voluntary workers personal accident

insurance product disclosure statement and policy



Preparation date: 17/06/2004



Insurer **CGU Insurance Limited** ABN 27 004 478 371 An IAG Company

voluntary workers

This is an important document. If you cannot read and understand English, please use an interpreter to explain it to you before entering into this contract of insurance.

Questo è un documento importante. Se non avete una buona conoscenza dell'Inglese, per favore fatevelo spiegare da un interprete prima di concludere un contratto di assicurazione.

Αυτό είναι πολύ σπουδαίο έγγραφο. Αν έχετε δυσκολία με τα Αγγλικά, παρακαλείστε να μεταχειρισθείτε διερμηνέα να σας το εξηγήσει προτού συνάψετε μια ασφαλιστική συμφωνία.

這是一份重要文件。如你不諳英語,在投保前, 請先用傳譯員為你解釋保險合約。

ان هذه الوثيقة هامة. إذا كنت لا تجيد الإنكليزية، يُرجى استعمال مترجم كي يشرحها لك قبل أن تدخل طرفًا في عقد تأمين.

Dies ist ein wichtiges Dokument. Falls Sie die englische Sprache nicht beherrschen, lassen Sie es sich von einem Dolmetscher erklären, bevor Sie einen Versicherungsvertrag eingehen.

Đây là một văn kiện quan trọng. Nếu quý vị không thông thạo tiếng Anh, xin vui lòng nhờ thông dịch viên giải thích để quý vị hiểu rõ thước khi ký tên vào hợp đồng bảo hiểm.

Este es un documento importante. Si Ud. No tiene conocimientos sólidos de inglés, pida a un intérprete que le explique el documento antes de contratar el seguro.

នេះគឺជាឯកសារមួយដែលមានសារៈសំខាន់ ។ ប្រសិនបើអ្នកពុំសូវចេះភាសា អង់គេសច្បាស់លាស់ទេ សូមស្នើសុំអ្នកបកប្រែភាសាឲ្យពន្យល់ប្រាប់អ្នកមុនពេល អ្នកយល់ព្រមចុះកិច្ចព្រមព្រេវ្រងធានារាំប់រងណាមួយ ។

Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001.

To assist you to locate specific items in the policy wording, a table of contents is provided on page 5 and an index is provided on page 12.

Introduction

Who is the insurer

CGU Insurance Limited is the insurer of the insurance policy. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this booklet the insurer is called 'we', 'us' or 'our'.

How to contact us

You may contact us by any of the following ways:

- In person at any CGU Insurance office.
- By telephone on:

ACT (02) 6248 6088 NSW (02) 4935 7100 NT (08) 8981 2384 QLD (07) 3212 7878 SA (08) 8405 6300 TAS (03) 6345 3500 VIC (03) 5320 1400 WA (08) 9278 1333

- By writing to us at CGU Insurance, GPO Box 9902 in your capital city.
- By email on our website www.cgu.com.au

The purpose of this PDS

This PDS has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits and risks and information about how the insurance premium is calculated. You still need to read the policy wording which commences on page 3 for a full description of the terms, conditions and limitations of the insurance policy.

General Insurance Code of Practice

CGU Insurance proudly supports the General Insurance Code of Practice. The purpose of the Code is to raise the standards of practice and service in the general insurance industry. Details about the Code are shown in the policy wording under 'General Insurance Code of Practice' on page 3. Brochures on the Code are available from your nearest CGU Insurance office.

Your cooling-off period

We will refund all premium paid for cover under the insurance policy if you request cancellation of the insurance policy within 21 days of its commencement. To do this, you must advise us in writing and return the schedule to your nearest CGU Insurance office. You will not receive a refund if you have made a claim under the insurance policy. Details about the cooling-off period are shown in the policy wording under 'CGU Insurance Triple Guarantee' on pages 3 and 4.

What to do if you have a dispute

If you have a concern about the insurance policy, our decision on your claim, our service or the service of our authorised representatives, loss adjusters or investigators, you may access our internal dispute resolution process. To do so, please contact your nearest CGU Insurance office.

In the event we are unable to resolve your concern through our internal dispute resolution process, you may then request the matter be reviewed by the Insurance Ombudsman Service. This is a free service available to you by calling 1300 78 08 08. The scheme is administered by Insurance Ombudsman Service Limited ABN 23 062 284 888. Details about the dispute resolution system are shown in the policy wording under 'Our service commitment' on page 11.

Your privacy

We treat your personal information with care. We will not release your personal information to anyone else other than another insurer, an insurance reference service or as permitted or required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisers. Details about your privacy are shown under 'The way we handle your personal information' on page 4.

Your duty of disclosure

We rely upon the information you provide to us when you apply for insurance, and when you renew, change or reinstate your policy. You must tell us everything that you know, or should know, could affect our decision to insure you and/or the terms on which we insure you.

Details about disclosure information are shown in the policy wording under 'What you need to tell us' on page 6 and 'What you need not tell us' on page 6.

How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

How to make a claim

To make a claim, please contact your nearest CGU Insurance office, or call 13 15 32 when something happens that you believe you can claim for. Details about making a claim are shown in the policy wording under 'How to make a claim' on page 10.

Taxation Information

CGU Insurance shows all taxes and charges as separate items on all schedules.

Significant features and benefits of this policy

- Personal Accident cover includes:
 - Accidental death.
 - Total or partial permanent loss of limbs, sight or hearing.
 - A capital benefit for temporary or permanent incapacity to perform any occupation for at least one year.
 - A weekly benefit if the insured person is incapable of carrying out all or some of the usual duties of the insured person's usual occupation.

For details of these benefits, refer to the policy wording under 'Events A1-A3 and C1-C17' on page 8.

Exclusions

Our insurance is designed to provide protection for you in the event of something happening which has been insured against.

Under some circumstances, this policy will not provide any insurance cover to you.

For example, we will not pay claims for events which are caused by or made more serious by:

- Any deliberate or self-inflicted injury.
- The insured person being under the influence of, or addicted to, alcohol.
- The insured person taking part in a sporting activity.
- The insured person taking part in aerial activities, or travelling by air.

This lists some of the events that are not covered by this insurance, and for full details of all relevant policy exclusions you should read the policy wording and schedule to make yourself aware of all the exclusions that apply.

In the policy wording you should refer to 'When we will pay' on page 8, 'Words that have a special meaning' on pages 6 and 7, the 'Table of cover' on page 8, 'Limits to the cover' on page 9 and 'When we will not pay' on page 9.

It is important that you are aware of these exclusions and so you should read them.

There are things that you must do in order for your insurance cover to apply. For example, you must pay the premium. In the policy wording we show what you need to do under 'What you are required to do for us' on page 10.

Significant risks

Type of work undertaken

You must tell us in writing as soon as possible if there is any change in the type of work engaged in by the insured person(s) during the period of insurance which could affect the risk of injury or accident. We may decide to discontinue cover or to apply an additional premium.

An insured person suffering injury

You must make sure that the insured person, as soon as possible after he or she suffers any injury, obtains and follows medical advice from a medical practitioner.

Limitations applying to an insured persons age

You must be aware that we will not pay any benefits for injury to any person who is under the age of 15 years or over the age of 75 years at the time that the accident occurs.

Disclosure

You have certain disclosure obligations that you need to comply with. Failure to comply with these obligations may have consequences in terms of your insurance cover or in the event that you make a claim. Your disclosure obligations and the consequences of not complying with these obligations are outlined in the policy wording under 'What you need to tell us' on page 6 and 'What will happen if you do not tell us' on page 6.

Excesses

The amount of any benefit payable under this policy may be reduced by an excess period. An excess is a period of time for which we will not pay any benefits. The amount of each excess will be shown on your schedule.

In most instances you can select at the time of your enquiry or application for insurance the amount of policy excess you wish to apply should you have a claim. When you select a higher policy excess period, we will normally reduce the amount of premium we charge you.

In some instances, we will impose the period of excess that will apply should you have a claim. In deciding to impose an excess period, we take into consideration a number of factors in setting the excess period. These include factors relating to the type of cover you require, the occupation of the insured person, and the insured person and insured's previous insurance and claims history. At the time of your enquiry or application for insurance, the period of the excess will be advised to you.

Costs

The premium payable by you will be shown on your schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of your enquiry or application for insurance. These include factors relating to the type of work undertaken by voluntary workers, how many voluntary workers may be engaged at any one time, your claims history, the type of cover and the limits selected.

Premiums are subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your schedule.

Voluntary Workers Personal Accident Insurance Policy

Please read this policy before you apply for insurance.

This policy sets out the terms, conditions and limits that apply for the insurance we make available to you.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

Our agreement with you is made up of your application, this policy, and the schedules and endorsements we send to you. Endorsements are notices we send to confirm any change to your insurance.

Keep this policy in a safe place. You may want to refer to it from time to time.

If you need more information about this insurance policy, please contact our agent or your broker. We are happy to give you personal attention and service in relation to this or any other insurance enquiry.

General Insurance Code of Practice

CGU proudly supports the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The code aims to improve:

- The quality, comprehension and accuracy of policy documents and other information provided to consumers.
- Employee and representative training and supervision.
- Claims handling and dispute resolution.

Brochures on the Code are available from your nearest CGU office.

CGU Insurance Triple Guarantee

Our guarantee assures you of quality insurance and service at all times.

Service Guarantee

We will provide you with the highest standards of service.

Fair Dealing Guarantee

We will meet any claims covered by your policy fairly and promptly.

Money Back Guarantee

You have 21 days after you receive your numbered policy schedule to be sure you have the cover you require. If it is not the cover you require, you can cancel the policy. To do this, you must advise us in writing and return the schedule to your nearest CGU Insurance office. You will receive a full refund of the premium paid, providing nothing has occurred for which a claim is payable under the policy.

The way we handle your personal information

We collect personal information from you for the purpose of providing you with insurance products and services, and processing and assessing claims. You can choose not to provide this information, however, we may not be able to process your requests. We may disclose information we hold about you to other insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators and/or legal advisers. If you wish to update or access the information we hold about you, contact us.

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Your policy

What you need to tell us

You must tell us everything that you know, or should know, could affect our decision to insure you and/or the terms on which we insure you. You must do this when you apply for a policy, renew your policy and when you change or reinstate your policy. When we ask you specific questions, you must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by the policy answers all questions in this way. These requirements are part of the Insurance Contracts Act 1984.

What you need not tell us

You do not need to tell us anything that:

- Reduces our risk.
- Is of common knowledge.
- We know, or as an insurer should know.
- We say that we do not want to know.

What will happen if you do not tell us

If you withhold relevant information or you do not answer our questions in the way we have described, we can reduce the amount we pay for your claim, or we can cancel your policy. If your failure to tell us is fraudulent, or your answers are untruthful, we can treat your policy as if it never existed.

Important notices

1. Claims

This policy does not cover any injury suffered in an accident that occurred before the commencement of the period of insurance.

2. Cover

Please note, in relation to:

- Death this policy can cover death by accident. It cannot cover death by illness or disease.
- Hernia this policy does not cover hernia.

When you are insured

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the schedule that we will send you. The insurance applies for the period for which you have paid us (or agreed to pay us) the premium. You may pay your premium by cash, cheque or credit card. If your cheque or credit card is dishonoured by your financial institution, you are not insured.

Who is insured by this policy

The organisation whose name is set out in the schedule as 'the insured' is the organisation that takes out the policy. This organisation is referred to as 'you' ('your') in this policy booklet, but may be referred to as 'the insured' in the schedule and other documents.

The persons described in the schedule as the 'insured person(s)' are the voluntary workers, engaged in the type of work described in the schedule, against whose injury you are insuring.

Who is the insurer

CGU Insurance Limited is the insurer. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this policy the insurer is referred to as 'we','us' or 'our'.

Words that have a special meaning

In this policy there are words that have a special meaning. These words are listed below.

Benefit(s) means the amount calculated by

multiplying the percentage shown as the benefit for the event as set out in the Table of cover on page 8 of this booklet, by the amount

shown on your schedule.

Event(s) means the event(s) set out in the

'Table of cover' on page 8 of this

booklet.

Insured person means a voluntary worker engaged

in the type of work described in the schedule. See also under 'Who is insured by this policy', on page 6.

Medical practitioner

means a doctor in general practice who is qualified and licensed to practise medicine in the place where he or she is practising, or a specialist medical doctor to whom the insured person is referred by such a doctor

in general practice.

Occupation means any trade, business,

profession or employment.

Period of insurance

means the period between the dates stated on your schedule, for which the insurance cover applies.

Personal weekly income

means the average weekly income earned by the insured person (after deducting the average weekly expenses incurred in earning that income) over the period that the insured person has been continuously engaged in his or her occupation, or over 52 weeks, whichever is the shorter period, immediately before the date that the event happened.

Schedule

means the document we give you which sets out the details of your insurance cover. You receive a schedule when you first take out your insurance and again when the policy is renewed or changed.

Cover

When we will pay

If any of the events, set out in the 'Table of cover' below, happens to the insured person during the period of insurance, we will pay the benefit set out next to that event. Your schedule sets out which of the events are covered and the amount of the benefits.

The event must result solely and directly from an injury suffered by the insured person, in an identifiable accident, which occurred not more than one year before the event, while:

- (a) doing voluntary work, which you have organised and which you control, for you; or
- (b) travelling to, from, or during such voluntary work, but not while travelling by air.

We will not pay the benefit for event A3 until the condition for which you are claiming has continued for at least one year.

Please also refer to the 'Limits to the cover', 'Age limits' and 'When we will not pay' on page 9.

Who we will pay

We will pay benefits to you or, if requested by you, to the insured person or his or her personal legal representative.

Table of cover

	The Events		The Benefits
A1	The insured person becoming totally incapable of carrying out all of the usual duties of his or her usual occupation. There must be no usual duties at all that the insured person can carry out.	100%	of the weekly amount specified for events A1 and A2 in the schedule, for each week of continuing incapacity.
A2	The insured person, being a person who does not engage in any occupation, becoming totally incapable of carrying out some of his or her usual duties, and necessarily incurring the cost of employing domestic help as a result.	25%	
A3	The insured person becoming totally and permanently incapable of carrying out any occupation at all. There must be no duties and no occupation at all that the insured person can carry out.	100%	of the amount specified for event A3 in the schedule, as one lump sum.
C1	Death.	100%	of the amount specified for events C1 to C17 in the
C2	Total and irrecoverable loss of all sight in both eyes.	100%	schedule, as one lump sum.
C3	Total and permanent loss of the use of both hands.	100%	
C4	Total and permanent loss of the use of both feet.	100%	
C5	Total and permanent loss of the use of one hand and one foot.	100%	
C6	Total and permanent loss of the use of one arm or the greater part of one arm.	80%	
C7	Total and permanent loss of the use of one leg.	75%	
C8	Total and irrecoverable loss of all sight in one eye as well as irrecoverable loss of at least 50% of the sight of the other eye.	75%	
C9	Total and permanent loss of the use of one hand, or four fingers and the thumb of one hand, or the lower part of one arm.	70%	
C10	Total and permanent loss of the use of one foot or the lower part of one leg.	60%	
C11	Total and permanent loss of hearing.	50%	
C12	Total and irrecoverable loss of the lens of, or of all sight in, one of two eyes.	20%	
C13	Burns or disfigurement of more than 50% of the body.	20%	
C14	Total and permanent loss of the use of either phalanx of	15%	
	either thumb.	each	
C15	Total and permanent loss of the use of any phalanx of any	4%	
	finger.	each	
C16	Total and permanent loss of the use of any toe other than a	6%	
	great toe, or either phalanx of either great toe.	each	
C17	Total and permanent loss of hearing in one ear.	15%	

Limits to the cover

- We will only pay benefits for a maximum of 52 weeks for event A1 or A2 as a result of any one accidental injury.
 - If the insured person returns to the usual duties of his/her usual occupation and then suffers an aggravation or relapse of the original injury, we will treat this aggravation or relapse as a continuation of the original claim and not as a new claim. The time in between, when the insured person returned to his or her usual duties, will not count toward the limit of 52 weeks.
- 2. We will only pay benefits for one of the events A1 or A2 for the same period of time.
- 3. If you have made a claim for any of events C1 to C17, the most we will pay for event A3, as a result of the same accidental injury, is the amount, if any, by which the benefit for event A3 is more than the amount already claimed.
- 4. If more than one of events C1 to C17 happens to the insured person during the period of insurance, we will only pay for the event that has the greatest benefit. The most we will pay is 100% of the amount specified for events C1 to C17 in the schedule.
- 5. The most we will pay for event A1 is 85% of the reduction in the insured person's personal weekly income, resulting from event A1, which is not replaced from any other source.
- The most we will pay for event A2 is the cost actually and reasonably incurred by the insured person for the employment of essential domestic help.
- 7. The most we will pay in total for all insured persons who are injured while travelling in one vehicle, vessel or craft is \$1,000,000.

Age limits

We will not pay any benefits for injury to any person who is under the age of 15 years or over the age of 75 years at the time that the accident occurs.

When we will not pay

We will not pay claims for any event which is caused by, or made more serious by:

- 1. Any deliberately self-inflicted injury.
- Any deliberate taking of poisonous substances or drugs except as prescribed by a medical practitioner.
- 3. The insured person being under the influence of, or addicted to, alcohol.
- 4. Hernia.

- 5. Any injury suffered in an accident which occurred before this cover commenced.
- 6. The insured person taking part in a sporting activity.
- 7. The insured person travelling by air or taking part in other aerial activities.
- 8. The insured person taking part in a riot or civil commotion, or criminal activity.
- 9. War or warlike activity, whether or not war is declared.
- 10. Acts of foreign enemies, hostilities, terrorism, rebellion, insurrection or revolution.
- 11. Anything radioactive or involving nuclear energy or nuclear weapons material.

Important information

You cannot give your rights away

You cannot give anyone else an interest in this policy without our written consent.

What you are required to do for us

- You or any other person who may be entitled to a benefit under this policy must comply with the conditions of this policy and you must co-operate with us in exercising our rights.
- 2. You must pay us the premium for this insurance.
- (a) You must tell us in writing, as soon as possible, of anything that changes the facts or circumstances relating to your insurance.
 - (b) You must tell us in writing, as soon as possible, if there is any change in the type of work engaged in by the insured person(s).

We may decide to discontinue or change the cover or apply an additional premium.

Cancelling your policy before the due date

You can cancel this policy at any time. To do this you must ask in writing to cancel your policy. The policy will end when we receive your request.

We can cancel this policy if you do any of the following.

- 1. Make a misleading statement to us when you apply for your insurance.
- Fail to tell us anything you should tell us when you apply for this policy, renew this policy or when you change or reinstate this policy.
- 3. Fail to comply with the conditions of this policy.
- 4. Fail to pay the premium for this insurance.
- 5. Are not fair and open in your dealings with us.
- Make a claim during the period of this policy that is not true. The claim does not have to be against this policy and can be with us or another insurance company.

We may also cancel this policy if there is a change in the circumstances of the risk during the period of insurance.

If we cancel this policy, we will tell you in writing.

Return of premium if your policy is cancelled before the due date

If your policy is cancelled before the due date, we will return to you the premium paid for the period from the date the policy ended to the due date of the policy.

How to make a claim

- 1. You must tell us in writing as soon as possible after the insured person suffers any injury that may result in a claim.
- 2. You or the insured person must pay the cost, if any, of certificates, reports or other evidence that we may require (except as in 3., below, and the 'Special condition', on page 11).

Our claim forms include certificates of incapacity to be filled in on behalf of the insured person. We will only consider an initial certificate of incapacity from a medical practitioner. We may require additional supporting proof if you or the insured person are claiming for any period of incapacity before the date on which the initial certificate was issued. We will tell you if we need you to provide any other specific information.

We will consider certificates of continuing incapacity from a medical practitioner or from a registered physiotherapist, registered chiropractor or registered osteopath if appropriate to the insured person's injury.

3. The insured person must be available as reasonably required for examination by any medical practitioner(s) chosen by us. We will pay for the examination(s).

Special condition

When an insured person dies, we may require a post-mortem examination. We will pay for this examination.

Our service commitment

CGU Insurance is proud of its service standards and supports the General Insurance Code of Practice. In the unlikely event that you are not satisfied with the way in which we have dealt with you, as part of our commitment to customer service, we have an internal dispute resolution process in place to deal with any complaint you may have.

If you are not satisfied with any of the following, please contact your nearest CGU Insurance office.

- One of our products.
- Our service.
- The service of our authorised representatives, loss adjusters or investigators.
- Our decision on your claim.

Our staff will help you in any way they can. If they are unable to satisfy you, they will refer the matter to the appropriate manager who will immediately deal with the matter. If the manager cannot resolve the matter, the manager will escalate the matter to our internal dispute resolution staff.

Our internal dispute resolution staff will review the matter and will try to reach a satisfactory outcome. Once their review has been completed, they will advise you of our final decision within 15 working days. If they need longer, they will contact you and explain the reasons why. Our internal dispute resolution process is a free service to you.

If you do not agree with our final decision, the matter may be reviewed through the Insurance Ombudsman Service. The scheme is administered by Insurance Ombudsman Service Limited ABN 23 062 284 888.

The scheme is an external body that is independent of this company. It will investigate the matter and make its decision at no cost to you.

Access to the Insurance Ombudsman Service is not available to you if your staff numbers or business turnover exceeds the jurisdictional limits of the Insurance Ombudsman Service Limited. We can advise you of these limits or they can be confirmed by calling the Insurance Ombudsman Service Limited on 1300 78 08 08.

Brochures outlining our internal dispute resolution process are available from your nearest CGU Insurance office.

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Insurer
CGU Insurance Limited
ABN 27 004 478 371
An IAG Company

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