



**ASR** | Underwriting  
Agencies

## Personal Accident Policy

ASR Underwriting Agencies ABN 84 113 542 233 AFSL 291522



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## PART 1 – Product Disclosure Statement for Accident/Illness Insurance Policy

### Insurer

This policy is underwritten by Certain Underwriters at Lloyd's (Insurer/we/us/our). ASR Underwriting Agencies Pty Ltd (ACN: 113 542 233 AFSL: 291522) (ASR) is an underwriting agency which acts on behalf of the insurer to issue the policy under a binding authority.

### Significant benefits and features

The policy provides you with a choice of cover. You can choose any combination, or all, of the following optional covers:

#### Section 1 - Capital Benefits

This option provides a lump sum payment of up to five times your gross annual salary if you suffer one of the specified conditions as the result of an injury during the period of insurance. The Table of Benefits – Section 1 Capital Benefits outlines what benefits are payable in respect of each condition.

Where a benefit is payable for permanent total disablement, permanent quadriplegia, permanent paraplegia, or permanent and incurable paralysis of all limbs, the policy also covers the cost necessarily incurred by you in modifying your motor vehicle or home, or in relocating you to a suitable home, to a maximum sum of \$10,000.

#### Section 2 - Weekly Benefits - Injury

This option provides weekly benefits of up to 75% of your average gross weekly wage where you suffer permanent partial or total disablement as the result of an injury.

Where we pay you weekly benefits for the same injury for more than 52 weeks, we will increase your weekly benefit each year by the lesser of:

(i) 7%; or

(ii) the increase in the Consumer Price Index (in the State where you live) compared with the previous year.

We will also pay for the costs incurred by you for participation in a return to work program, up to a maximum of \$5000, if we consider the program reasonable and your medical practitioner agrees.

#### Section 3 - Weekly Benefits - Illness

This option provides weekly benefits of up to 75% of your average gross weekly wage where you suffer permanent partial or total disablement as the result of an illness.

Where we pay you weekly benefits for the same injury for more than 52 weeks, we will increase your weekly benefit each year by the lesser of:

(i) 7%; or

(ii) the increase in the Consumer Price Index (in the State where you live) compared with the previous year.

We will also pay for the costs incurred by you for participation in a return to work program, up to a maximum of \$5000, if we consider the program reasonable and your medical practitioner agrees.

#### Waiting Period

A waiting period applies to weekly benefits of 7 days after medical treatment by a registered medical practitioner. No benefits will be paid until the waiting period has been served. No benefits are payable if, at the expiration of the waiting period, you are fully recovered.

A waiting period applies to all benefits of 28 days after medical treatment by a registered medical practitioner where the injury was sustained in connection with your participation in organised football. No benefits will be paid until the waiting period has been served. No benefits are payable if, at the expiration of the waiting period, you are fully recovered.

## Table of Benefits – Section 1 Capital Benefit

Condition	Benefit (as a % of the sum insured)
Death	100%
Permanent Total Disablement	100%
Permanent Quadriplegia	100%
Permanent Paraplegia	100%
Permanent and incurable paralysis of all limbs	100%
Permanent unsound mind to extent of legal incapacity	100%
Permanent total loss of sight in one or both eyes	100%
Permanent total loss of hearing in both ears	100%
Permanent total loss of the lens of one eye	50%
Permanent total loss of hearing in one ear	50%
Permanent Loss of both hands	100%
Permanent Loss of both arms	100%
Permanent Loss of both feet	100%
Permanent Loss of both legs	100%
Permanent Loss of one hand and one foot	100%
Permanent Loss of one hand and one arm	100%
Permanent Loss of one foot or one leg	100%
Permanent Loss of four fingers and one thumb	75%
Permanent Loss of both joints of one thumb	30%
Permanent Loss of one joint of one thumb	15%
Permanent Loss of one finger	15%
Permanent Loss of two joints of one finger	10%
Permanent Loss of one joint of one finger	5%
Permanent Loss of all toes on one foot	15%
Permanent Loss of both joints of one great toe	5%
Permanent Loss of one joint of one great toe	3%
Permanent Loss of one toe other than the great toe	1% per toe
Third degree burns which cover more than 50% of the entire body	40%
Loss of at least 50% of all sound and natural teeth, including up to 1% capped or crowned teeth	1% per tooth

## Table of Weekly Benefits - Section 2 – Weekly Benefits - Injury

## Table of Weekly Benefits - Section 3 Weekly Benefits - Illness

Condition	Benefit
Total Disablement	Up to 75% of your gross weekly earnings
Partial Disablement	Up to 75% of your gross weekly earnings

The Policy offers 24-hour cover for conditions resulting from an accident or illness. At your option, the cover may be reduced to outside 'working hours'.



## Important Information

### The Policy does not cover certain things.

Claims may be refused in certain circumstances. Please refer to Part 2 of this PDS for the full Accident/Illness Insurance Policy Terms and Conditions.

The Policy will not cover you in the following circumstances:

- For conditions arising out of illness in respect of cover under Section 2;
- For a condition caused by any kind of injury in respect of cover under Section 3;
- For any conditions connected to HIV or AIDS in respect of cover under Section 3;

### General Exclusions

In respect of all sections, there is no cover in respect of any condition caused by, or arising out of,:

- a. war whether declared or not, invasion or civil war, rebellion or insurrection;
- b. the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
- c. any act of terrorism;
- d. intentional self injury or suicide or any attempt at suicide;
- e. flying or other aerial activity unless as a fare paying passenger on an airline with scheduled flights;
- f. driving or riding in any kind of race;
- g. your criminal or illegal act;
- h. alcoholism or drug addiction;
- i. participating in or training for any professional sport;
- j. driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law;
- k. any injury or illness which you suffer after the first expiry of this policy following your 65th birthday;
- l. any condition related to pregnancy, childbirth or miscarriage;
- m. any pre-existing medical condition; or
- n. any claim in excess of the sums insured specified on the Policy Schedule.

### The cost of this insurance Policy

The total premium is the amount we charge you for this insurance policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your policy schedule.

When calculating your premium we take a range of rating factors into account, including: • the occupation and duties of any person covered by this policy

- the sums insured you choose
- the age of any person covered by this policy
- any hazardous pursuits and pastimes of any person covered by this policy

For detailed information on payment options refer to the section headed 'How you can pay your premium' in Part 2 of the PDS (Policy Terms and Conditions).

### General Insurance Code of Practice

We act on behalf of Lloyd's who subscribe to the General Insurance Code of Practice. Further information can be found at [www.codeofpractice.com.au](http://www.codeofpractice.com.au). 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.

## Complaints and Disputes Resolution Process

If you have a complaint about an insurance product issued by us or a service you have received from us, including the settlement of a claim, please contact your intermediary to initiate the complaint with us. If you are unable to contact your intermediary, call us on (07) 3442 3333 or email [enquiries@asruw.com.au](mailto:enquiries@asruw.com.au)

We will keep you informed of the progress of our review at least every 10 working days and give you our response in writing within 15 working days provided we have all necessary information and have completed any investigation required.

In the unlikely event that this does not resolve the matter or you are not satisfied with the way your complaint has been dealt with, you should contact:

Lloyd's General Representative in Australia  
Level 9, 1 O'Connell Street,  
Sydney NSW 2000  
Telephone: (02) 8298 0783  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

You will be advised whether your dispute will be handled by either Lloyd's Australia or the Complaints Department at Lloyd's in London.

Where your dispute is eligible for referral to the Australian Financial Complaints Authority (AFCA), your dispute will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with your dispute.

AFCA will review our decision in accordance with their terms of reference. You are not bound by their decision. However, we are bound to act immediately on AFCA's decision. This is a free service provided by an independent body. Brochures outlining the operations of AFCA are available from us or the Insurance Council of Australia in your State or Territory. You can phone the AFCA from anywhere in Australia on 1800 931 678 or write to them at:

Australian Financial Complaints Authority  
GPO Box 3,  
Melbourne 3001  
Email: [info@afca.org.au](mailto:info@afca.org.au)

Where you are a retail client and your dispute is not eligible for referral to the AFCA, or where you are a wholesale client, Lloyd's Australia will refer your dispute to the Complaints Department at Lloyd's, who will then liaise directly with you.

In this case, you may be eligible for referral to the Financial Ombudsman Service (UK). Further details will be provided by the Complaints Department with their final decision to you.

Your dispute will be acknowledged in writing within 5 business days of receipt, and you will be kept informed of the progress of our review of your dispute at least every 10 business days. The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases you will receive a full written response to your dispute within 15 business days of receipt, provided we have received all necessary information and have completed any investigation required.

This service is free of charge to policyholders

## Cooling-off and cancellation

To make sure you have time to consider whether this insurance meets your needs, you have a 21 day cooling off period from the date ASR accepts your application for the insurance policy on our behalf. You can cancel the policy at any time during that 21-day period and ASR will fully refund the premium you have paid. The policy will be treated as if it never existed. You cannot exercise your cooling off rights if you make a claim under the policy.

If you cancel the insurance at any time after the cooling off period, you must give ASR written notice. Cancellation will take effect 28 days after receipt of your written cancellation notice (see the Policy Terms and Conditions in Part 2 for details). There is a full refund of premium for cancellation during the cooling off period (except where you have made a claim under the policy). Premium will be refunded on a pro rata basis (less administration fees) for cancellations outside the cooling off period (see the Policy Terms and Conditions in Part 2 for details).

## Privacy

We are bound by the obligations of the Privacy Act 1988. This sets out basic standards relating to the collection, use, disclosure and handling of personal information. Personal information is information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Information will be obtained from individuals directly where possible. Sometimes it may be collected indirectly (e.g. from your representatives). Only information necessary for the arrangement and administration of your insurance will be collected. This includes information necessary to accept the risk, to assess a claim, to determine competitive and appropriate premiums, etc.

We and our agents disclose personal information to third parties who we believe are necessary to assist us in doing the above. These parties will only use the personal information for the purposes for which it is provided (or if required by law). When you give us and our agents personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their personal information to us, the types of third parties it may be provided to, the relevant purposes it will be used for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us (or our agent) before you provide the relevant information.

You are entitled to access your information if you wish and request correction if required. You may also opt out of receiving materials sent by us by contacting:

### **ASR Underwriting Agencies Pty Ltd**

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Ph 07 3442 3333 Fax 07 3807 6839

We are committed to protecting your privacy. ASR and the insurer use the personal information you provide us to issue the insurance, administer the policy and assess claims. We only share the information with the insurers; reinsurers and those we appoint to assist us with claims under your policy (e.g. medical practitioners, third party claims assessors). We will not trade, rent or sell your information to others.

If you do not provide us with full information, we may not be able to insure you. You can check the personal information we hold about you at any time. Please direct your request for this to ASR Privacy Officer. For more information about ASR's Privacy Policy, please visit our website at: [www.asruw.com.au](http://www.asruw.com.au)



## **PART 2 – Policy Terms and Conditions for Accident/Illness Insurance Policy**

### **Insurer**

The Policy is underwritten by Certain Underwriters at Lloyd's.

### **Our agreement with You**

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in the Policy, occurring during the Period of Insurance shown on Your Policy Schedule.

The exclusions in the section(s) headed 'When You are not covered' and conditions in the section headed 'General Conditions' apply to all types of cover.

### **Your Policy**

Your Policy consists of Part 2 (Terms and Conditions) of this PDS and the Policy Schedule We provide. Please read Your Policy carefully, and satisfy yourself that it provides the cover You require. If You want more information about any part of Your Policy, please ask Us, or Your broker. The address and telephone number of ASR Underwriting Agencies Pty Ltd is noted in Part 1 of this PDS. You should keep Your PDS and Policy Schedule together in a safe and convenient place for future reference.

### **Providing proof**

You should keep documents You will need in case of a claim – for example, documents which substantiate Your earnings and any medical certificates that relate to Your claim.

### **Keeping Us up to date**

You must notify Us immediately if You become aware that You are suffering from any medical condition which:

- is likely to affect Your ability to work; or
- will lead to a shortened life expectancy.

If You fail to notify Us of these matters, We may

- cancel Your Policy; and/or
- reduce or refuse to pay a claim.

### **You must also notify Us immediately if**

- You take out similar insurance with another insurer and
- the combined weekly benefits under this Policy and that insurance will exceed Your earnings

Please remember We only cover You for the occupation shown in the Policy Schedule so You should notify Us immediately if there is any change in Your occupation. We will then decide whether to insure You for Your new occupation and if so on what terms.

### **Jurisdiction**

This Policy will be governed and construed in accordance with the laws of Australia. You irrevocably and unconditionally agree to submit to the non-exclusive jurisdiction of the courts of Australia.

### **Subrogation**

We may deny a claim under this Policy if:

- We cannot exercise any rights of recovery held by You or the Insured Person to the extent of the claimed amount; and
- You or any Insured Person have done anything that reduces any such rights; and
- You and any Insured Person do not provide reasonable assistance to Us in pursuing any such rights.

### **Paying Your annual premium**

You must pay Your annual premium by the due date. If We do not receive Your premium by this date or Your payment is dishonoured this Policy will not operate and You will have no cover.

### **Paying Your premium by instalments**

If You are paying this Policy through premium instalments, We will not pay a claim under this Policy if, at the time You make Your claim, any instalment or premium has remained unpaid for 14 days or more.

If any instalment of premium has remained unpaid for 1 month, We may cancel this Policy. We will send You a notice giving You details of the action We intend to take and when any cancellation will become effective.

### **Words With Special Meaning**

Except where otherwise specified, the following definitions apply throughout Part 2 of this PDS and to the Table of Benefits and the table of Weekly Benefits in Part 1 of this PDS.

#### *Accident*

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

#### *Administrator*

ASR Underwriting Agencies Pty Ltd.

#### *Benefit*

The amounts stated in the Table of Benefits – Section 1 Capital Benefits in Part 1 of this PDS for each type of benefit offered under Section 1 of this Policy

#### *Condition*

A medical condition for which Benefits are payable under this Policy as listed in the Table of Benefits – Section 1 Capital Benefits in Part 1 of this PDS.

#### *Earnings*

(a) If You are self employed or a working director

Your gross weekly income from Your personal exertion less costs and expenses incurred in deriving that income averaged over the 12 months prior to Injury or Illness or any shorter period if You have been engaged in Your occupation for less than 12 months.

(b) If You are an employee

Your gross weekly base rate of pay averaged over the 12 months prior to Injury or Illness or any shorter period if You have been employed for less than 12 months, excluding overtime payments, bonuses, commission or allowances.

#### *Excluded Period of Claim*

The consecutive number of days of disablement specified in the Policy Schedule after medical treatment by a registered medical practitioner.

#### *Illness*

Any sickness or disease or degenerative condition which first occurs during the Period of Insurance. For the purposes of Section 3 only, Illness means any sickness or disease or degenerative condition which is the absolute, sole and independent cause of Total or Partial Disablement and which also occurs within the Period of Insurance.

#### *Injury*

In respect of Section 1, Injury means an identifiable physical injury which:

- is caused by an Accident
- is not an Illness; and
- is the absolute, sole and independent cause of a Condition and which occurs within 12 months of the physical injury

In respect of Section 2, Injury means an identifiable physical injury which:

- is caused by an Accident
- is not an Illness; and
- is the absolute, sole and independent cause of Total or Partial Disablement and which occurs within 12 months of the physical injury.

#### *Insured Person*

Any person described in the Policy Schedule as having the benefit of this policy.

#### *Loss*

In connection with a limb or part of a limb means Physical Severance or permanent loss of use of the limb or part of the limb.

#### *Occupation*

Your usual occupation, business, trade or profession as shown in the Policy Schedule.

#### *Paraplegia*

Total paralysis of both legs and part or whole of the lower half of the body.

*Partial Disablement*

You are permanently or temporarily prevented from carrying out a substantial part of all of the normal duties of Your Occupation.

*Period of Insurance*

The period shown in the Policy Schedule during which You are covered under this Policy.

*Permanent*

Continuing for at least twelve months and which thereafter will, in all probability, continue for life.

*Permanent Total disablement*

Total disablement that entirely prevents You from engaging in any occupation whatsoever continuing for at least twelve months and which thereafter will, in all probability, continue for life.

*Physical Severance*

If it occurs

- to a hand or foot, at or above the wrist or ankle;
- to an arm or leg, at or above the elbow or knee; and
- to a finger or toe, at or above the third joint from its extremity.

*Policy Schedule*

The latest policy schedule We give You, including any endorsement schedule or any renewal schedule.

*Pre-Existing Medical Condition*

Any medical condition for which You have required treatment or advice from a doctor, chiropractor, physiotherapist or naturopath, before the commencement date of Your cover.

*Quadriplegia*

Total paralysis of both legs and both arms.

*Total Disablement*

Means permanent or temporary disablement that entirely prevents You or an Insured Person from:

- carrying out all the normal duties of their Occupation; or
- where they are engaged in more than one Occupation, carrying out all of the normal duties of all of them.

*We, Our, Us*

Certain Underwriters at Lloyd's.

*Weekly Benefit*

An amount of up to 75% of Your Earnings for each type of benefit offered under Section 2 and Section 3 of this Policy.

*You, Your*

The insured/s shown in the Policy Schedule

## Section 1 – Types of Cover

### Types of cover

The Policy provides a choice of cover. You can choose a combination of any or all of the following types of cover:

- Section 1 – Capital Benefits
- Section 2 – Weekly Benefits – Injury
- Section 3 – Weekly Benefits – Illness

The types of cover You have chosen will be shown on Your Policy Schedule.

## Section 1 – Capital Benefits

### What We will pay

In consideration of the payment of the required premium(s) and subject to all the conditions, definitions and exclusions of this Policy, We agree with You, to the extent and in the manner set out in this Policy, that if You or an Insured Person sustains an Injury during the period this Policy is in effect, We will pay to You or to the executors or administrators of Your will (if any) any applicable Benefit after the total amount of Your claim has been accepted by Us, up to a maximum of five times Your annual Earnings.

Where a Benefit is payable for Permanent Total Disablement, Permanent Quadriplegia, Permanent Paraplegia, or Permanent and incurable paralysis of all limbs, We will also pay You the costs necessarily incurred by You in modifying Your motor vehicle or home, or in relocating You to a suitable home, to a maximum sum of \$10,000.

### Capital Benefit Conditions

- Any Benefit payable will be reduced by any amount of any other Benefit We have paid or are liable to pay in connection with the same Injury.
- All further cover under this Section ceases if You become entitled to a Benefit of more than 75% of the sum insured under Section 1.
- Where more than one Condition arises out of the same Injury, then:
  - If one Condition forms part of a more significant Condition (for example, loss of a hand and loss of an arm), then We will pay You for the Condition that attracts the highest Benefit; or
  - If the two Conditions are unrelated (for example, loss of a leg and loss of an arm), then we will pay for both Conditions.
- If You are travelling on a journey and
  - Your means of transportation disappears, sinks or is wrecked; and
  - Your body has not been found within one year; then

We will presume that You have died as a result of Injury and will pay the Benefit for death accordingly

## Section 2 - Weekly Benefits - Injury

### What We will pay

In consideration of the payment of the required premium(s) and subject to all the conditions, definitions and exclusions of this Policy, We agree with You, to the extent and in the manner set out in this Policy, that if You or an Insured Person sustains an Injury during the period this Policy is in effect, We will pay to You any applicable Weekly Benefit after the total amount of Your claim has been accepted by Us.

### Additional Benefits for Weekly Benefits - Injury

#### Indexed benefit

If We pay You a Weekly Benefit under this Policy for the same Injury or Illness for a period in excess of 52 weeks We will increase Your Weekly Benefit each year by the lesser of:

- (i) 7%; or

(ii) the increase in the Consumer Price Index (in the State where You live) compared with the previous year.

**Rehabilitation additional benefit**

If We pay You a Weekly Benefit under this Policy, We will also pay for the costs incurred by You for participation in a return to work program if We consider the program reasonable, and Your medical practitioner agrees up to a maximum of \$5,000.

**What We will not pay**

We will not pay any claim under this section of the Policy if the claim arises directly or indirectly out of a Pre-Existing Medical Condition unless We have agreed to cover these conditions and have endorsed the Policy accordingly.



## Weekly Benefit – Injury Conditions

- a. Successive periods of Total or Partial Disablement:
  - resulting from the same Injury, and
  - which are not separated by a return to active full time employment for six months or more; will be considered as one claim
- b. Weekly Benefits will be paid after the Excluded Period of Claim has elapsed.
- c. We will pay Weekly Benefits while You continue to suffer Total or Partial Disablement up to a maximum period shown in the Policy Schedule.
- d. Notwithstanding paragraphs (a) and (c), We will not pay Weekly Benefits for any Total or Partial Disablement:
  - which commences or recurs after the expiry of this Policy; or
  - when You are on unpaid leave or on maternity leave; or
  - when You are outside Australia.
- e. We will stop paying Weekly Benefits if You commence any new occupation while You are receiving Weekly Benefits.
- f. We will stop paying Weekly Benefits when You become entitled to a Benefit of 75% or greater of the sum insured for Section 1 – Capital Benefits (if applicable).
- g. We will not pay Weekly Benefits for more than one claim at any one time. The Weekly Benefit We pay will not exceed the earnings You have actually lost. The Weekly Benefit will be reduced by:
  - any amounts You are entitled to receive from:
    - sick leave
    - any statutory workers compensation or transport accident scheme; and
  - income that You derive or are able to derive from any gainful occupation.

## Section 3 - Weekly Benefits - Illness

### What We will pay

In consideration of the payment of the required premium(s) and subject to all the conditions, definitions and exclusions of this Policy, We agree with You, to the extent and in the manner set out in this Policy, that if You or an Insured Person sustains an Illness during the period this Policy is in effect, We will pay to You any applicable Weekly Benefit after the total amount of Your claim has been accepted by Us.

### Additional Benefits for Weekly Benefits - Illness

#### Indexed benefit

If We pay You a Weekly Benefit under this Policy for the same Injury or Illness for a period in excess of 52 weeks We will increase Your Weekly Benefit each year by the lesser of:

- (i) 7%; or
- (ii) the increase in the Consumer Price Index (in the State where You live) compared with the previous year.

#### Rehabilitation additional benefit

If We pay You a Weekly Benefit under this Policy, We will also pay for the costs incurred by You for participation in a return to work program if We consider the program reasonable, and Your medical practitioner agrees up to a maximum of \$5,000.

### What We will not pay

We will not pay any claim under this section of the Policy if a claim arises directly or indirectly out of any of the following:

- a Pre-Existing Medical Condition unless We have agreed to cover such conditions and have endorsed the policy accordingly;
- injury; or

- HIV or any condition caused by HIV including AIDS.

### Weekly Benefits – Illness Conditions

- Successive periods of Total or Partial Disablement:
  - resulting from the same illness; and
  - which are not separated by a return to active full time employment for six months or more will be considered as one claim.
- Weekly Benefits will be paid after the Excluded Period of Claim has elapsed
- We will pay Weekly Benefits while You continue to suffer Partial or Total Disablement up to the maximum period shown in the Policy Schedule unless the Total or Partial Disablement is caused directly or indirectly by mental illness or disorders (including but not limited to anxiety disorders, nervous disorders, depression, stress, fatigue, exhaustion, psychiatric complications of physical disorders, behavioural disorders) or chronic fatigue syndrome. In that case We will pay up to a maximum of 26 weeks.
- Notwithstanding paragraphs (a) and (c), We will not pay Weekly Benefits for a period of Total or Partial Disablement:
  - which commences or recurs after the expiry of this Policy, or
  - when You are on unpaid leave or on maternity leave; or
  - when You are outside Australia
- We will stop paying Weekly Benefits if You commence any new occupation while You are receiving Weekly Benefits.
- We will not pay Weekly Benefits for more than one Illness at any one time.

The Weekly Benefit We pay will not exceed the earnings You have actually lost. The amount of Your claim will be reduced by:

- any amounts You are entitled to receive from:
  - sick leave;
  - any statutory workers compensation or transport accident scheme; and
  - income that You derive or are able to derive from any gainful occupation.

### When You are not covered - General exclusions applying to this Policy

We have no liability to You under this Policy for loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- Any act(s) of Terrorism  
For the purpose of this exclusion, an act of terrorism includes 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 thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  - involves violence against one or more persons; or
  - involves damage to property; or
  - endangers life 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 to disrupt an electronic system.
- Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to any of the above exclusions.

### Additional exclusions applying to this Policy

We will not pay for any claim under any section of the Policy if the claim arises directly or indirectly out of any of the following:

- a. intentional self injury or suicide or any attempt at suicide;
- b. flying or other aerial activity unless as a fare paying passenger on an airline with scheduled flights;
- c. driving or riding in any kind of race;
- d. Your criminal or illegal act;
- e. alcoholism or drug addiction;
- f. participating in or training for any professional sport;
- g. driving a motor vehicle whilst having a percentage of alcohol in Your breath or blood in excess of that permitted by law; or
- h. pregnancy, childbirth or miscarriage.

We will not pay any claim under any section of the Policy unless You are injured for a period of 28 consecutive days where that Injury is caused by practice for or playing organised football of any kind, nor where You are fit to return to work at the expiry of that 28 day period. Football for the purpose of this exclusion means soccer, and football codes, including Aussie rules, rugby union and rugby league, at any level.

We will not pay for any claim under any section of the Policy if You are over 65 years of age, unless We have agreed and it is noted on the Policy Schedule.





## General Conditions

### Duty of disclosure – What You must tell Us

#### *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 answer the specific questions We ask relevant to Our decision to insure You. When answering Our questions You must be honest.

#### *Who needs to tell Us*

It is important that You understand You are answering Our questions in this way for yourself and anyone else that 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 having existed.

#### *Renewals, variations, extensions and reinstatements*

Once Your Policy is entered into and is no longer new business then Your duty to Us changes. You are required before You renew, vary, extend or reinstate Your Policy, to tell Us everything You know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to Our decision whether to insure You, and anyone else to be insured under the Policy, and if so, on what terms.

You do not have to tell Us about any matter

- that diminishes the risk;
- that is of common knowledge;
- that We know or should know in the ordinary course of Our business as an insurer; or
- which We indicate We do not want 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 having existed.

### The General Insurance Code of Practice

We are committed to meeting the standards set by the General Insurance Code of Practice. The Code aims to raise standards of practice and service in the insurance industry. It:

- promotes better communication between insurers and customers which will lead to better public understanding of insurance to allow customers to make informed choices; and
- outlines good standards of practice and service to be met by insurers to enhance their reputation for responding efficiently to their customers' needs.

### Changing Your Policy

If You want to make a change to this Policy, the change becomes effective when:

- We agree to it, and
- We give You a new Policy Schedule detailing the change.

### Other interests

You cannot transfer any interests in this Policy without Our written consent.

Any person whose interests You have told Us about and We have noted on Your Policy Schedule is bound by the terms of this Policy.

### Cancelling Your Policy

Provided that You have not made a claim under the Policy, then You may cancel the Policy within twenty-one (21) days of the date Your policy is issued by giving the Administrator written notice and We will refund the premium paid and treat the policy as if it never existed (provided you have not made a claim under the Policy). Otherwise, this Policy may be cancelled by You giving Us (via the Administrator) twenty-eight (28) days notice in writing. We may cancel this Policy only in accordance with the Insurance Contracts Act 1984 (Cth). You will receive a pro rata refund of the premium (less an administration fee charged by the Administrator) provided you have not made a claim under the Policy.

Where more than one person is named as joint insured, We will only cancel the Policy where We receive a written agreement to cancel from all named insureds.

### **Notices**

Any notice We give You will be in writing, and it will be effective:

- if it is delivered to You personally, or Your agent/intermediary, immediately;
- 3 days after posting, if it is delivered or posted to Your address last known to Us.

It is important for You to tell Your insurance broker/agent or representative of any change of address as soon as possible.



## Claims

- a. If anything happens that is likely to lead to a claim You must:
  - follow medical advice from a qualified medical practitioner as soon as possible after sustaining injury or illness, and
  - give Us notice in writing, by telephone or in person describing the occurrence, and
  - advise Your agent/intermediary promptly; and
  - fully complete Our claim form and return it to Us within 30 days after a Condition occurs, and
  - at Your expense, provide Us with any information about the claim We ask for including:
    - doctor's reports;
    - letters and notices You receive from anyone else about Your claim.
- b. If You or any Insured Person act fraudulently We can reject the claim altogether and cancel this Policy.
- c. You and any Insured Person must give Us written notice as soon as possible of every event, and all information in regard to matters which may lead to a claim under this Policy.
- d. You and any Insured Person must make every endeavour to minimise the Weekly Benefit We are required to pay under this Policy while You or the Insured Person are suffering from Total or Partial Disablement.
- e. In the event of a claim You must advise Us of any other insurance You and the Insured Person have covering the same risk. If You or the Insured Person can claim from anyone else and We have already paid for the claim, You and the Insured Person must render all reasonable assistance to Us including but not limited to the proper lodgement of a claim in order that We may obtain a rateable recovery from any other Insurer.
- f. If You have made a claim under this Policy We will pay all Benefits and Weekly Benefits to You except for the Benefit in respect of death, which will be paid to Your legal personal representative. If a claim has been made by an Insured Person other than You, We will pay all Benefits and Weekly benefits to the Insured Person, except for the Benefit in respect of death, which We will pay to You.



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