

# Combined Product Disclosure Statement and Policy Wording



## Group Injury & Sickness Insurance



Bring on tomorrow



## How is your insurance arranged?

This insurance is issued/insured by:

**AIG Australia Limited (AIG)**  
**ABN 93 004 727 753**  
**AFSL 381686**  
**Level 12**  
**717 Bourke Street**  
**Docklands VIC 3008**

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

AIG Australia prepared this Product Disclosure Statement.

## Retail Clients

Under our AFSL we are required to provide 'Retail Clients' with a Product Disclosure Statement.

A Retail Client means an individual or small business.

'Small business' means a business employing less than

- (a) if the business is or includes the manufacture of goods - 100 people; or
- (b) otherwise 20 people.

Date prepared: 01 July 2019

PDS SO JM 09/00064.6

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



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# Product Disclosure Statement

## What Is The Product Disclosure Statement?

The **Product Disclosure Statement ('PDS')** contains information about key benefits and significant features of this Group Individual Injury and Sickness 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 group insurance is arranged**'.

## Key Benefits of Your Policy

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

- Injury (as defined) resulting in Death, Permanent Total Disablement and specified Permanent Total Loss (refer to **Section A** under **Table of Events** in the **Policy Wording**);
- Weekly Injury Benefit for Injury resulting in Temporary Partial Disablement or Temporary Total Disablement (refer to **Section B** under **Table of Events** in the **Policy Wording**);
- Weekly Sickness Benefit, for Sickness (as defined) causing Temporary Partial or Total Disablement (refer to **Section C** under **Table of Events** in the **Policy Wording**);

**Additional benefits** are available under various Sections of the policy and include:

- Rehabilitation Expenses (applicable to **Sections B and C**);
- Escalation of Claim Benefit (applicable to **Sections B and C**);
- Spouse and Dependant Children Benefit (applicable to **Section A**);
- Home Renovation Benefit (applicable to **Section A**);
- Accidental H.I.V Infection Benefit (applicable to **all Sections**)

Refer to the **Special Provisions – Additional Benefits** on **page 11** of the **Policy Wording**.

Details of the key benefits for all sections of cover are contained in the **Policy Wording** under the **Table of Events**.

Cover for each of the above is subject to acceptance of the risk by the issuer / insurer. 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**.

## Important Information

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

1. The **Policy Wording** contains a **Definitions** section on **page 8** 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 '**Special Provisions**' and '**Special Provisions – Additional Benefits**' on **pages 11 and 12** of the **Policy Wording**.
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 10** of the **Policy Wording**.
4. **Aggregate limits** and **aggregate** or **Elimination Periods** may apply to one or more of the sections of cover selected. Details are provided in the **Policy Wording**. Where applicable these will be shown on the **Policy Schedule**.
5. **Age limits** may apply to this policy. We will not be liable for any Event which happens to an Insured Person unless at the date of



the Event they are between the ages set out in the **Policy Schedule**.

6. This policy does not apply to any Event arising directly or indirectly out of pregnancy, childbirth or miscarriage.
7. This **PDS** and **Policy Wording** also contains important information about the rights and obligations of insured persons including information about Privacy, the Duty of Disclosure and General Insurance Code of Practice.

## Costs

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

- the level and range of cover options selected;
- applicable endorsements;
- elimination / aggregate periods;
- the number of insured persons;
- age and class of occupation.

The premium for this policy may vary during the policy period if the product issuer/insurer is advised of a change in the above which affects the insured person's cover, for example a change in:

- occupation; or
- sum(s) insured.

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

You may be entitled to claim a tax deduction for the premium paid under this policy. Please check with your tax accountant or the Australian Taxation Office for further information.

## Elimination 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**.

## Cooling Off Period

Insureds who are Retail Clients have 14 days after they receive this Policy to check that the Policy and benefits meet their needs. This is known as the Cooling Off Period. Within this Period the Insured may cancel the Policy and receive a full refund of all premiums paid.

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

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

The Cooling Off Period ceases if a claim is made before the 14 day Cooling Off Period has expired.

## 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, an Elimination Period or Aggregate may apply.

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



## Code of Practice

AIG is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

## About Our Complaints Process

**We** welcome every opportunity to resolve any concerns you may have with **Our** products or service. You can register a complaint by telephoning **Us** on 1800 339 669, lodging **Your** complaint on **Our** website or by writing to:

The Compliance Manager  
AIG Australia Limited  
Level 12, 717 Bourke Street,  
Docklands VIC 3008

As soon as **we** receive **Your** complaint **We** will take all possible steps to resolve it. **You** will receive a written response to **Your** complaint within 15 working days, unless **We** agree on a longer time frame with **You**.

If **You** are not satisfied with our response to **Your** complaint, **You** may wish to have the matter reviewed by our Internal Dispute Resolution Committee (IDRC). The IDRC is comprised of senior management of the company who have the experience and authority to decide on matters brought to them. If **You** wish to have **Your** complaint reviewed by IDRC please telephone or write to the person who has signed the response letter to **Your** complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the IDRC in reviewing **Your** claim or enquiry.

**Your** complaint will then be treated as a dispute. **You** may also make a request for a review by the IDRC by contacting:

The Chairperson IDRC  
AIG Australia Limited  
Level 12, 717 Bourke Street,  
Docklands VIC 3008

A written response setting out the final decision of the IDRC and the reasons for this decision will be provided to **You** within 15 working days of the date **You** advise **Us** **You** wish to take **Your** complaint to the IDRC.

If **We** are unable to provide a written response setting out the final decision **We** will keep **You** informed of progress at least every 10 days. If **You** are not satisfied with the finding of the IDRC, or if **We** have been unable to resolve **Your** complaint within 45 calendar days, **You** may be able to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA can make decisions with which **We** are obliged to comply. Its contact details are:

Website: <http://www.afca.org.au>  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Tel: 1800 931 678 (local call fee applies)  
In writing to Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

**You** should note that use of AFCA does not preclude **You** from subsequently exercising any legal rights which **You** may have if **You** are still unhappy with the outcome. Before doing so however, **We** strongly recommend that **You** obtain independent legal advice.

If **Your** complaint does not fall within AFCA's rules, **We** will advise **You** to seek independent legal advice or give **You** information about any other external dispute resolution options (if any) that may be available to **You**.

## The Financial Claims Scheme

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies to the Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>.

## Privacy Notice

**This notice sets out how AIG collects, uses and discloses personal information about:**



- **You, if an individual; and**
- **other individuals You provide information about.**

**Further information about Our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting Us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.**

#### **How We collect Your personal information**

AIG usually collects personal information from you or your agents.

AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

#### **Why We collect Your personal information**

AIG collects information necessary to:

- underwrite and administer Your insurance cover;
- maintain and improve customer service; and
- advise You of Our and other products and services that may interest You.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling Your insurance cover or reducing the level of cover, or declining claims.

#### **To whom We disclose Your personal information**

In the course of underwriting and administering Your policy We may disclose Your information to:

- entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of Your policy;
- banks and financial institutions for policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to You; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which You have a claim and such other countries as may be notified in Our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

#### **Access to Your personal information**

Our Privacy Policy contains information about how You may access and seek correction of personal information We hold about You. In summary, You may gain access to Your personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to Your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

#### **Complaints**

Our Privacy Policy also contains information about how You may complain about a breach of the applicable privacy principles and how We will deal with such a complaint.

#### **Consent**

Your application includes a consent that You and any other individuals You provide information about consent to the collection, use and disclosure of personal information as set out in this notice.



# Policy Wording

## Policy Conditions

The Insured Persons named in the Application Form/Policy Schedule are insured against Injury and/or Sickness as shown in the Policy Schedule on the following terms.

### Agreement

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

### Your Duty of Disclosure

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

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

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

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## Definitions

1. **We/Our/Us/Insurer** means AIG Australia Limited (AIG), ABN 93 004 727 753, AFSL 381686
2. **You/Your/Insured** means the Insured specified in the Policy Schedule and is the policyholder.
3. **Injury** means a bodily injury to an Insured Person resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except Sickness directly resulting from medical or surgical treatment rendered necessary by such Injury), provided the Injury:
  - (a) occurs on or after the Insured Person's Effective Date of Individual Insurance; and
  - (b) results in any of the Events specified in the Table of Events within 12 calendar months from the date of such Injury.
4. **Sickness** means sickness or disease first contracted by an Insured Person, on or after the Insured Person's Effective Date of Individual Insurance, which results solely and directly and independently of any other cause in Temporary Total Disablement, provided that the Temporary Total Disablement occurs during the Policy Period and continues for a period of not less than seven consecutive days from the date of commencement of treatment by a registered and legally qualified medical practitioner who is not the Insured Person or a family member.
5. **Temporary Total Disablement** means that as a result of Injury or Sickness the Insured Person is wholly and continuously prevented from engaging in his or her usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the Insured Person or a family member.
6. **Temporary Partial Disablement** means that as a result of Injury or Sickness the Insured Person is wholly and continuously prevented from engaging in more than 50% of the duties of his or her usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the Insured Person or a family member.
7. **Permanent** means lasting 12 consecutive months and at the end of that period being beyond hope of improvement.
8. **Permanent Total Disablement** means total disablement which continues for 12 consecutive months and at that time is certified by a registered and legally qualified medical practitioner (who is not the Insured Person or a family member) as being beyond hope of improvement and entirely preventing the Insured Person forever from engaging in any business, profession, occupation or employment for which he or she is reasonably qualified by training, education or experience.





9. **Paraplegia** means Permanent and entire paralysis of both legs and part or whole of the lower half of the body.
10. **Quadriplegia** means Permanent and entire paralysis of both legs and both arms.
11. **Total Loss** means the Permanent and total physical loss of the body part referenced in the Table of Events. Where that body part is a Limb, Hand, Foot, Finger or Toe, Total Loss means the Permanent and total physical loss or loss of use of that body part referenced in the Table of Events, or for an eye entire and irrecoverable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in that ear or speech entire and irrecoverable loss of speech.
12. **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
13. **Hand** means the entire hand below the wrist.
14. **Foot** means the entire foot below the ankle.
15. **Independent Existence** means the ability to dress, bathe, toilet and feed without assistance.
16. **Fingers, Thumbs Or Toes** means the digits of a hand or foot.
17. **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 or Sickness giving rise to the claim under this Policy.
18. **Elimination Period** means the period, commencing with the first day of Temporary Total or Partial Disablement for which medical treatment was sought, during which no Compensation is payable.
19. **Spouse** means the husband or wife or any de-facto partner of the Insured Person who has continuously lived with the Insured Person for at least 3 calendar months prior to an Event giving rise to a claim under Special Provisions – Additional Benefits 3. Spouse And Dependant Children Benefit of this Policy.
20. **Dependant Children** means the unmarried Dependant Children of the Insured Person who are:
  - (a) over 6 months of age and under 19 years of age; or
  - (b) under 25 years of age while they are full-time students at an accredited institution of higher learning;and at the time of an Event giving rise to a claim under Special Provisions – Additional Benefits 3. Spouse and Dependant Children Benefit of this Policy - are primarily dependent on the Insured Person for maintenance and support.  
Dependant Children includes step or legally adopted children.
21. **Policy Period** means the period shown in the Policy Schedule or subsequent Renewal Notice issued by Us.
22. **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.
23. **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.
24. **Insured person** means any person(s) who come within the description of the insured persons appearing in the Policy Schedule, who are nominated by you from time to time for insurance under this Policy and with respect to whom premium has been paid or agreed to be paid.



## Exclusions

This Policy does not apply to any Event arising directly or indirectly out of:

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 Terrorist Act.
4. The Insured Person engaging in any aerial activity, except as a passenger and not as a pilot or crew member in any aircraft licensed to carry passengers.
5. Intentional self-injury, suicide, or criminal or illegal act of the Insured Person who is the subject of the claim.
6. Pregnancy, childbirth or miscarriage.
7. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection. This Exclusion does not apply to Accidental H.I.V. Infection as described under Special Provisions – Additional Benefits 5. Accidental H.I.V. Infection Benefit.
8. Training for or participating as a professional in any sport.
9. Racing in or on any motor powered device.
10. Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.

In addition to the above Exclusions

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

## Exposure

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

## Disappearance

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

## Special Provisions

1. Compensation payable under Event 1. (Death) is payable to You, any other Compensation is payable to the Insured Person.
2. In respect to Section A – Capital Benefits:
  - (a) In the event of multiple Injuries sustained in the same accident and more than one Event can be claimed, only one Event will be compensated.
  - (b) If an Insured Person suffers an Injury resulting in any one of the Events 2 to 8 We will not be liable under this Policy for any subsequent Injury to that Insured Person.
3. Compensation is not payable:
  - (a) For more than one of the Events under Section B and Section C – (Weekly Benefits) in respect of the same period of time.
  - (b) For longer than the Aggregate Period shown in the Policy Schedule in respect of the Events in Section B or Section C – (Weekly Benefits) as regards any one Injury or Sickness.
  - (c) Unless as soon as possible after the happening of any Injury or Sickness giving or likely to give rise to a claim, the Insured Person obtains and follows proper medical advice from a registered and legally qualified medical practitioner who is not the Insured Person or a family member.



#### 4. **Weekly Benefits Limitation**

For each Insured Person the Compensation payable under Section B or Section C – (Weekly Benefits) is limited to the amount stated in the Policy Schedule or the Insured Person's weekly Income, whichever is the lesser.

If the 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 Section B or Section C – (Weekly Benefits) will be reduced by the amount necessary to limit the total of all payments and/or Compensation to his or her weekly Income or the limit stated in the Policy Schedule, whichever is the lesser.

#### 5. **Recurrence Of Temporary Total Disablement Or Temporary Partial Disablement (Weekly Benefits)**

If an Insured Person receives Compensation under Section B or Section C – (Weekly Benefits) and while this Policy is in force suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related causes within 6 consecutive months of his or her return to his or her occupation on a full time basis, We will consider such Disablement to be a continuation of the prior claim period.

The period of recurring Disablement will be aggregated with the prior claim period and will not be 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 during any one Policy Period will not exceed the amount shown in the Policy Schedule.
- (b) Our total liability for all claims arising under this Policy during any one Policy Period relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes will not exceed the amount shown in the Policy Schedule.

#### 7. **Age Limits**

We will not be liable for any Event which happens to an Insured Person unless at the date of the Event they are between the ages set out in the Policy Schedule.

## Special Provisions - Additional Benefits

#### 1. **Rehabilitation Expenses**

We will pay after the happening of an Event listed under Section B or Section C – (Weekly Benefits) of this Policy expenses incurred for tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and the agreement of the Insured Person's attending physician.

Compensation under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of six months.

#### 2. **Escalation Of Claim Benefit**

After payment of the Compensation under Section B or Section C – (Weekly Benefits) continuously for 12 months, and again after each subsequent period of 12 months during which Compensation is paid, We will increase the Compensation by 5 percent compound per annum.

#### 3. **Spouse And Dependant Children Benefit**

If the Insured Person suffers a work related Injury which results in Section A. Event 1. (Death) We will pay the following amounts in addition to the Sum Insured payable on the life of the Insured Person:

- (a) Surviving Spouse Benefit - \$5,000.
- (b) Dependant Children Benefit - \$5,000 for each Dependant Child to a maximum of \$15,000.



#### 4. Home Renovation Benefit

If as a direct result of Injury resulting in any one Event 2 to 9, the Insured Person is required to renovate his or her existing residence (including but not limited to the installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids) necessary for the Insured Person to perform daily lifestyle activities (ie washing, cooking, bathing and dressing) and to remain in and move around his or her existing residence, We will pay 80% of the cost incurred for such renovations to a maximum of \$10,000.

This Benefit is only payable:

- (a) where such renovations are undertaken with Our prior written agreement and the agreement of the Insured Person's attending physician; and
- (b) in respect of one residence only.

#### 5. Accidental H.I.V. Infection Benefit

We will pay to the Insured Person Compensation of \$25,000 if the Insured Person accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

- (a) as a direct result of Injury caused by a physical and violent bodily assault by another person on the Insured Person while he or she is covered under this Policy; or
- (b) as a direct result of the administering of medical treatment provided by a registered and legally qualified medical practitioner or registered nurse of an Insured Person's covered Injury or Sickness while he or she is insured under this Policy.

##### Special Conditions

- (i) Compensation will only be payable if the Insured Person is positively diagnosed within 180 days of the event giving rise to the H.I.V. infection.
- (ii) Compensation shall not be payable unless any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to Us and medical tests are carried out by a registered and legally qualified medical practitioner no more than forty eight (48) hours from the time and date of the event giving rise to the H.I.V. infection.
- (iii) The medical tests (to be made by recognised laboratory and clinical tests) carried out in connection with this Benefit must prove conclusively that the Insured Person was **not** H.I.V. positive at the time and date of the event giving rise to the H.I.V. infection. No Compensation is payable if You or the Insured Person fail to comply with or to provide the required level of proof.

## Conditions

#### 1. Cover

This Policy provides the Insured Person(s) with Insurance cover under those Sections of the Policy selected by You and/or the Insured Person in Your and/or the Insured Person's application for this Insurance. The selected cover is shown in the Policy Schedule.

#### 2. Effective Date Of Individual Insurance

The Insurance of any Insured Person (as specified in the Policy Schedule) will become effective on the latest of the following dates:

- (a) on the commencing date of the First Policy Period set out in the Policy Schedule;
- (b) on the date such Insured Person becomes eligible for Insurance hereunder;
- (c) where a Proposal is required by Us, on the date of Our acceptance of the Insured Person's written Proposal;

provided always that if such Insured Person is not regularly performing all the usual duties of his or her occupation or is not fit to do so on the date his or her proposal for Insurance would otherwise become effective, then this Insurance will only take effect on the date of return to the regular performance of all of his or her usual duties or when he or she is certified fit to do so.

#### 3. Individual Terminations

The Insurance of any Insured Person will immediately terminate on the earliest of the following dates:

- (a) on the date this Policy is terminated;
- (b) on the date the Insured requests that such Insured Person be deleted as an Insured Person;



- (c) on the date that such Insured Person leaves or is dismissed from Your employment or is retired or pensioned;
- (d) on the premium due date if You fail to pay the required premium except as the result of inadvertent error; or
- (e) on the date such Insured Person ceases to be eligible for Insurance hereunder.

#### 4. **Change Of Occupation**

You will give immediate written notice to Us of any change in the occupation of an Insured Person and agree to pay an additional premium if applicable.

No claim will be payable in respect of:

- (a) any Injury or Sickness arising out of or in the course of an occupation of greater risk than the occupation disclosed in Your application to Us, unless We have agreed to the change in occupation; or
- (b) any Injury or Sickness where We have been prejudiced by such non-disclosure of change in occupation, to the extent that We have been prejudiced by such non-disclosure of change in occupation.

#### 5. **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.

#### 6. **Cancellation**

- (a) This Policy may be cancelled by You at any time by giving Us written notice, in which case We will retain the proportion of the premium calculated at Our usual short term rates for the period the Policy was in force.
- (b) This Policy may be cancelled by Us if You or the Insured Person have been in breach of any of its Terms or Conditions or in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984, in which case We will refund the proportion of the premium for the unexpired Policy Period.

#### 7. **Claims Procedure**

- (a) Written Notice of Claim and supporting medical evidence in the form required by Us, and proof of identity, must be given to Us within 30 days of the occurrence of any Event or as soon thereafter as is reasonably possible. Notice may be given at Our Office where the Policy was issued.
- (b) We may have the Insured Person medically examined at Our expense when and as often as We may reasonably require after a claim has been made, or arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.
- (c) Compensation will be paid as soon as We have investigated and verified the information supplied and satisfied Ourselves that the claim falls within the Policy.

#### 8. **Australian Law**

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

#### 9. **Fraudulent Claims**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or the Insured Person or anyone acting on Your or the Insured Person's behalf to obtain any benefit under this Policy then any amount payable in respect of such claim shall be forfeited.

#### 10. **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.



## 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. Death  | 100%   |
| 2. Permanent Total Disablement  | 100%   |
| 3. Permanent Paraplegia or Quadriplegia   | 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 the lens of both eyes  | 100%   |
| 9. Permanent Total Loss of the lens of one eye  | 50%  |
| 10. Permanent Total Loss of hearing in  |  |
| (a) both ears   | 75%  |
| (b) one ear   | 15%  |
| 11. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body | 50%  |
| 12. Permanent Total Loss of use of four fingers and thumb of either hand  | 70%  |
| 13. Permanent Total Loss of use of four fingers of either hand  | 40%  |
| 14. Permanent Total Loss of use of one thumb of either hand   |  |
| (a) both joints   | 30%  |
| (b) one joint   | 15%  |
| 15. Permanent Total Loss of use of fingers of either hand   |  |
| (a) three joints  | 10%  |
| (b) two joints  | 7%   |
| (c) one joint   | 5%   |
| 16. Permanent Total Loss of use of toes of either foot  |  |
| (a) all – one foot  | 15%  |
| (b) great – both joints   | 5%   |
| (c) great – one joint   | 3%   |
| (d) other than great, each toe  | 1%   |
| 17. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures                            | Per tooth<br>1% (to \$10,000<br>in total for all teeth)  |
| 18. Shortening of leg by at least 5cm   | 7%   |
| 19. Permanent Partial Disablement not otherwise provided for under Events 8 to 18 inclusive   | Such percentage of the Capital Sum Insured as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the Compensation provided under Events 9 to 18. The maximum amount payable under Event 19 is 75% of the Capital Sum Insured shown in the Policy Schedule. |



## SECTION B – WEEKLY INJURY BENEFIT

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Cover under this Section is included only if specified in the Policy Schedule.

| <b>THE EVENTS</b>                 | <b>THE COMPENSATION</b>  |
|-----------------------------------|--|
| Injury as defined, resulting in:  |  |
| 20. Temporary Total Disablement   | During such Disablement the amount per week specified in the Policy Schedule or Income as defined, whichever is the lesser.  |
| 21. Temporary Partial Disablement | During such Disablement:<br>(a) if the Insured Person returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Event 20 per week and the weekly Income earned from personal exertion per week; or<br>(b) if the Insured Person does not return to work, the Compensation shall be 25% of the Compensation for Event 20 per week. |

## SECTION C – WEEKLY SICKNESS BENEFIT

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Cover under this Section is included only if specified in the Policy Schedule.

| <b>THE EVENTS</b>                 | <b>THE COMPENSATION</b>   |
|-----------------------------------|---|
| Sickness as defined, causing:     |   |
| 22. Temporary Total Disablement   | During such Disablement the amount per week specified in the Policy Schedule or Income as defined, whichever is the lesser.   |
| 23. Temporary Partial Disablement | During such Disablement, if the Insured Person returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Event 22 per week and the weekly Income earned from personal exertion per week. |

**Head Office**

**Sydney**

Level 19, 2 Park Street Sydney NSW 2000  
GPO Box 9933 Sydney NSW 2001

**Melbourne**

GPO Box 9933 Melbourne VIC 3001

**Brisbane**

GPO Box 9933 Brisbane QLD 4001

**Perth**

GPO Box 9933 Perth WA 6848

**Australia wide**

T 1300 030 886  
F 1300 634 940

**International**

T +61 3 9522 4000  
F +61 3 9522 4645

[www.aig.com.au](http://www.aig.com.au)



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