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## GROUP PERSONAL ACCIDENT POLICY

### FEDERATION OF PARENTS' & CITIZENS ASSOCIATION OF NSW STUDENT INJURY INSURANCE

#### YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

#### Non disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

#### IMPORTANT INFORMATION

Accident & Health International Underwriting Pty Ltd (hereinafter called A & H International) gives notice that this contract has been effected under an Authority, given to A & H International by The Company. A & H International has entered into the Contract as an agent of The Company and not an agent of the Insured.

All cover under this Policy is subject to:

1. The Payment of premium;
2. The terms and conditions contained in this Policy Document and in the Schedule;
3. The limits of liability referred to in the Policy.

Subject to the terms, conditions, exclusions and limitations contained in this Policy, this Policy provides cover for Disablement caused by Injury only or by Injury and Sickness and Benefits are payable in the circumstances set out in the Policy. The particular cover which applies to You and which You selected when You applied for this insurance is referred to in the schedule which forms part of this Policy.

If You are not entirely satisfied with this Policy You may cancel it by returning it to Us within twenty-one (21) days of the date of receipt. We will refund Your premium and the Policy will be treated as though it never existed.

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## **IMPORTANT DEFINITIONS**

For the purpose of this Policy, the following important definitions apply:

**INJURY** means bodily Injury resulting from an accident that occurs fortuitously to the Insured Person during the Period of Insurance and results in any of the Insured Events specified in the Table of Benefits within twelve (12) calendar months from the date thereof. Injury does not include:

- a. any consequences of an Injury which are ordinarily described as being a disease;
- b. an aggravation of a pre-existing injury unless caused by a separate and distinct accident.

**LOSS OF USE** means loss of, by physical severance, or total and permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

**PERIOD OF INSURANCE** means the period stated in the Schedule.

**PERMANENT** in relation to disablement means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

**PRE-EXISTING CONDITION** means a condition which does not first manifest itself during the period of Insurance.

**BED CARE PATIENT** means the Insured Person is necessarily confined to bed (such confinement commencing during a Period of Insurance) for a continuous period of not less than 24 hours.

**ARRANGEMENT DATE** is the date cover was arranged by Us.

**SCHEDULE** includes any current Schedule or renewal or variation of this Plan.

**THE COMPANY** means Allianz Australia Insurance Limited, ABN 15 000 122 850, of 2 Market Street, Sydney, NSW, 2000, Australia, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

**WE/OUR/US** means Allianz Australia Insurance Limited.

**A & H INTERNATIONAL** means Accident & Health International Underwriting Pty Ltd, AFS Licence No. 238261, ABN 26 053 335 952, of Level 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

**YOU/YOUR** is the Insured Person named in the Schedule. If the Insured is not the Insured Person, then YOU/YOUR in connection with the payment of premium, the General Conditions and receipt of Benefits means the Insured and in connection with the circumstances in which entitlement to Benefits arise means the Insured Person.

## EXTENT OF COVER

If, as a result solely and directly of Injury, You suffer from any of the following Insured Events set out in the Table of Benefits we will pay the compensation set out in that Table. However, all Insured Events including Disablement must occur within twelve (12) months of the Injury.

## TABLE OF BENEFITS

### INSURED EVENTS

### THE COMPENSATION being a percentage of the Sum Insured stated in the Schedule

		Cover 1	Cover 2
Injury resulting directly in:			
1.	Death	\$25,000	\$12,500
2.	Permanent Paraplegia & Quadriplegia	\$200,000	\$100,000
3.	Permanent Total Loss of sight of both eyes	\$100,000	\$50,000
4.	Permanent Total Loss of sight of one eye	\$50,000	\$25,000
5.	Permanent Total Loss of use of two limbs	\$100,000	\$50,000
6.	Permanent Total Loss of use of one limb	\$50,000	\$25,000
7.	Permanent and incurable insanity	\$50,000	\$25,000
8.	Permanent Total Loss of hearing in		
	a. both ears	\$40,000	\$20,000
	b. one ear	\$10,000	\$5,000
9.	Permanent Total Loss of four fingers and thumb of either hand	\$40,000	\$20,000
10.	Permanent Total Loss of the lens of one eye	\$30,000	\$15,000
11.	Permanent Total Loss of use of four fingers of either hand	\$25,000	\$12,500
12.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	\$25,000	\$12,500
13.	Permanent Total Loss of use of one thumb of either hand		
	a. both joints	\$15,000	\$7,500
	b. one joint	\$7,500	\$3,750
14.	Permanent Total Loss of use of fingers of either hand		
	a. three joints	\$5,000	\$2,500
	b. two joints	\$3,750	\$1,875
	c. one joint	\$2,500	\$1,250
15.	Permanent Total Loss of use of toes of either foot		
	a. all - one foot	\$7,500	\$3,750
	b. great - both joints	\$2,500	\$1,250
	c. great - one joint	\$1,500	\$750
	d. other than great, each toe	\$500	\$250
16.	Fractured leg or patella with established non-union	\$5,000	\$2,500
17.	Shortening of leg by at least 5cm	\$3,750	\$1,875
18.	Broken Bone Benefits caused directly and solely by Injury		
	a. Neck or spine (full break)	\$2,000	Nil
	b. Hip, pelvis	\$1,000	Nil
	c. Skull, shoulder blade	\$600	Nil
	d. Collar bone, upper leg	\$300	Nil
	e. Upper arm, kneecap, forearm, elbow	\$250	Nil
	f. Lower leg, jaw, wrist, cheek, ankle, hand, foot	\$100	Nil
	g. Ribs	\$75	Nil
	h. Finger, thumb, toe	\$50	Nil
	Maximum compensation any one accident with respect to Event 18.	\$2,000	Nil

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### **Event 19, Non-Medicare Medical Expenses (Cover 1 only)**

If an Insured Person suffers an Injury during the Period of Insurance and whilst engaged on authorised activities, we will pay 85% of the cost of the following expenses, provided they are incurred within twelve (12) months of the Injury, being expenses paid to a legally qualified medical practitioner, nurse or hospital for medical, surgical, x-ray, hospital or nursing treatment, including the cost of medical supplies and excluding the cost of dental treatment, provided that we shall not be liable to make any refund in respect of:

- a. any expenses recoverable by the Insured Person from any other source except for the excess of the amount recoverable from such other source.
- b. the rendering in Australia of a professional service for which Medicare benefit is, or would but for subsection 18(4) of the Health Insurance Act 1973 be payable.
- c. any expenses to which section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply.

Compensation for medical expenses shall be limited to \$5,000 and we will not be liable for the first fifty (\$50) dollars of each and every claim.

### **Event 20, Dental Expenses (Cover 1 only)**

If an Insured Person suffers an Injury during the Period of Insurance and whilst engaged on authorised activities, we will pay 85% of the cost of dental expenses, provided they are incurred within twelve (12) months of the Injury, being expenses paid to a legally qualified medical practitioner for dental treatment, provided that we shall not be liable to make any refund in respect of:

- a. any expenses recoverable by the Insured Person from any other source except for the excess of the amount recoverable from such other source.
- b. the rendering in Australia of a professional service for which Medicare benefit is, or would but for subsection 18(4) of the Health Insurance Act 1973 be payable.
- c. any expenses to which section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply.

Compensation for dental expenses shall be limited to \$5,000 and we will not be liable for the first fifty (\$50) dollars of each and every claim.

### **Event 21, Clothing Allowance (Cover 1 only)**

It is hereby declared and agreed that cover shall only apply to clothing, educational and/or sporting equipment due to property lost or damaged as a result of an accident for which treatment was required and administered by a qualified health care provider. Compensation payable shall be limited to \$250.

### **Event 22, Emergency Transport (Cover 1 only)**

It is hereby declared and agreed that should an ambulance be required or other mode of transport where an ambulance would ordinarily be required the compensation payable shall be limited to \$100,000.

### **Event 23, Bed Care Coverage (Cover 1 only)**

Should an Insured Person be confined to hospital as a Bed Care Patient (as defined) due to an accident we will pay the amount stated in the schedule provided that such hospital confinement is certified as necessary by a legally qualified medical practitioner and shall be under continuous care of a registered nurse.

The compensation payable for Bed Care Coverage shall be limited to \$250 per week payable for an aggregate period of 52 weeks.

**Definition:** Bed Care Patient means the Insured Person is necessarily confined to bed (such confinement commencing during a Period of Insurance) for a continuous period of not less than 24 hours.

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## Event 24, Student Tutorial Benefits (Cover 1 only)

It is hereby declared and agreed that in the event of an accident students are entitled to reimbursement of student tutorial fees provided that:

- a. such fees are paid to a professionally qualified tutor who continues teaching the student during the period in disability;
- b. such fees must be certified by a legally qualified medical practitioner.

The compensation payable for student tutorial benefits shall be limited to \$200 per week payable for an aggregate period of 20 weeks.

## ADDITIONAL BENEFITS

### 1. Exposure

If as a result of an Injury occurring during the Period of Insurance you are exposed to the elements and suffer from any of the Insured Events set out in the Table of Benefits as a direct result of that exposure, we will pay compensations accordingly.

### 2. Disappearance

If you disappear following the disappearance, sinking or wrecking during the Period of Insurance of a conveyance in which you were then travelling and your body has not been found within one (1) year after the date of disappearance, we will pay a compensation on the assumption that you died as a result of an injury at the time of the disappearance, sinking or wrecking of the conveyance.

## GENERAL CONDITIONS

1. Compensation shall not be payable for more than one of the Insured Events 1-17 in respect of the same Injury, in which case the highest compensations will be payable.
2. No further compensation will be payable under this Policy and all cover under this Policy will cease if you become entitled to the payment of a Sum Insured being 100% of the Sum Insured stated in the Schedule.
3. Written notice of claim must be given to us within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.
4. Upon receipt of a notice of claim, we shall submit our usual claim form for completion. We shall not be liable to make any payment under this Policy unless the claim form is properly completed and all information reasonably required by us has been furnished at your expense.
5. We may at our own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out.
6. No action at law shall be brought to recover on this Policy prior to the expiration of sixty (60) days after our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the date of the Injury giving rise to the claim.
7. This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall retain a proportion of the premium calculated at Our usual short-term rates for the time the Policy has been in force. We may cancel this Policy in accordance with the provisions of the Insurance Contracts Act. Upon cancellation by Us, we shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.
8. All compensations shall be paid to you, or in the case of your death, to your legal personal representative.
9. If a sum is shown in the Schedule as being the Aggregate Limit of Liability, we shall not be liable to pay compensations under this Policy totalling in all more than the Aggregate Limit of Liability Sum Insured for all claims arising under this Policy during the Period of Insurance shown in the Schedule, including any current Schedule.

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## **EXCLUSIONS**

No compensations are payable under this Policy for any Insured Event resulting from Injury which:

1. is deliberately self-inflicted or caused by You;
2. results from a criminal or illegal act committed by you;
3. results from You being under the influence of alcohol or an illegal drug.
4. results from any pre-existing condition (as defined);

## **GOVERNING LAW AND JURISDICTION**

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

## **NOTICE**

### **1. Code of Practice**

Allianz Australia Insurance Limited is a signatory to the General Insurance Code of Practice developed by the Insurance Council of Australia. The aim of the code is to raise the standards of practice and service in the insurance industry. Further information is available on request.

### **2. Dispute Resolution**

We will do everything possible to provide a quality service to You, Our customer. However, We recognize that occasionally there may be some aspect of Our service or a decision We have made that You wish to query or draw to Our attention.

Accident & Health International staff are always available to listen to You and to help where they can. If, after talking to a staff member, You wish to take the matter further, We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within fifteen (15) working days.

If You are not happy with Our answer, or We have taken more than fifteen (15) working days to respond, You may take Your complaint to the Financial Ombudsman Service Limited (FOS), an external dispute resolution body. FOS also has a Claims Review Panel which will adjudicate on claims.

Access to the External Dispute Resolution process is free of charge to You. In addition, although Allianz Australia is bound by the panel's decision, You are not and You have a right to pursue the matter elsewhere if You wish. If the dispute relates to Privacy it may be referred to the Privacy Compliance Committee of the FOS.

We will provide the contact telephone number and address of FOS upon request.

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## **YOUR PERSONAL INFORMATION AND PRIVACY**

We ask You only for the information that is necessary for Us to assess Your application. If You do not give Us all the information requested, We may not be able to process Your application. Where any information is optional, this is shown on the form.

We use the information We collect to assess Your application and the risk involved, and to calculate the premium payable.

We may also use the information if, having issued You with a policy, We are processing Your claim and need to check some details.

We will only disclose information about You to third parties if We need to in order to assess claims, or if required by law. This will include checking Your previous claims history with the Insurance Reference Service. We will keep the information about You secure against unauthorised access.

You have the right to apply for access to personal information held by Us. Such application should be directed to Us in writing where it will be considered by Our internal privacy disputes department. If the information collected is incorrect or inaccurate we will correct it.