ankle or knee – <i>simple fracture</i> _____	20%
(g) Nose or collar bone _____	20%
(h) Arm, elbow, wrist or ribs – <i>simple fracture</i> _____	10%
(i) Finger, thumb, foot, hand or toe _____	8%

**Table B**

**Weekly Benefits – Accident**

Following an *accident* causing injury to an *insured person* or *voluntary worker* that results in a disability described below, we will pay each week of such disability an amount calculated by applying the benefit percentage for that disability to the *weekly benefit sum insured* for *accident* shown in the *schedule* as follows:

<b>Disability</b>	<b>Benefit Percentage</b>
1. Total disablement from carrying out the principal duties of the <i>insured person's occupation</i> required to generate their income and not working in any other similar occupation for which the <i>insured person</i> is reasonably qualified by education, training or experience _____	100%
2. Partial disablement from carrying out all the normal duties of the <i>insured person's occupation</i> _____	25%

This page has been left blank intentionally

Zurich is proud to support  
football as an Official Partner  
of the Hyundai A-League



**Zurich Australian Insurance Limited**  
ABN 13 000 296 640  
AFS Licence No: 232507  
Head Office: 5 Blue Street  
North Sydney NSW 2060

Client Enquiries  
Telephone: 132 687  
[www.zurich.com.au](http://www.zurich.com.au)

