

# Voluntary Workers Accident Insurance Policy Wording

Group Personal Accident Cover



## GLOSSARY OF TERMS USED

**‘Accident’** means sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

**‘Benefit Period’** means the period for which a Benefit is payable, and does not start until the first date of Treatment by a qualified medical practitioner following the Injury.

**‘Certificate’** means the policy schedule, policy certificate, Endorsement certificate or any renewal certificate.

**‘Earnings’** means your weekly pre-tax pay exclusive of overtime payments, bonuses, commission or allowances averaged over the twelve months prior to Injury. If you are self employed then Earnings shall instead mean your gross annual income from your personal exertion after allowing for costs and expenses incurred in deriving that income for the twelve months prior to Injury divided by 52.

**‘Endorsement’** means a certificate or replacement Schedule issued by IAA noting alterations or changes to the Policy.

**‘Injury’** means bodily injury (including death) resulting from an Accident which is not a sickness and which occurs while this Policy is in force.

**‘Insured Person’** means a person who is eligible to receive cover under this Policy.

**‘Occupation’** means your usual occupation, business, trade or profession.

**‘Paraplegia’** means Permanent total paralysis of both legs.

**‘Partial Disability’** means that you can perform one or more of the duties of your Occupation necessary to produce income and you experience a reduction in income due to your continuing Injury as confirmed by a medical practitioner.

**‘Period of Insurance’** means period shown as such in the Schedule or such other period specified in the Member Certificate for an Insured Person.

**‘Permanent’** means lasting twelve consecutive months and at expiry of that period being beyond hope of improvement.

**‘Policy’** means this policy wording, the application, the Schedule, any extension certificate and any special conditions or Endorsements issued to you in either electronic or written form.

**‘Premium’** means the amount payable by you for the insurance provided by IAA under this Policy including all applicable taxes, duties and imposts as invoiced by IAA or on IAA’s behalf.

**‘Quadriplegia’** means Permanent total paralysis of both legs and both arms.

**‘Schedule’** means Schedule of Cover attaching to and forming part of this Policy.

**‘Total Disability’** means the result of an Injury which entirely prevents you from carrying on any occupation for which you are reasonably qualified.

**‘Total Loss of Use’** means the physical severance or permanent loss of the full effective use of the part of the body referred to in the Capital Benefits List.

**‘Treatment’** means the period for which an action or course of medication was prescribed by a registered medical practitioner or health professional, whether you complied with this advice or not.

**‘Voluntary Work’** means unpaid voluntary work performed on behalf of you.

**‘Waiting Period’** means the period of consecutive days stated in the Schedule during which no benefits are payable for Temporary Total or Temporary Partial Disability of an Insured.

**‘We/Our/Us’ & ‘IAA’** mean Insurance Agency Australia Pty Ltd (IAA) A.B.N. 98 166 013 734 as Corporate Authorised Representative (447235) of Underwriting Australia Pty Ltd (AFSL 322536).

**‘You/Your’** and its derivatives mean you in your capacity as an Insured Person under this Policy.

## GENERAL CONDITIONS

### DUTY OF DISCLOSURE

Before you enter into a contract with us, you have a duty of disclosure, under the Insurance Contracts Act 1984, to disclose every matter that you know, or could be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and, if so, on what terms. Your duty however does not require disclosure of the 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 its business, ought to know; or
- As to which compliance with your duty is waived by the insurer.

Your duty of disclosure applies when you first enter into this Policy with us, and also when you renew, vary, extend, reinstate or replace your Policy.

### NON DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its 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.

### BASIS OF AGREEMENT

This Policy and the Schedule shall be read as one contract.

The insurance provided by the Policy takes into account the information provided in the proposal form and as disclosed elsewhere to IAA at the time of arranging this cover. If you have fulfilled your duty of disclosure, then, upon payment of the required Premium, IAA will insure you during the Period of Insurance in the manner and to the extent specified in the Policy.

### HEADINGS

The headings of sections in this Policy are for reference purposes only and do not affect interpretation.

### OTHER INSURANCE

Any Benefits payable under this Policy shall be reduced by the amount you are paid, or entitled to be paid, under any other insurance policy for the same Injury.

### AGE LIMIT

The cover afforded by this Policy only applies to Injury to persons who are aged 16 to 65 inclusive.

### AGGRAVATED INJURY

If the consequences of an Accident are aggravated by any condition or physical

disability of the Insurer Person which existed before the Accident occurred, the amount of any compensation payable under this Policy in respect of the resulting Injury will be the amount which is reasonably considered would have been payable if such consequences had not been so aggravated.

### EVIDENCE OF INJURY

No Benefit shall be payable unless we are supplied with such evidence as we require with respect to the Insured Person's age, state of health and circumstances in which the Injury arose. We must be supplied at the Insured Person's expense such certificates as we may require signed by the Insured Person's medical practitioner.

### MEDICAL EXAMINATION

At our own expense we may require the Insured Person to be medically examined by a medical practitioner or other practitioner nominated by us.

### ALTERATION OF RISK

If changes which may render the previously provided information incorrect at any point during the Period of Insurance you must advise IAA immediately or as soon as is practicable.

### CANCELLATION

The Policy may be cancelled:

- by you at any time, and the Premium will be adjusted on a pro rata basis having regard to the unexpired component of the Period of Insurance, subject to minimum premium, and less 20% for IAA's costs.

- by IAA in accordance with the Insurance Contracts Act 1984 by giving you at least 3 business days written notice.

We will not refund your premium if we have paid any claim made by you prior to receipt of your written cancellation instruction.

#### **CLAIM NOTIFICATION**

If there is any event which may give rise to a claim under this Policy you must, as soon as reasonably practicable, inform IAA of such event, and provide all information and assistance which IAA may reasonably require in relation to investigating the event.

#### **COOLING OFF**

You may return this Policy to us within 14 days of the date we enter into it provided that no right or power under your Policy has been exercised, including a claim being made. Where you return it within the 14 days we will cancel the Policy and give you a full refund of premium.

#### **FRAUD**

If you make a claim that is in any way fraudulent, IAA will have the right to cancel

this Policy, and may seek legal recourse against you.

#### **SEVERABILITY**

Any term of condition of the Policy that is illegal or unenforceable may be severed from this Policy and the remaining terms and conditions of the Policy, or parts thereof, continue in force.

#### **SUBROGATION**

Where you have a right to recover your loss from any other party, then, if we have accepted your claim, IAA will be entitled to exercise that right in your name and to its own benefit. You must take all reasonable steps and provide all assistance reasonably necessary to assist us in exercising this right.

## **SECTION ONE WEEKLY BENEFITS FOR INCOME EARNERS**

#### **TOTAL DISABILITY FOR INCOME EARNERS**

We will pay you a Total Disability Weekly Benefit in accordance with the amount shown in the Certificate, if, because of Injury during Voluntary Work you are entirely prevented from working in your Occupation within twelve months of the Injury. We will pay you

the Earnings that you have lost or the Weekly Benefit shown in the Certificate, whichever is the lesser, to the maximum period shown in the Certificate as the Benefit Period.

This cover only applies to Injury, and not to illness/sickness.

#### **PARTIAL DISABILITY FOR INCOME EARNERS**

Following any period where you have been Totally Disabled because of an Injury and paid Weekly Benefits for the disablement under this Policy, and you cease to be Totally Disabled but remain Partially Disabled from the same Accident Injury, we will pay you a Partial Disability Weekly Benefit. This is calculated at the difference between the Insured Person's pre-disability salary and current salary derived from their reduced employment capacity.

## **SECTION ONE - CONDITIONS**

#### **MULTIPLE INJURIES**

If you have more than one Injury at any time, it will not constitute any greater entitlement to any benefit payable under this Policy than would apply for a single Injury.

#### **SUCCESSIVE PERIODS**

Any successive period of disablement

resulting from the same Injury will be considered as one period of disablement.

#### **PROOF OF EARNINGS**

You may be required to substantiate the amount of your Earnings.

#### **CONTINUED RESIDENCY**

To be entitled to Benefits under this Policy you must be a resident of Australia, and continue to be a resident of Australia for the duration that Benefits are payable.

#### **MEDICAL ADVICE**

For any Benefit to be payable under this Policy the Insured Person must seek medical advice and undertake Treatment from a registered medical practitioner and continue to do so whilst remaining Totally or Partially Disabled. Evidence of each such visit must be provided where we request it.

#### **PAYMENTS**

Weekly Benefits shall be payable to the Insured Person fourteen days in arrears and will be calculated from the end of the Waiting Period at one seventh of the Weekly Benefit for each day of Temporary Total or Partial Disablement.

#### **WORKERS COMPENSATION**

We will reduce our payments to you by any Weekly Benefit that you are entitled to

receive from Workers Compensation or other legislative benefits.

#### **WAITING PERIOD**

No Benefit will be paid during the first period that you cannot work which is shown in the Certificate as the Waiting Period.

#### **BEYOND THE BENEFIT PERIOD**

Benefit payments will cease immediately following expiry of the Benefit Period as shown in the Certificate, or upon death of the Insured Person should that occur first.

#### **COMMENCING WORK**

Benefit payments will cease if, whilst you are receiving Weekly Benefits, you commence any new paid occupation, or any return to your existing occupation except as allowed for under Partial Disability as described in this Section.

#### **WEEKLY LIMIT**

We shall not pay any amount which is more than the percentage of the amount of your Earnings specified in the schedule for that period.

## **SECTION TWO WEEKLY BENEFITS FOR NON-INCOME EARNERS**

We will pay 75% of non-Medicare medical expenses, including the cost of medical supplies, incurred by you within 12 months of sustaining Injury during voluntary work, up to the maximum amount specified in the Schedule, less the Waiting Period, in respect of an Insured Person if the Injury occurs during the period of insurance.

## **SECTION TWO - CONDITIONS**

#### **CERTIFICATION**

This Section will only cover medical expenses that are certified necessary by a legally qualified and registered medical practitioner to a private hospital, physiotherapist, nurse or similar provider of medical services.

#### **MEDICARE**

We will not pay for any medical expenses that are subject to any full or partial rebate from Medicare and/or are recoverable by you from any other source, whether such recovery is made or not.

### **DENTAL**

We will not pay for Dental Treatment unless such Treatment is necessarily incurred to reinstate sound natural teeth, excluding dentures, as a result of Injury.

### **HEALTH ACT**

The cover afforded under this Policy excludes any expenses to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations that may apply thereunder or thereafter, apply.

## **SECTION THREE CAPITAL BENEFITS**

If Injury results in any of the conditions listed in the section 'Capital Benefits List' within twelve months of the date of an Injury occurring within the Period of Insurance, we will pay the amount shown as a percentage of the Capital Benefit shown in the Certificate.

## **SECTION THREE - CONDITIONS**

### **ACCIDENTAL DEATH**

In the event of your Accidental Death we will pay your estate the Accidental Death Benefit set out in the Capital Benefits list. In this

event this will however be the only Capital Benefit that will be paid.

### **DISAPPEARANCE**

If an Insured Person is travelling on a conveyance and their means of transportation disappears, sinks or is wrecked, and their body has not been found within one year we will presume that they have died as a result of Injury and will pay the Accidental Death benefit accordingly. We will only make a payment in this circumstance however if the legal representative of their estate provides us with a signed undertaking to repay these amounts if it is later found that they did not die, or that they did not die of an Injury.

### **MULTIPLE INJURIES**

Whether from the same Injury or not, we will not pay any Capital Benefit for more than one condition at any one time. If you suffer more than one Injury or both Injury and Death as a result of the same Accident, we will pay you the highest Capital Benefit that you qualify to receive for any one of the Injuries, or Death if you die as a result of the Accident, but not each.

### **DEATH**

Where a Benefit is payable for death of an Insured Person, and a percentage of the Capital Benefit has already been paid for the same Injury that then results in death, the

further payment will be reduced by the amount of the Capital Benefit already paid.

### **AGGREGATE LIMIT**

The maximum amount we will pay for any one event involving more than one Insured Person is the Aggregate Limit of Liability shown in the Certificate. If this amount is not enough to pay all claims in full, then we will reduce each Insured Person's benefit proportionately.

### **ACCUMULATION OF BENEFITS**

Any Capital Benefit payable under this Policy shall be reduced by the amount of any other Capital or Weekly Benefit we have paid in connection with the same Injury.

## **GENERAL EXCLUSIONS**

This Policy will not cover any losses arising directly or indirectly, or in connection with:

### **PRE-EXISTING CONDITIONS**

Any pre-existing Injury of which you were aware or for which you have received Treatment, have been prescribed medication or have consulted a medical practitioner or other health professional prior to the

commencement date of cover. This includes any aggravation of such a condition.

#### **CHILDBIRTH OR PREGNANCY**

Any Injury of physical condition relating to pregnancy or the act of childbirth.

#### **SUICIDE**

Death arising from any action by you for which the intended consequence was your own death.

#### **CRIMINAL ACT**

Any act by you that is illegal.

#### **DEGENERATION**

Any degenerative condition.

#### **DISEASE**

Any disease, including any consequences of an Injury which are ordinarily described as being a disease.

#### **SELF INFLICTED INJURY**

Deliberate exposure to exceptional danger (except in an attempt to save human life), resulting in your own injury, or any Injury caused directly to yourself that is intentional.

#### **MENTAL ILLNESS**

Neurosis, psychoneurosis, psychosis, mental, emotional, depression, stress or anxiety condition, disease or disorder.

#### **DRUGS**

The consumption of alcohol or the taking of drugs or narcotics other than under the direction of a registered medical practitioner provided that such direction is not given due to Treatment for drug addiction or dependence.

#### **WAR & TERRORISM**

War, Hostilities or warlike operations (whether war be declared or not), Invasion, Act of any enemy foreign to Australia, Civil war, Riot, Rebellion, Insurrection, Revolution, Overthrow of the legally constituted government, civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, explosions of war weapons, utilisation of weapons of mass destruction that do not involve an explosive sequence, murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a foreign state to Australia whether war be declared with that state or not, terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear.

## **IMPORTANT INFORMATION**

### **ABOUT INSURANCE AGENCY AUSTRALIA PTY LTD**

Insurance Agency Australia Pty Ltd (IAA) A.B.N. 98 166 013 734 is a Corporate Authorised Representative (447235) of Underwriting Australia Pty Ltd (AFSL 322536). IAA specialises in developing and providing tailored insurance solutions in Australia. To find out more about us, visit [www.insuranceaa.com.au](http://www.insuranceaa.com.au), contact us at [admin@insuranceaa.com.au](mailto:admin@insuranceaa.com.au), by phone (08) 9248 3679 or by post at PO Box 1768 Malaga WA 6090.

### **PRIVACY STATEMENT**

IAA uses personal information you have provided for the purposes of assessing your request for insurance, issuing, administering and managing your insurance, and may also occasionally notify you of other IAA products. In providing your insurance, IAA may need to share your information with third parties including your agent or broker, IAA's reinsurers and claims service providers.

### **GST**

This Policy has a GST provision in relation to Premium and our payment to you for claims.



If you are not registered for GST, then your sums insured and Limits of Liability under the Policy are inclusive of GST. If you are registered for GST, then your sums insured and Limits of Liability under the Policy are exclusive of GST.

When we calculate the amount we will pay you for a claim, where we have agreed to pay the claim, IAA will reduce the GST amount it pays by the amount of any Input Tax Credit (ITC) to which you are entitled. Where a payment is made under this Policy as compensation instead of payment for a relevant acquisition, IAA will reduce the GST amount it pays by the amount of any ITC to which you would have been entitled had the

payment been applied to a relevant acquisition.

### **DISPUTE RESOLUTION**

If a situation arises where you would like to make a complaint, IAA will try to resolve it as promptly and reasonably as possible.

Please contact IAA's service staff in this case.

If you prefer to address the matter in writing send it to: [team@underwriting.com.au](mailto:team@underwriting.com.au), or

mail to: "Customer Service

Underwriting Australia Pty Ltd

PO Box 7100 McMahons Point NSW 2060."

The Customer Service team is trained to respond to your concerns efficiently and professionally. If they are not able to resolve

the matter to your satisfaction, they will request that their Supervisor or Manager address your concern.

You will be notified of IAA's decision within 15 working days of us receiving notice of the dispute.

#### **If your complaint is still unresolved**

If your concern is not resolved to your satisfaction you may contact the:

Financial Ombudsman Service

GPO Box 3 Melbourne VIC 3001

Phone. 1300 780 808. Fax. (03) 9613 6399

Email. [info@fos.org.au](mailto:info@fos.org.au), Web. [www.fos.org.au](http://www.fos.org.au)



## CAPITAL BENEFIT LIST

The Capital Benefit amount in the third column is shown as a percentage of the Capital Benefit amount set out in the Certificate

No.	Death or Type of Injury	Percentage
1	Death	100%
2	Paraplegia or Quadriplegia	100%
3	Permanent total loss of sight in one or both eyes	100%
4	Permanent total loss of one or more limbs	100%
5	Permanent incurable insanity	100%
6	Permanent total loss of hearing in both ears	75%
7	Permanent total loss of hearing in one ear	15%
8	Permanent total loss of the lens of one eye	50%
9	Third degree burns to more than 40% of the entire body	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 the use of one joint of a thumb of either hand	15%
13	Permanent total loss of the use of two joints of a thumb of either hand	30%
14	Permanent total loss of use of one joint of fingers of either hand	5%
15	Permanent total loss of use of two joints of fingers of either hand	8%
16	Permanent total loss of use of three joints of fingers of either hand	10%
17	Permanent total loss of use of all toes on either foot	15%
18	Permanent total loss of use of one joint of either big toe	3%
19	Permanent total loss of use of both joints of either big toe	5%
20	Permanent total loss of use of any toe other than big toes; each toe	1%
21	Fractured leg or patella (knee cap) with established nonunion (bones fail to join properly)	10%
22	Shortening of leg by at least 5cm	7%