



American Home Assurance Company
ABN 67 007 483 267
AFSL No 230903
Incorporated with Limited Liability in the USA
A Member of American International Group, Inc.

**Squash Australia
SPORTS INJURY
INSURANCE POLICY**

**PRODUCT DISCLOSURE
STATEMENT AND POLICY WORDING**

This Policy is issued / insured by American Home Assurance Company

Melbourne: 549 St. Kilda Road, VIC 3004 (03) 9522 4000
Sydney: 220 George Street, NSW 2000 (02) 9240 1711
Brisbane: 10 Eagle Street, QLD 4000 (07) 3220 0700
Perth: 77 St. George's Terrace, WA 6000 (08) 9202 1366

HOW THIS INSURANCE IS ARRANGED

This insurance is issued/insured by:

American Home Assurance Company ('AHAC') trading as AIG Australia
ABN 67 007 483 267
AFSL 230903
549 St. Kilda Road
Melbourne Vic 3004

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

American Home Assurance Company prepares this **Product Disclosure Statement**.

Retail Clients

'Retail Clients' are required to be provided with a Product Disclosure Statement prepared by the product issuer/ insurer.

A 'retail client' means an individual or small business.

'Small business' means:

- 1 a manufacturing entity with 100 employees or fewer, or
- 2 non manufacturing entity employing 20 individuals or less.

Date Prepared : 11 January 2006

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PRODUCT DISCLOSURE STATEMENT

1. WHAT IS THE PRODUCT DISCLOSURE STATEMENT?

The **Product Disclosure Statement ('PDS')** contains information about key benefits and significant features of this Sports Injury Insurance.

The purpose of the PDS is to assist your purchasing decision and ability to compare this product with other insurance. This document also contains important information about your rights and obligations including Cooling Off and the Duty of Disclosure.

The terms and conditions of your insurance are contained in the **Policy Wording**.

Details about the product issuer can be found on the inside cover of this document under '**How this insurance is arranged**'.

2. KEY BENEFITS OF YOUR POLICY

You can select various cover options against a range of Events as outlined in the table below.

SECTION	SECTION TITLE	COVER
Section A	Capital Benefits	Injury (as defined) resulting in accidental death and specified Permanent Total Loss
Section B	Weekly Injury Benefit	Weekly Injury Benefit for Injury resulting in Temporary Total Disablement
Section C	Non-Medicare Medical Expenses	Compensation for Non-Medicare Medical Expenses incurred as a result of Injury
Section D	Funeral Expenses	Funeral or memorial service expenses where an Injury results in the accidental death of an Insured Person
Section E	Bed Care Patient Benefit	A benefit if an Insured Person becomes a Bed Care Patient as a result of an Injury

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

Cover is limited to the benefits and maximum sums insured listed in the **Policy Schedule** and is subject to the terms, conditions and exclusions in the **Policy Wording**.

3. IMPORTANT INFORMATION

Please read the **Policy Wording** carefully for full details about lodging a claim, the benefits, terms and conditions that apply to this insurance. Take special note of the following:

- 1 The **Policy Wording** contains a **Definitions** section on **page 9** and **Conditions** that apply to this insurance at **page 12**.
- 2 **Special Provisions** apply to this **Policy Wording** that may impact upon the compensation payable. It is important that you carefully read the sections of the **Policy Wording** titled '**Scope of Cover**' on **page 8** and '**Special Provisions-General**' on **page 14**.
- 3 There are some circumstances where cover cannot be provided. These are covered in the **Policy Wording**. Please take special note of the **Exclusions** applicable to all sections of the policy listed on **page 13** of the **Policy Wording**.
- 4 An **Aggregate Period** and/or **Elimination Period** may apply to one or more of the sections of cover selected. Details are provided in the **Policy Wording**. Where applicable this period will be shown on the **Policy Schedule**.
- 5 **Age limits** may be applied to this policy. These may vary based on application details and the type of sporting activity to be insured. Age limits will be shown in the Schedule of the Insured Persons (if applicable).

This **PDS** and **Policy Wording** booklet also contain important information about the rights and obligations of an Insured Person including information about Privacy, the Duty of Disclosure and General Insurance Code of Practice.

4. COSTS

Premiums are calculated on an individual basis. Some of the factors taken into account in calculating the premium are:

- the type of sporting activity;
- the range of cover options that You have selected;
- the capital sum insured;
- number of participants insured;
- age of participants insured;
- Your prior claims experience.

The premium amount will be shown on Your **Policy Schedule**. Government charges such as Stamp Duty and GST will be shown separately on the **Policy Schedule**.

Elimination and Aggregate Periods

An **Elimination Period** is a period under the policy for which no Compensation is payable. Different Elimination Periods apply to particular Events covered under this policy. Details will be shown in the **Policy Schedule**.

An **Aggregate Period** is the maximum amount of time for which benefits will be payable (generally up to a maximum of 104 weeks for **Sections B** and **C**). Different **Aggregate Periods** may apply based on application details and acceptance. Such periods will be shown in the **Policy Schedule**.

5. COOLING OFF PERIOD

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

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

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

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

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

6. HOW TO MAKE A CLAIM

Information on claims can be found under the section titled '**Conditions**' in the **Policy Wording**. Please read this carefully.

Claims need to be submitted with original supporting documentation such as doctor's reports, receipts, and where requested, additional Proof of Loss. Claims should be delivered to the address shown on the outside cover of this document. In the event of claims under some policy sections, a Waiting Period may apply.

Please refer to the **Policy Wording** for further details about the above.

7. CODE OF PRACTICE

The Insurance Industry has developed a General Insurance Code of Practice. This aims to raise the standards of practice and service in the Insurance Industry and it includes the following:

- 1 When you lodge a claim We will tell you in plain language what information We need and how you should go about making your claim.
- 2 We will respond promptly to any request you make for assistance with your claim and it will be considered and assessed promptly.

8. DISPUTE RESOLUTION

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

If you have a complaint:

1. Contact your insurance intermediary and they may raise it with us.
2. If your complaint is not satisfactorily resolved you may request that the matter be reviewed by management by writing to:
The Compliance Manager
American Home Assurance Company
549 St Kilda Road, Melbourne
VICTORIA 3004
3. If you are still unhappy, you may request that the matter be reviewed by our Internal Dispute Resolution Committee ("Committee"). We will respond to you with the Committee's findings within 15 working days.

4. If you are not satisfied with the finding of the Committee, you may be able to take your matter to an independent dispute resolution body, Insurance Ombudsman Services Limited (IOS). This external dispute resolution body can make decisions of which AHAC are obliged to comply.

Contact details are:

Insurance Ombudsman Services Limited
Phone: 1300 780 808 (local call fee applies)
Email: ios@insuranceombudsman.com.au
Internet: <http://www.insuranceombudsman.com.au>

PO Box 561, Collins St West Post Office,
Melbourne, VIC 8007

9. PRIVACY CONSENT AND DISCLOSURE

American Home Assurance Company (AHAC) is a wholly owned subsidiary of the American International Group (AIG). AHAC has adopted the National Privacy Principles ("NPPs"). The NPPs apply to any personal information collected by AHAC.

PURPOSE OF COLLECTION

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

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

- (a) another member of the AIG group of companies either in Australia or overseas;
- (b) contractors or third party providers providing services related to the administration of your policy;
- (c) banks and financial institutions for the purpose of processing your application and obtaining policy payments;
- (d) in the event of a claim, assessors, third party administrators, emergency providers, and medical providers, travel carriers, service and product providers.

AHAC will only disclose your personal information to these parties for the primary purpose for which it was collected. In some circumstances AHAC is entitled to disclose your personal information to third parties without your authorisation such as law enforcement agencies or government authorities.

In the case of a group policy AHAC may also disclose claims information to an Insured Person, however AHAC will not divulge any sensitive information without your consent.

ACCESS TO YOUR INFORMATION

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

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

AHAC has also established an internal dispute resolution process for handling customer complaints and an access and correction procedure. Both procedures are generally free of charge however AHAC reserve the right to charge for access requests in certain circumstances.

If you feel you have a complaint about AHAC's information privacy principles, require assistance in lodging a privacy complaint or you wish to gain access to the information, you may write to The Privacy Manager, American Home Assurance Company, 549 St Kilda Road, Melbourne, or e-mail australia.privacy.manager@aig.com. Your complaint will be reviewed and you will be provided with a written response. If it cannot be resolved, your complaint will be referred to AHAC's Internal Disputes Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person(s) with appropriate authority to deal with the complaint.

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

IMPORTANT NOTES

1. This document contains your insurance policy terms and conditions. It is important that you read and understand it and retain it in a safe place.
2. Please inform us immediately of any change in your:
 - a) address;
 - b) any other changes affecting the persons insured which require an alteration in the Policy.



POLICY WORDING

POLICY CONDITIONS

The Insured Person(s) specified in the Application Form/Policy Schedule are insured against Injury as shown in the Policy Schedule on the following terms.

AGREEMENT

All cover is subject to You or an Insured Person paying or agreeing to pay the premium We require, and is subject to all the Terms, Conditions, Provisos and Exclusions of this Policy including the Policy Schedules.

YOUR DUTY OF DISCLOSURE

What You must tell Us

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

Who needs to tell Us

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

If You do not tell Us

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

SCOPE OF COVER

The Compensation provided shall only be payable when any Event shall happen to an Insured Person whilst he or she is engaged in the following activities on behalf of the Insured:

- (a) Engaging/Playing in official club matches/activities including championship, club or State representative matches/activities;
- (b) Engaging in organised training or practice for activities as described in (a) above;
- (c) Travelling directly between the matches/activities in (a) or (b) above, and the residence or place of employment of an Insured Person, subject to Special Provision 7;
- (d) Staying away from an Insured Person's home district during a tour for the purpose of participating in representative matches/activities;
- (e) Engaging in administrative or organised social activities of the Insured.

AGE LIMITATION

We shall not be liable for any Event which happens to an Insured Person unless at the date of such Event he or she is within the Age Limitations shown in the Policy Schedule.

DEFINITIONS

1. **We/Our/Us/Insurer** means American Home Assurance Company ABN 67 007 483 267.
2. **You/Your/ Insured** means the Insured specified in the Policy Schedule and is the policyholder.
3. **Policy Period** means the period shown in the Policy Schedule or subsequent Renewal Notice issued by Us.
4. **Injury** means a physical Injury caused by a sudden, violent, external and visible means which occurs fortuitously whilst this insurance is in force and which results solely and directly and independently of any cause including any pre-existing physical or congenital condition (except Sickness directly resulting from medical or surgical treatment rendered necessary by such Injury) or other cause in any of the Events specified in The Table of Events within twelve (12) calendar months from the date of its occurrence. Injury does not include any Event caused as a result of Heatstroke and/or caused directly or indirectly by or attributable to any sickness or disease, or repetitive strain injury or any gradual process of wear and tear, or any Cardiac or Pulmonary or Cerebrovascular incident(s) notwithstanding that such incident(s) may have been caused by or induced by or accelerated by Injury.
5. **Temporary Total Disablement** means, as a result of Injury an Insured Person is wholly and continuously prevented from engaging in his/her usual occupation other than playing sports and not engaged in any other occupation and under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner other than an Insured Person or an immediate family member.
6. **Permanent** means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement.
7. **Paraplegia** means Permanent and entire paralysis of both legs and part or whole of the lower half of the body.
8. **Quadriplegia** means Permanent and entire paralysis of both legs and both arms
9. **Limb** means any part of the arm between the shoulder and wrist or any part of the leg between the hip and the ankle.
10. **Fingers Or Toes** means the digits of a hand or foot.
11. **Total Loss** means, in relation to:
 - a) an insured body part, the physical severance or entire loss of the use thereof;
 - b) an eye, the entire and irrecoverable loss of all sight in the eye;
 - c) hearing, the entire and irrecoverable loss of hearing.
 - d) speech, the entire and irrecoverable loss of speech
12. **Income** means
 - (a) as regards to a salaried Insured Person, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
 - (b) as regards to a T.E.C. (ie total employee cost) or salary package Insured Person, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
 - (c) as regards to a self-employed Insured Person, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;

all derived during the 12 calendar month period immediately preceding the Injury giving rise to the claim under this Policy.

13. **Insured Person(s)** means the class of persons as specified in the Policy Schedule.
14. **Compensation** means that amount of insurance payable under this Policy
15. **Elimination Period** means the period commencing with the first day of Temporary Total Disablement for which medical treatment was sought in respect of such Injury, and for which no Compensation is payable.
16. **Established Non-Union** means the failure of a fracture to unite despite appropriate medical treatment and within a time frame based on the nature and location of the fracture
17. **Bed Care Patient** means an Insured Person who is confined in a bed under the regular daily attendance and care of a professional carer (not a family member) directly resulting from a covered Injury and certified as necessary by a legally qualified medical practitioner. This does not include confinement in any of the following institutions in which an Insured Person resides at the time of the Injury giving rise to the claim – nursing or convalescent home, a geriatric ward, a mental institution, a rehabilitation or extended care facility for the elderly.
18. **Non Medicare Medical Expenses** means expenses that are not subject to any full or partial Medicare rebate nor recoverable by You or by an Insured Person from any other source and incurred within twelve (12) calendar months of an Insured Person sustaining Injury and paid by an Insured Person, or by You on their behalf for treatment certified necessary by a legally qualified medical practitioner to a registered Private Hospital, physiotherapist, nurse or similar provider of medical services including the cost of medical supplies or ambulance hire but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth, excluding first teeth and dentures, and is caused by Injury.

If an Insured Person suffers an Injury and requires physiotherapy treatment(s), We will pay Compensation up to the amount of Compensation shown in Section C of the Events Schedule provided that for 5 or more visits an Insured Person has obtained a referral from a registered and legally qualified medical practitioner. Compensation under Section C of the Events Schedule for physiotherapy treatment(s) will cease as soon as an Insured Person resumes playing sport.

However, Non Medicare Medical Expenses does not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due or payable by an Insured Person after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly known as the "Medicare Gap").

Non Medicare Medical Expenses also does not cover Rehabilitation expenses which are not direct treatment, such as equipment or sporting membership.

Provided that We shall not be liable to make any refund in respect of:

- (a) any expenses recoverable by You or by an Insured Person from any other insurance scheme or any plan providing medical/physiotherapy or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance/plan or source;
- (b) any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made thereunder apply;
- (c) more than the percentage specified in the Events Schedule of the amount of each claim made under this Section after deduction of the amount applicable in Item (a) above and deduction of the amount of Excess specified in the Schedule of Compensation;
- (d) any expense which We are prohibited by Law from paying.

Provided that Our total liability shall not exceed in the aggregate the amount specified in the Policy Schedule.

16. **War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

17. **Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts.

Terrorism shall also include any act which is verified or recognized by the (relevant) Government as an act of terrorism.

18. **Domestic Home Help** means the actual expenses necessarily incurred to assist in the care at home of an Insured Person who is not a Bed Care Patient, provided such services are certified by that Insured Person's legally qualified and registered medical practitioner, who is not an Insured Person or a member of the Insured Person's family, as being necessary for that Insured Person's recovery. Includes but is not limited to baby sitter fees, additional food expenses that would not ordinarily have been incurred or additional expenses incurred by non-immediate family members required to care for an Insured Person.

19. **Home Tutorial** means the actual expenses necessarily incurred for professional tutorial services of a suitably qualified teacher holding a current teaching certificate equal to the level of education currently undertaken by an Insured Person, during the continuous ongoing restriction from attendance of school by an Insured Person. Provided such services are certified by that Insured Person's legally qualified and registered medical practitioner, who is not the Insured Person or a member of the Insured Person's family, as being necessary for that Insured Person's recovery.

20. **Loss of Independent Existence** means when as a result of an insured Event an Insured Person is unable to perform two (2) or more of the Activities of Daily Living

21. Activities of Daily Living:

- a) Transferring means the ability of the Insured Person to move in and out of a chair or bed without the assistance of another person. The Insured Person will be considered to be able to transfer themselves even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorised devices are used.
- b) Dressing means the ability of the Insured Person to put on and take off all garments and medical braces or artificial limbs usually worn and to fasten and unfasten them, without the assistance of another person. The Insured Person will be considered to be able to dress themselves even if the above tasks can be performed only by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
- c) Toileting means the ability of the Insured Person to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing without the assistance of another person. The Insured Person will be considered able to toilet themselves even if they have a ostomy and are able to empty it themselves, or if the Insured Person uses a commode, bedpan or urinal, and are able to empty and clean it without the assistance of another person.
- d) Bathing/Washing means the ability of the Insured Person to wash themselves either in the bath or shower or by sponge bath without the assistance of another person. The Insured Person will be considered to be able to bathe themselves even if the above tasks can only be performed in the bath or shower by using equipment or adaptive devices.
- e) Eating means the ability of the Insured Person to get nourishment into the body by any means once it has been prepared and made available to the Insured Person without the assistance of another person.

CONDITIONS

1. **Complying With Policy Conditions**

The due observance and fulfilment of the terms of this Policy insofar as they relate to anything to be done or complied with by an Insured Person and/or by You and the truth of the statements and answers in the said Application if any, and in any Applications and medical evidence required from You and/or an Insured Person in connection with this Insurance shall be conditions precedent to Our liability to make any payment under this Policy.
2. **Fraud**

Any fraud, mis-statement or concealment by an Insured Person and/or You either in the Application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim thereunder may give Us certain rights provided for in the Insurance Contracts Act 1984, including the right to refuse payment of any claim or cancel or to avoid the Policy.
3. **Policy Renewal**

This Policy may be renewed with Our consent from term to term, by payment of the Premium in advance at Our Premium rate in force at the time of renewal.
4. **Cancellation**
 - (a) You may cancel this Policy at any time by giving Us written notice of cancellation.
 - (b) We may cancel the Policy at any time in accordance with Section 59 & 60 of the Insurance Contracts Act 1984, in which case We will refund the proportion of the premium for the unexpired Policy Period.
5. **Claims Procedure**
 - (a) Written notice of claim must be given to Us at any of Our offices in Australia within thirty (30) days after the occurrence of any Event in respect of which a claim has arisen or may arise.
 - (b) All certificates and evidence required by Us shall be furnished at the expense of an Insured Person/You for any claimant hereunder and shall be in such form and of such nature as We shall prescribe.
 - (c) We may have an Insured Person medically examined at Our expense when and as often as We may reasonably require after a claim has been made, or in the Event of an Insured Person's Death arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.
6. **Time of The Payment Of Claim**

Compensation payable under this Policy for any loss other than loss for which this Policy provides periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued Compensation for loss for which this Policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.
7. **Australian Law**

This Policy is governed by the laws of the Australian State or Territory in which it was issued in and any dispute or action in connection therewith shall be conducted and determined in Australia.
8. **Assignability**

This Policy and any rights thereunder shall not be assignable without Our prior written consent.
9. **Tax Or Imposts**

Where the Company is, or believes it will become, liable for any tax or other impost levied by any Commonwealth or State Government, authority or body in connection with this Policy, the Company may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under this Policy in the manner and to the extent the Company determines to be appropriate to take account of the tax or impost.

EXPOSURE

If an Insured Person suffers an Event as a direct result of exposure to the elements, We will pay the Compensation shown on that Event

DISAPPEARANCE

If an Insured Person disappears and after twelve calendar months it is reasonable for Us to believe that they have died due to an insured Injury, We will pay the Compensation shown for Event 1. (Death) and Event 22 (Funeral expenses) subject to receipt of a signed undertaking by You that any such Compensation shall be refunded if it is later demonstrated that an Insured Person did not die as a result of an Injury.

EXCLUSIONS

This Policy shall not apply to any Event directly or indirectly caused by or resulting from:

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
2. The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
3. Any loss arising out of any Terrorist Act.
4. An Insured Person engaging in any aerial activities, except as a passenger and not as a pilot or crew member in any aircraft licensed to carry passengers.
5. An Insured Person or any other persons intentional self-injury, suicide, or criminal or the illegal act of an Insured Person who is the subject of the claim.
6. An Insured Person or any other person's pregnancy or childbirth.
7. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S) disease or Human Immunodeficiency Virus (H.I.V.) infection.
8. An Insured Person being under the influence of intoxicating liquor, having a blood alcohol content over the prescribed legal limit or being under the influence of any other drug unless it was prescribed by a legally qualified medical practitioner.
9. Sickness, disease or any kind of infection however contracted, even if through Injury. This exclusion however, does not apply to sickness or disease directly resulting from medical or surgical treatment rendered necessary by an Injury or to infection directly resulting from an Injury, provided that in each case the Injury itself is covered by this Policy; or to accidental food poisoning.

SPECIAL PROVISIONS – GENERAL

1. The Compensation payable under Event 1 in Section A shall be payable to an Insured Person's estate; any other Compensation payable under the Policy shall be payable to an Insured Person.
2.
 - (a) Compensation shall not be payable for more than one of the Events listed in Section A in respect of the same Injury;
 - (b) Any Compensation payable for Events 2-17 listed in Section A shall be reduced by any Compensation already paid under Events 18 and/or 19 and/or 20 in Section B in respect of the same Injury;
 - (c) Should an Insured Person sustain Injury which results in any one of Events 2 to 7 described in Section A there shall be no further liability under the Policy for Injury sustained by that Insured Person thereafter;

provided always that if an Insured Person become entitled to Compensation under any one of the Events listed in Section A (other than Event 1) an Insured Person may elect to receive Compensation either under that Event or under Events listed in Section B.

3. Compensation shall not be payable:

- (a) Under Events described in Section B and/or Section C in excess of the Aggregate Period shown against such Events therein in respect of any one Injury.
 - (b) Unless as soon as possible after the happening of any Injury giving or likely to give rise to a claim, an Insured Person obtains and follows proper medical advice from a registered and legally qualified medical practitioner who is not the Insured Person or a member of the Insured Persons immediate family.
 - (c) Under more than one of Events 18,19 or 20 in respect of the same Injury.

4. **Weekly Benefits Limitation**

For each Insured Person the Compensation payable under Event 18 (Injury Weekly Benefits) is limited to the amount stated in the Policy Schedule or an Insured Person's weekly Income, whichever is the lesser.

If an Insured Person is entitled to receive:

- (a) weekly or periodical disability benefits under any other policy of insurance; and/or
 - (b) weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body having similar effect; and/or
 - (c) earned income from any other occupation;

then Compensation payable under Event 18 (Injury Weekly Benefits) will be reduced by the amount necessary to limit the total of all payments and/or Compensation to the Insured Person's weekly Income or the limit stated in the Policy Schedule, whichever is the lesser.

The Compensation payable under Event 18 (Injury Weekly Benefits) shall be limited to 85% of an Insured Person's weekly Income or The Compensation whichever is the lesser. If an Insured Person continues to receive the whole or any part of his or her weekly Income following his/her Temporary Total Disablement, or if an Insured Person is entitled to receive disability benefits under any Workers' Compensation Act or Ordinance, any Accident Compensation Act or Ordinance or any legislation having a similar effect in respect of the same Injury, then the Compensation payable under Event 18 shall be reduced by the amount necessary to limit the total of all payments to the Insured Person to the lesser of 85% of his/her weekly Income or The Compensation.

5. If as a result of Injury, Compensation is payable under Section B hereunder and if, while the Policy is in force, an Insured Person suffers recurrence of Temporary Total Disablement from the same or related cause or causes, the subsequent period of Temporary Total Disablement will be deemed a continuation of the prior period unless between such periods the Insured Person has performed the duties of his/her occupation on a full-time basis for at least six consecutive months, in which event such Temporary Total Disablement shall be deemed the result of a new Injury and subject to a new Elimination Period.
6. Aggregate Limit Of Liability
 - (a) Except as provided under 6(b), Our total liability for all claims arising under the Policy during any Policy Period shall not exceed the amount set out in the Events Schedule and Policy Schedule. Our liability under Section C - Non Medicare Medical Expenses shall always be subject to Policy Definition 13 - Non Medicare Medical Expenses.
 - (b) Our total liability for all claims arising under this Policy during any Policy Period relating directly to Air Travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established air routes shall not exceed in the aggregate for all Insured Persons the amount set out in The Events Schedule and Policy Schedule.
7. The Compensation payable under Events 1-17 is limited to 20% of the Compensation for that event whilst an Insured Person is engaged in travel to and from the organised activities prescribed in the Scope of Cover section whether or not an Insured Person is travelling individually or in a group or as a team member.
8. In respect to Insured Persons aged under 18 years, Event 1 - Accidental Death is limited to \$10,000.
9. The Premium shown in this Policy is subject to periodic review at the commencement of each Policy Period.

TABLE OF EVENTS

SECTION A - CAPITAL BENEFITS

Cover under this Section is included only for the Events specified in the Policy Schedule. The Compensation for each Event is payable as a percentage of the Capital Sum insured shown in the Policy Schedule.

THE EVENTS

THE COMPENSATION

Injury as defined, resulting in:

1.	Accidental Death (Refer to Special Provisions – General Note 8.)	100%
2.	Permanent Quadriplegia or Permanent Paraplegia	100%
3.	Permanent Loss of Independent Existence	100%
4.	Permanent Total Loss of sight of both eyes	100%
5.	Permanent Total Loss of sight of one eye	100%
6.	Permanent Total Loss of use of two limbs	100%
7.	Permanent Total Loss of use of one limb	100%
8.	Permanent Total Loss of hearing in	
	(a) both ears	75%
	(b) one ear	15%
9.	Permanent Total loss of lens of one eye	50%
10.	Permanent Total Loss of use of four fingers and thumb of either hand	70%
11.	Permanent Total Loss of use of four fingers of either hand	40%
12.	Permanent Total Loss of use of one thumb of either hand	
	(a) both joints	30%
	(b) one joint	15%
13.	Permanent Total Loss of use of fingers of either hand	
	(a) three joints	10%
	(b) two joints	7%
	(c) one joint	5%
14.	Permanent Total Loss of use of toes of either foot	
	(a) all – one foot	15%
	(b) great – both joints	5%
	(c) great – one joint	3%
	(d) other than great each toe	1%
15.	Fractured leg or knee cap with Established Non-Union	10%
16.	Shortening of leg by at least 5cm	7%
17.	Permanent partial disablement not otherwise provided for under Events 8 to 16 inclusive	Such percentage of the Capital Sum Insured which corresponds to the percentage reduction in whole bodily function as certified by not less than three (3) legally qualified medical practitioners one of whom shall be the Insured Person's treating doctor and the other two (2) as nominated by Us. In the event of a disagreement between them the percentage awarded shall be the average of the three (3) opinions. Limited to a maximum of 75% of the capital sum insured

Please note:

- (i) In respect to the Insured Persons aged under 18 years, Event 1 Accidental Death is limited to \$10,000.
- (ii) The Compensation payable under Events 1-17 is limited to 20% of the Compensation for that event whilst an Insured Person is engaged in travel to and from the organised activities prescribed in the Scope of Cover section whether or not an Insured Person is travelling individually or in a group or as a team member.

SECTION B – WEEKLY INJURY BENEFIT (See Special Provision 3(c))

THE EVENTS

THE COMPENSATION

Injury as defined, resulting in:

<p>18. Temporary Total Disablement, and an Insured Person is an Income earner.</p> <p>The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an Elimination Period of:</p> <p>(a) The period of time equal to the total of an Insured Person's accrued sick leave at the time of Injury or any similar entitlements. PLUS</p> <p>(b) The period specified in the Policy Schedule.</p>	<p>85% of Income (as defined) OR the maximum amount specified in the Policy Schedule whichever is the lesser.</p>
<p>19. Temporary Total Disablement, and an Insured Person is not an Income earner.</p> <p>The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an Elimination Period equal to the period specified in the Policy Schedule.</p>	<p>85% of the actual cost of Domestic Home Help certified OR the maximum amount specified in the Policy Schedule whichever is the lesser.</p>
<p>20. Temporary Total Disablement, and an Insured Person is a full time student.</p> <p>The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an Elimination Period equal to the period specified in the Policy Schedule.</p>	<p>85% of the actual cost of Home Tutorial OR the maximum amount specified in the Policy Schedule whichever is the lesser.</p>

Please note: Compensation shall not be payable under more than one of the event 18, 19 or 20 above in respect of the same injury

SECTION C – NON – MEDICARE MEDICAL EXPENSES

THE EVENTS

THE COMPENSATION

Injury as defined, resulting in:

<p>21. An Insured Person incurring Non-Medicare Medical Expenses.</p>	<p>100% of the cost incurred after deduction of the policy excess specified in the Policy Schedule to the maximum amount specified in the Policy Schedule.</p>
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SECTION D – FUNERAL EXPENSES

THE EVENTS

THE COMPENSATION

Injury as defined, resulting in:

22. The accidental death of an Insured Person covered under Event 1 of this Schedule.	100% of the actual costs of funeral or memorial services of an Insured Person OR the maximum amount specified in the Policy Schedule whichever is the lesser.
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SECTION E – BED CARE PATIENT BENEFIT

THE EVENTS

THE COMPENSATION

Injury as defined, resulting in:

23. An Insured Person being a Bed Care Patient.	If, as a result of Injury, an Insured Person becomes a Bed Care Patient, We will pay the amount specified in the Schedule for each week (up to a maximum of 26 weeks) that the Insured Person remains a Bed Care Patient beginning with the first day of confinement. A daily rate of 1/7 th of the Weekly Bed Care Patient Benefit will be paid for any period that is not a complete 7 days.
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This Policy shall not be binding unless The Schedule is countersigned by Our Authorised Signatory.

