



Protecting and supporting your community



# **Personal Accident Insurance**

Product Disclosure Statement  
and Policy Wording

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# About Ansvar

## Insurance from one of Australia's specialist insurers

Ansvar's Personal Accident insurance policy has been specifically designed to protect your organisation's most valuable assets:

- Category A: Its Volunteers for injury incurred whilst performing volunteer duties.  
and/or
- Category B: Its Students/Children and/or Members for injury incurred whilst participating in your activities.

You may select either or both Categories A and/or B. The insured Categories will be shown in your Certificate of Insurance.

The amount of the benefits and the circumstances in which they are paid is contained in the Insurance Coverage section starting on page 8.

### About Ansvar

Ansvar is a specialist risk and insurance provider for the Care, Community, Education, Faith and Heritage sectors in Australia. Owned by a charity, we are an ethical insurer committed to our community with all available profits going to charitable causes. Ansvar is dedicated to creating long-term partnerships, providing bespoke solutions and offering excellent customer service.

Ansvar is owned by the Ecclesiastical Insurance Office plc, est. 1887, a leading insurer of heritage, religious and charitable organisations in the UK.

### Our approach

Service is paramount at Ansvar, and our team is committed to consistently providing the best client experience possible.

Our dedicated Claims team are focused on quickly solving the problems of our clients. With a compassionate approach they are always mindful of the reputation of our clients, particularly when handling sensitive claims.

Because Ansvar understands the varied and vast risk exposure of our clients in our core sectors, we offer expert Risk Management advice and practical solutions to help our clients protect their assets and importantly, their people.

Through our expertise and flexible underwriting approach, Ansvar offers tailored insurance solutions to provide the right cover to suit the unique needs of our client's within our core sectors.

### Supporting our community

Our goal is to be a valued and recognised contributor to the community. This has been the ethos of Ansvar since our inception.

Each year, through our Community Education Program, Ansvar donates a percentage of our profits to organisations that provide valuable support to improve and enrich the lives of young Australians, so that they may contribute positively to the community in which they live.

## About this Product Disclosure Statement (PDS)

This product disclosure statement (PDS) contains two sections:

1. **Important Information**  
Provides general information about your Personal Accident Insurance Policy.
2. **The Contract between you and Ansvar Insurance**  
Details the terms and conditions of your Personal Accident Insurance Policy.

The financial product offered in the PDS is provided by Ansvar Insurance Limited.

The Table of Contents provides a summary of the content of the PDS. The purpose of this PDS is to assist you to understand your insurance policy and enable you to make an informed choice about your insurance requirements.

The Personal Accident Insurance policy in conjunction with the certificate of insurance and any endorsements we issue upon acceptance of your proposal, provide a full description of the terms, conditions and limitations of the insurance cover.

You will need to read the entire PDS for a full understanding of these terms, conditions and limitations including the benefits, risks and information about how the insurance premium is calculated.

Please read this PDS before you apply for this insurance. This PDS was prepared in August 2021.

### Who is the insurer and how can we be contacted?

Ansvar Insurance Limited (Ansvar Insurance), ABN 21 007 216 506, is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 5, 1 Southbank Boulevard, Southbank, Victoria. The Ansvar Insurance Australian Financial Services Licence number is 237826.

Our contact details are:

Ansvar Insurance

Phone: 1300 650 540

Post: GPO Box 1655, Melbourne, Victoria 3001

Email: [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

Website: [www.ansvar.com.au](http://www.ansvar.com.au)

### Cooling off Period

We will refund the entire premium you have paid for cover under this insurance policy if you cancel the policy within 21 days of its commencement. To do this, you must advise us in writing and return the certificate of insurance to your nearest Ansvar Insurance office. The policy will be cancelled with effect from the inception date. You will not receive a refund if you have made a claim or intend to claim under the insurance policy.

### Target market determination

We have produced a target market determination (TMD) document for this product. The purpose of this document is to provide customers, brokers and staff with the appropriate information to understand the type of businesses this product is designed for, how it is distributed and the approach Ansvar takes to keep it consistent with the likely objectives, financial situations and needs of their customers.

You can access a copy of the TMD for this product on [www.ansvar.com.au](http://www.ansvar.com.au) or contact us for a copy.

## Important Information

### Changes to the PDS

Information in this PDS is subject to change from time to time. Changes in your Personal Accident Insurance Policy will be communicated to you in several ways and these are:

- If a change will affect you adversely, Ansvr Insurance will issue you with a new PDS or a Supplementary PDS prior to the renewal of the insurance each year;
- For minor changes which are not materially adverse to you, we will communicate the changes to you in writing at the earliest opportunity;
- Information can be obtained by telephoning our toll free number (1300 650 540), calling at one of our offices or visiting our website at [www.ansvar.com.au](http://www.ansvar.com.au) to find out what changes might have occurred;
- If changes have occurred, we will be pleased to provide you with a paper copy of them on request.

### Terrorism

This policy excludes cover as a result of terrorism.

In the event that bodily injury occurs and is linked to an event declared a terrorism incident by the responsible Government Minister, then you may be afforded protection within the limits of indemnity of this policy by virtue of the Terrorism Insurance Act 2003 (Cth).

A more detailed explanation of the operation of the Terrorism Insurance Act 2003 (Cth) can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au).

### Costs

The premium payable by you for this insurance policy is shown in your Certificate of Insurance.

The premium payable will be determined considering factors such as those listed below.

Your premium may alter if you make changes to your insurance cover or your circumstances change during the period of insurance.

Relevant Rating Factor	Factors which may increase your premium	Factors which may decrease your premium
Capital/Weekly Benefits Limit	Higher Capital/Weekly Benefit	Lower Capital/Weekly Benefit
Deferral Period	Low Period	High Period
Type of Activities	Heavy manual work	Light clerical work
No. of Insured persons	High number of Insured persons	Low number of Insured persons
Claims history	Adverse previous claims	Low number of previous claims
No. of Years in Operation	New business venture with minimal history	Well established business operations with documented history

Premiums and fees are subject to Commonwealth and State taxes and levies which include Goods and Services Tax and Stamp Duty. All are shown in your certificate of insurance.

## Code of Practice and Privacy Act

As a signatory to the General Insurance Code of Practice we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you. More information can be found at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or by contacting us.

Ansvr Insurance places the highest priority on providing prompt, efficient and friendly service including the protection of your privacy.

We collect your personal information to provide you with insurance products. The information we collect is used to assist us to provide you with our general insurance products, to manage our relationship with you and to assess and process claims. We will not be able to supply you our policy if you do not provide us with your personal information. The information is generally collected from you when you are applying for or enquiring about our insurance products or when making a claim.

At times we rely on third party suppliers (e.g. agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform specialised activities for us. Your personal information may be provided to them so that they can carry out their agreed activities. They are bound by confidentiality and non-disclosure agreements and are prohibited from using the information for any other purpose. These service providers are aware of their obligations under the Privacy Act 1988 (Cth) and the General Insurance Code of Practice. We are unlikely to provide your personal information to overseas recipients.

Our Privacy Policy includes further information about how we handle your personal information including how you can access and correct your information or make a privacy related complaint. For more information please visit our website: [www.ansvar.com.au](http://www.ansvar.com.au) or you can contact one of our offices.

## Complaints and disputes

Ansvr is committed to resolving any complaint you may have in relation to our products, services or handling of your personal information. Our process has 3 key stages.

### 1. Make a complaint

Please refer your complaint to us using one of the following options:

Phone: 1300 650 540

Email: [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

Post: **Ansvr Customer Disputes Resolution**

GPO Box 1655, Melbourne, Victoria 3001

Your complaint will be reviewed and a response provided to you within 7 business days of us receiving notice of the complaint. Please ensure you provide a telephone number at which you may be contacted.

### 2. Refer for internal dispute resolution

If you are not satisfied with our response, you may ask us to refer your complaint to our Internal Dispute Resolution Committee. The committee is made up of representatives from across our organisation that have the appropriate knowledge and authority to deal with your complaint. The committee will review your complaint and provide their decision in writing to you within 7 business days from the date of receiving all necessary information about your concerns.

### 3. Refer for external dispute resolution

Ansvar is a member of the Australian Financial Complaints Authority (AFCA). AFCA was established in 2018 as an independent service to deal with complaints from consumers and small business about financial services and products. If we are unable to resolve your complaint, you may seek advice from AFCA.

Contact the **Australian Financial Complaints Authority**

Website: [www.afca.org.au](http://www.afca.org.au)

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Post: GPO Box 3, Melbourne, Victoria 3001

### Critical documents

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document;
- your current certificate of insurance;
- any endorsements.

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

### Your duty of disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you.

You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate an insurance contract.

#### If you do not tell us something

If you do not tell us anything you are required to tell us, 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.

### Goods and Services Tax (GST)

This insurance policy has provision for payment of Goods and Services Tax:

- By you in relation to premiums;
- By us in relation to claims.

## The contract between you and Ansvar Insurance

In consideration of payment of your premium, and subject to your obligations under this PDS and insurance policy, we will insure you under this policy, and as shown in your certificate of insurance. Your insurance commences from the time we accept your proposal or variation and concludes at 4.00pm local standard time on the dates shown in the certificate of insurance.

If the terms of this policy are not observed, cover may be reduced or cancelled to the extent that the non-compliance prejudices our interests.

# The Policy: Personal Accident Insurance

## General definitions applicable to this policy

Certain words and phrases that appear in this policy in bold italics have special meanings as set out below where used in this policy;

**aggregate limit of liability** means the amount shown in the **certificate of insurance** which is the maximum amount **we** will pay for any one event or in any **period of insurance**.

**aircraft** means any vessel, craft or thing made or intended to fly, glide or move in or through the atmosphere or space, or over water, and includes hovercraft.

**asbestos** means **asbestos**, **asbestos** fibres or any derivatives of **asbestos** including any product containing any **asbestos**, **asbestos** fibres or any derivatives of **asbestos**.

**benefit period** means the maximum number of weeks shown in the **certificate of insurance** and starting with the end of the **deferral period** during which temporary **total disablement** or **partial disablement** benefits are payable.

**bodily injury** means injury caused solely and directly by an accident, including exposure to the elements subsequent to an accident, which occurs during the **period of insurance** (but does not include any condition which is also a sickness or disease or any degenerative condition unless caused as a direct result of a **bodily injury**). Provided that the **bodily injury** results solely and independently of any other cause (including pre-existing physical or congenital conditions) and occurs within 12 calendar months from the date of such accident.

**capital benefits** means the amount shown in **your certificate of insurance** for **capital benefits**.

**certificate of insurance** means the **certificate of insurance** attaching to this **policy** or any **certificate of insurance** subsequently issued during the **period of insurance**, and which shows;

- **your** operations;
- the sums insured and/or limits of liability applicable;
- the premiums payable for this insurance;
- any endorsements to this **policy**;

**child/children** means any person under the age of 18 years officially registered for care with the insured organisation.

**deferral period** is the period of time shown in the **certificate of insurance** during which no benefits are payable for temporary **total disablement** or temporary **partial disablement**.

**direct travel** means travel between a **volunteer's** place of residence and his or her place of voluntary work and shall include any minor deviations or interruptions which in no way increase the risk of injury that would have normally arisen had the **volunteer** travelled directly.

**excess** means the amount **you** must contribute towards a claim where specified within this **policy** and/or any endorsement.

**illness** means a sickness or disease or degenerative condition of any kind.

**income** means

- For a "salaried employee" (not otherwise covered below), their weekly pre-tax income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed; or
- For a "salary packaged" employee, their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing

and meal allowances), before personal deductions (but excluding bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed.

- For a "self employed person", their weekly pre-tax income derived from personal exertion after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been self employed.

**Insured person** means the persons specified in the **certificate of insurance** under Category A and/or B.

**limb** means an arm at or above the wrist or a leg at or above the ankle whether in the singular or plural.

**medical practitioner** means a person who

- is defined as a **medical practitioner** under the **National Law** or regulations made under **National Law**; and
- is registered under the **National Law** to practice that profession.

**member** means any person official registered for membership with the insured organisation.

**National Law** means the Health Practitioner Regulation National Law established under the Health Practitioner Regulation National Law Act 2009 or equivalent legislation enacted in any state or territory of Australia.

**partial disablement** means disablement that prevents the **Insured person** from substantially attending to the **Insured person's** usual occupation as certified by a legally qualified **medical practitioner**,

**period of insurance** means the time and date cover under this **policy** starts to the time and date cover under this **policy** expires as shown in the **certificate of insurance**.

**permanent** means lasting in excess of 12 calendar months from the commencement of total and at the end of that period being considered unlikely to improve and will continue for an indefinite period.

**policy** means this contract of insurance entered into between **you** and **us**.

**student** means any person officially enrolled for education with the insured organisation

**terrorism act** means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of that nation, or in pursuit of political, religious, ideological, ethnic or similar purposes or reasons to intimidate the public or a section of the public of any nation, by any person or groups of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

- Involves force or violence against one or more persons, or threat thereof; or
- Involves damage to property or injuries to persons; or
- Endangers life of persons other than that of the person committing the action; or
- Creates a risk to health or safety of the public or a section of the public; or
- Is designed to interfere with or disrupt an electronic or computer system.

**total disablement** means disablement that entirely prevents the **Insured person** from carrying out all the normal duties of the **Insured person's** usual occupation, as certified by a legally qualified **medical practitioner**.



**volunteer** means any person who is legally entitled to be engaged by **you** to work or to provide services to **you** or on **your** behalf for **your** benefit in the carrying out of **your operations** and who receives no remuneration or compensation in money or any other benefit for carrying out their duties for **you**.

**we, us, our** means Ansvr Insurance Limited ABN 21 007 216 506 AFS Licence No 237826.

**weekly bodily injury benefits** means the amount shown in **your certificate of insurance** for **weekly bodily injury benefits**.

**you, your** means the company, organisation or person insured and shown in the **certificate of insurance**.

## General conditions applicable to the policy

The following conditions apply to this **policy**.

### Cancellation

**You** may cancel this **policy** at any time by notifying **us** in writing. **You** may be required to pay **us** the premium for the period during which the policy has been in force if **you** cancel this **policy** mid-term, unless cancellation occurs within 21 days of its commencement.

**We** can cancel this **policy** in accordance with the Insurance Contracts Act 1984 (Cth). **We** will be entitled to retain premium for the period during which this **policy** has been in force.

**We** will refund to **you** the proportion of the premium for the remaining Period of Insurance. When the premium is subject to adjustment, cancellation will not affect your obligation to supply to us such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

### Changes to risk insured

**You** must tell **us** as soon as reasonably practicable of you becoming aware of any changes to **your operations** or activities which significantly or materially affect the risk insured by this **policy**.

**We** will advise **you** in writing if **we** agree to accept the material changes based on our business guidelines and you must agree to pay any additional premium **we** may require.

If **you** do not tell **us** of any material changes, or if **we** do not agree to accept the material changes, or if **you** do not pay **us** any additional premium **we** require, then in all such cases, **we** will not be liable to indemnify **you** for any liability to pay compensation, caused by or contributed to by the material changes.

### Goods and Services Tax

**You** must inform **us** of the extent to which **you** are entitled to an Input Tax Credit (ITC) for the premium each time that a claim is made under this **policy**. No payment will be made to **you** for any GST liability that **you** may acquire on the settlement of a claim if **you** have not informed **us** of **your** entitlement or correct entitlement to an ITC.

Notwithstanding anything contained in this **policy**, **our** liability in respect of a claim under this **policy** will be calculated taking into account any Input Tax Credit (ITC) to which **you** are entitled for any acquisition relevant to a claim, or to which **you** would have been entitled if **you** were to have made the relevant acquisition.

If the limit of liability is not sufficient to cover **your** loss, **we** will only pay GST (less any relevant ITC) that relates to **our** proportion of **your** loss. **We** will pay the GST amount in addition to the limit of liability, sub limit of liability or any **sum insured**.

For the purposes of this General condition, 'GST', 'ITC', 'acquisition' and 'supply' have the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.

### Geographical Limit

Cover provided under this policy is limited to events occurring within the Geographical Limit as detailed within the certificate of insurance.

### Headings

In this **policy**, unless the context otherwise requires, headings are merely descriptive and not to aid interpretation.

### Jurisdiction

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

### Medical Information

No **compensation** is payable unless the **Insured person** obtains and follows medical advice from a legally qualified **medical practitioner**. Any benefit commences from the time the **Insured person** first sought medical advice following a **bodily injury**. The **Insured person** or his/her legal representative must supply **us** with appropriate supporting medical information from a **medical practitioner** in relation to any claim made under this **policy**.

Further, **we** may at **our** own expense arrange for any medical examination or examinations or any autopsy to be carried out. **We** may also at any time during the claim ask for further information or appoint a person to conduct further enquiries into the nature and circumstance of the claim.

**We** may also request a progressive claim form be completed by the **Insured person's** attending physician or specialist.

### Monthly instalments

**You** may pay **your** premium by monthly instalments direct from a financial institution or from **your** credit card. **You** should note that this may incur an additional cost. However, if any monthly instalment is dishonoured by **your** financial institution this **policy** may not operate. **We** may refuse to pay a claim in whole or in part if, at the date of a loss or claim, any monthly instalment has remained unpaid for at least 14 days, unless **we** have agreed otherwise in writing.

If **we** settle **your** claim by paying the full limit of liability of this **policy**, **we** will deduct any outstanding instalments from the amount **we** pay on **your** behalf.

Should the financial institution holding **your** account return or dishonour a direct debit payment due to lack of funds in **your** account, **we** will charge **you** for any direct or indirect costs which **we** incur arising from the payment being returned or dishonoured.

### Precautions by you

**You** are required to take reasonable and practicable:

- a) precautions to avoid injury to **your Insured persons** by practicing robust risk management which is relevant to **your** activities;
- b) measures to comply with all statutory obligations, regulations and safety requirements imposed by any authority;
- c) measures to ensure that **Insured persons** are assessed for their ability to undertake the required work or participate in activities;
- d) measures to ensure that **Insured persons** are not requested to perform work or participate in activities that are clearly beyond their experience and ability.

## Claims conditions applicable to this policy

The following conditions (Claim conditions) apply to all sections of this *policy*.

### Your responsibility when making a claim

Following any event which results in *bodily injury*, and which may or is likely to give rise to a claim under this *policy*, it is *your* responsibility to advise *us* by telephone, email, internet, letter or in person as soon as reasonably possible and promptly provide any information *we* request.

A claim form may be sent to *you* to provide the information *we* may require. *You* must complete and return this form with reasonable dispatch.

### Fraudulent claims

As a protection for all insurance policyholders, *we* will take legal action against any person who makes a fraudulent claim.

## Insurance Coverage

### Who is covered

*We* will cover *bodily injury* to persons insured under the following categories if shown in the *certificate of insurance*.

**Category A:** All *volunteers* of the insured organisation.

**Category B:** All *students/children* and/or *members* of the insured organisation

### What is covered

**Category A:** If during the *period of insurance* and while performing voluntary work for the insured organisation including any *direct travel* to and from the place of work, a *volunteer* suffers *bodily injury*, *we* will pay the *volunteer* the corresponding percentage set out in the table of benefits, provided the *bodily injury* occurs within 12 months of the date of the accident.

**Category B:** If during the *period of insurance* and while participating in activities of or receiving services of the insured organisation, a *child*, *student* or *member* suffers *bodily injury*, *we* will pay the *child's* parent or guardian, *student* or *member* the corresponding percentage set out in the table of benefits, provided the *bodily injury* occurs within 12 months of the date of the accident.

### What is not covered

*We* will not pay for any claim directly or indirectly arising from or connected with:

1. death or *bodily injury* to an *Insured person* caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the *period of insurance*;
2. an *Insured person* who is:
  - intoxicated or under the influence of illegal drugs;
  - taking part in a riot or civil commotion;
  - taking part in naval, military or air force service or operations;
  - acting maliciously;
  - participating in racing or training for racing or trialling in or on any motor powered conveyance;
  - engaging in any competitive professional sporting activities such as but not limited to football, rugby, soccer, basketball, netball, provided that this exclusion does not apply to amateur/recreational/social games;
  - engaging in any gymnastics, wrestling, underwater activities, mountaineering, cliff or rock-climbing, abseiling, flying fox/giant swings, cycling and mountain bike riding, white water rafting/canoeing (above class 2 rapids), water skiing, power boating, snow skiing/boarding, hunting, polo, snow or ice sports, parachute jumping, sky diving, hang gliding, skateboarding, ice-skating, leap of faith/pamper pole activities, archery, sea-kayaking, paintball/skirmish, fun runs, ropes courses, surfing, horse riding, trail/motor bike riding, four wheel driving, riding or driving in any kind of race, caving, rifle/firearms shooting, quad-bike riding, paragliding, dune buggy riding, vertical and horizontal bungee jumping, hot air ballooning, gladiator games, go-karting, boxing or martial arts;
  - travelling in any unlicensed *aircraft* or flying or engaging in any other aerial activity as part of an *aircraft's* crew.
3. death or *bodily injury* sustained by an *Insured person* whilst:
  - engaged in demolition, erection, construction or structural alteration of buildings, bridges, roads, tunnels or dams and/or;
  - using power equipment, unless it is proven by *you* that such *Insured person* had the necessary skills for and experience to be involved in such activity;
4. any type of hernia suffered by an Insured person, however caused;
5. suicide, attempted suicide or any deliberately self-inflicted *bodily injury*;



6. any illegal or criminal act committed by an *Insured person*;
7. pregnancy, childbirth, miscarriage or the complications of these conditions;
8. any known condition existing prior to commencement of this Section of the *policy*, or aggravation of any such condition or degenerative condition unless such condition has been notified to *us* in writing and accepted by *us* in writing, and you agree to pay any extra premium applied by *us*. Our decision on acceptance of such conditions shall not be unreasonably withheld.
9. death or *bodily injury* which would not have occurred but for the presence of *asbestos*.
10. *illness* except where caused directly as a result of the *bodily injury*.
11. any death or disablement benefit unless the event occurs within twelve calendar months of the date of the accident which caused the event.
12. any benefit for the *deferral period* shown in the *Certificate of Insurance*.
13. *total disablement* or *partial disablement* due to *bodily injury* that is not supported by medical certification from a *medical practitioner*.
14. any benefits where *you* receive or are entitled to receive compensation under workers or transport accident compensation legislation or any other insurance *policy* specifically covering the same risk. Provided that this *policy* will provide the difference in benefit where the benefits under this *policy* exceed the other benefits to which *you* are entitled.
15. War, whether declared or not, civil war, or invasion;
16. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and/or any self-sustaining process of nuclear fission; loss or liability arising directly or indirectly from or based upon or attributable to or in consequence of any *terrorism act*, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to a *terrorism act*;

## Insured Events

Table of Insured Events		Table of Benefits	
<i>Bodily injury</i> resulting solely and directly and independently of any other cause in:		Benefit payable as a percentage of the sum shown in the <i>certificate of insurance</i>	
1. Death	2. <i>Permanent total disablement</i>	100%	
3. <i>Permanent</i> and incurable paralysis of all limbs	4. <i>Permanent</i> total loss of sight of both eyes		
5. <i>Permanent</i> total loss of use of two limbs	6. <i>Permanent</i> and incurable major brain damage		
7. <i>Permanent</i> total loss of hearing in both ears			
8. <i>Permanent</i> total loss of use of four fingers and thumb of either hand	9. <i>Permanent</i> total loss of use of four fingers of either hand		75%
10. <i>Permanent</i> total loss of sight of one eye	11. <i>Permanent</i> loss of use of one hand and one foot		
12. <i>Permanent</i> loss of use of one hand or one foot			
13. <i>Permanent</i> total loss of hearing in one ear	14. <i>Permanent</i> disfigurement from burns to more than 25% of the surface area of the head and neck	50%	
15. <i>Permanent</i> loss of speech			
16. <i>Permanent</i> disfigurement from burns to more than 25% of the surface area of the remainder of the body other than head and neck	17. <i>Permanent</i> loss of use of thumb (two joints)	30%	
18. <i>Permanent Partial Disablement</i>			
19. <i>Permanent</i> loss of use of thumb (one joint)	20. <i>Permanent</i> loss of use of toes (all either foot)	15%	
21. <i>Permanent</i> loss of use of fingers (three joints)		10%	
22. <i>Permanent</i> loss of use of fingers (two joints)	23. Shortening of leg by at least 5cm	7%	
24. <i>Permanent</i> loss of use of big toe - both joints		6%	
25. <i>Permanent</i> loss of use of fingers (one joint)		5%	
26. <i>Permanent</i> loss of use of big toe (one joint)		3%	
27. <i>Permanent</i> loss of use of toes (each toe - other than big)		1%	

Table of Insured Events		Table of Benefits
<i>Bodily injury</i> resulting solely and directly and independently of any other cause in:		
28. Fracture to vertebrae (excluding paralysis) that requires surgery	29. Rupture of internal organs (following accident)	\$5000
30. Fracture to hip, pelvis, skull		\$3000
31. Fracture to vertebrae (excluding paralysis) that does not require surgery		\$2500
32. Loss of Testicle		\$2000
33. Fracture to leg or patella with established non union	34. Knee Injury (ligament)	\$1500
35. Fracture to any finger, thumb, toe, hand, foot (compound)	36. Fracture to arm, elbow, wrist, ankle, knee, leg (compound)	\$1250
37. Fracture to head (any bones other than skull or spine)		\$1000
38. Fracture to shoulder	39. Fracture to collarbone, sternum	\$750
40. Fracture to jaw		\$500
41. Fracture to arm, elbow, wrist, ankle, knee, leg (closed)		\$350
42. Fracture to cheekbone		\$300
43. Fracture to any finger, thumb, toe, hand, foot (closed)		\$250
44. Fracture to ribs		\$200
45. Fracture to nose		\$100
46. Loss or damage to <i>permanent</i> /second teeth		\$500 per tooth, max \$3,000 in total
47. Loss or damage to first teeth/milk teeth		\$250 per tooth, max \$1,500 in total
48. Temporary <i>total disablement</i>		100% of the <i>weekly bodily injury benefit</i> or 80% of the average weekly <i>income</i> , whichever is the lesser, during the <i>benefit period</i>
49. Temporary <i>partial disablement</i>		50% of the <i>weekly bodily injury benefit</i> or 50% of the average weekly <i>income</i> whichever is the lesser, during the <i>benefit period</i>

#### Special Provisions applicable to the Table of Benefits:

- For events 1 to 47, the amount payable is the percentage of the *capital benefits* shown in the *certificate of insurance* against the events or the amount shown in the Table of Benefits, provided that:
  - the aggregate total of all payments under events 1 to 47 inclusive will not exceed 100% of the *capital benefits* stated in the *certificate of insurance* for any one Insured person, any one *bodily injury*
  - any compensation paid or payable for events 1 to 47 will be reduced by any sum paid or payable for events 48 or 49 in respect of the same *bodily injury*.
- For events 48 and 49 *we* will pay the percentage of the *weekly bodily injury benefits* in accordance with the table of benefits provided that:
  - if events 48 and 49 happen to an insured person in respect of the same *bodily injury we* will only pay the higher of benefits listed;
  - We* will not make payment for longer in aggregate than the benefit period shown in the *certificate of insurance*;
  - We* will not pay for any injured insured who is not engaged in employment, a profession or paid occupation or who as a result of his/her *bodily injury* does not suffer a loss of income;
- After the occurrence and payment of any one of events 1 to 7 which results in benefits being paid in accordance with this table of benefits for any one *Insured person* or in the case of event 1, the insured beneficiary, *we* will have no further liability under this insurance *policy* in respect of that particular *Insured person* in respect to that occurrence.
- If, as a result of *bodily injury*, (weekly) *bodily injury benefits* have been paid under this table of benefits and the *Insured person* suffers a recurrence of *total disablement* or *partial disablement* while this *policy* is in force as a result of the same or a related cause or causes, this

subsequent period of **total disablement** or **partial disablement** will be deemed to be a continuation of the prior period of **total disablement** or **partial disablement** and will not be subject to a further **deferral period**. However, if between such periods the **Insured person** has performed the normal duties of his/her usual occupation on a full-time basis for at least six consecutive months, any subsequent period of **total disablement** or **partial disablement** will be deemed to be the result of a new bodily injury and subject to a new **deferral period**.

5. Any benefits payable under this **policy** will be reduced by the amount of compensation the **Insured person** receives or is entitled to receive in respect of the **bodily injury** under workers or transport accident compensation legislation, or other legislative schemes or established funds.
6. **Our** total liability for any one accident shall not exceed the amount of the maximum benefit shown in the table of benefits or the maximum **weekly bodily injury benefit** entitlement as shown in the **certificate of insurance**, whichever is the greater.
7. **Our** total liability in respect of all claims made under this **policy** during any one **period of insurance** shall not exceed the **aggregate limit of liability** shown in the **certificate of insurance**.

## Automatic Extensions

### What is covered

#### 1. Exposure and disappearance

**We** will also pay the percentage shown in the table of benefits for **capital benefits, weekly bodily injury benefits** as shown in your **certificate of insurance** if as a result of **bodily injury** the **Insured person** is exposed to the elements and as a result of that exposure within twelve (12) months suffers an event set out in the table of events.

If the body of an **Insured person** is not found within twelve (12) months after disappearance, death will be presumed in the absence of any evidence to the contrary. The capital benefit amount set out in the table of benefits will become payable, subject to a signed undertaking by the beneficiary that, if the **Insured person** is subsequently found alive, such death benefit amount shall be refunded to **us**.

#### 2. Emergency Travel/Accommodation Expenses

**We** will also pay emergency travel, accommodation and other expenses necessarily and reasonably incurred solely and directly as result of **bodily injury** sustained and not recoverable from any other source, but excluding hospital and/or medical costs where legislation prohibits in Australia the refund of such fees or costs:

provided that;

**our** liability for this additional benefit does not exceed \$5,000.

#### 3. Domestic Help

**We** will also pay the cost of domestic help where the occurrence of an insured event necessitates expenditure for the employment of domestic help including care for children or dependents:

provided that;

- a. the domestic help is carried out by persons other than members of the **Insured person's** family or other relatives or persons permanently living with the **Insured person**;
- b. the requirement for domestic help at home is certified by a duly qualified medical practitioner as being essential owing to the nature of the injury for the recovery of the **Insured person**;
- c. no benefit is payable for the first 7 days of disablement;
- d. **our** liability for this additional benefit does not exceed \$5,000.

#### 4. Weekly child carer's benefit

If **bodily injury** prevents a **child** from attending school and requires a **child** to be cared for at home or elsewhere in accordance with the instructions or professional advice of a qualified **medical practitioner** **we** will pay either:

- a. loss of income incurred by the **child's** parent or guardian if he/she is unable to engage in his/her usual employment in order to care for the **child**, or
- b. the expenses necessarily incurred in engaging a qualified carer during the hours that the **child** would otherwise have attended the school.

provided that:

- a. **we** will not pay more than \$200 for each day that the **child** is unable to attend school;
- b. no benefit is payable for the first 3 days that the **child** is unable to attend school.
- c. **we** will not pay any benefit during the period that the **child's** parent or guardian is entitled to paid carer's leave from his/her employer
- d. **we** will not pay any benefits, where the **child** is admitted or being cared for in a hospital.
- e. **our** liability for this additional benefit does not exceed \$10,000.

#### 5. Work Transport Benefit

On the occurrence of Temporary **Partial Disablement** (Event 49) and in the event that an **Insured person** requires transportation assistance in order to get to and from their usual place of employment or Return To Work Program Assistance location due to their disablement, **we** will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum amount of \$50 per day. Transportation assistance must be provided by a licensed public transportation provider, such as a bus, train, taxi, ferry operator or the like. The provider of the transportation cannot be someone who is either related to, or lives with the **Insured person**:

provided that;

*our* liability for this additional benefit does not exceed \$6,500.

#### 6. Reimbursement of Club Membership Fees

On the occurrence of any of the Insured Events 1 to 27 and where an *Insured person* will no longer reasonably derive any benefit from membership of a recreational or professional club or association, *we* will reimburse the *Insured person*, on a pro-rata basis from the date of injury, for a maximum of two memberships, upon actual receipt of tax invoices to a maximum amount \$600 per membership:

provided that;

the opinion that the *Insured person* will not derive any benefit from membership is certified by a duly qualified *medical practitioner* owing to the nature of the injury.

#### 7. Indexation to Weekly Benefits after 12 Months

After payment of the benefit amount under Insured Events 48 or 49 continuously for 12 months, and again after for each subsequent period of 12 months for which a benefit is payable, the benefit will be increased by 5% per annum on a compound basis.

#### 8. Return to Work Program Assistance

On the occurrence of Insured Event 48 or 49, *we* will reimburse expenses for participation in a return to work program, retraining program, or rehabilitation program by the *Insured person*, provided such participation is undertaken with *our* written consent and the agreement of the *Insured person's* doctor:

provided that;

this benefit will be limited to the actual costs incurred by the *Insured person* but not exceeding \$5,000 in total.

#### 9. 26 Weeks Guaranteed Up-front Payment

If an *Insured person* sustains a *bodily injury* or is entitled to benefits under insured event 49 and upon receipt of medical evidence from a *medical practitioner* certifying that the total period of Temporary *Total Disablement* will be a minimum of 26 weeks, *we* will immediately pay 26 weeks benefits as provided for in the *certificate of insurance*.

#### 10. Funeral Costs

If during the insurance period an *Insured person* sustains an injury resulting in death *we* will also pay in addition to the capital benefit all reasonably incurred charges for the cost of a funeral:

provided that;

*our* liability for this additional benefit does not exceed \$5,000.

#### 11. Home Tutoring Costs

If an *Insured person* attending school suffers disablement in respect of which compensation would have been payable under items 48 and 49 of the Table of Insured Events, except that no compensation is payable by reason of special provision 2c, *we* will pay the weekly cost of home tutorial reasonably and necessarily incurred by the *Insured person*:

provided that;

- a. the requirement for home tutoring is certified by a duly qualified *medical practitioner* as being essential owing to the nature of the injury for the recovery of the Insured person;
- b. the home tutorial is carried out by persons other than members of the *Insured person's* family or other relatives or persons permanently living with the *Insured person*;
- c. no benefit is payable for the first 7 days of disability;
- d. *our* maximum liability for this additional benefit is up to \$200 per week for a maximum of 26 weeks.

#### 12. Home/Car Renovation Benefit

If an *Insured person* sustains a *bodily injury* and whereby a *medical practitioner* certifies that home and/or car modification is required, *we* will pay, upon receiving invoices, such modification expenses:

provided that;

*our* liability for this additional benefit does not exceed \$15,000.

#### 13. Other Out of Pocket Expenses

*We* will also pay:

other expenses not otherwise insured under this *policy* and necessarily incurred solely and directly from *bodily injury* sustained and not recoverable from any other source, but excluding hospital and/or medical costs where legislation prohibits in Australia the refund of such fees or costs:

provided that;

- a. any claim for medical expenses is certified by a *medical practitioner*;
- b. *our* limit of liability for this additional benefit does not exceed \$5,000.
- c. any claim for medical expenses is subject to any excess of \$100.

#### 14. Corporate Image Protection

If an *Insured person* suffers a *bodily injury* whilst engaged in voluntary work for *you* or participating in your activities, and in *our* opinion, this is likely to result in a valid claim under the *policy* in respect to Events 1 or 2, *we* will reimburse *you* for costs (other than your own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media. Costs must be incurred within 20 days of, and directly in connection with such *bodily injury* to protect and positively promote *your* organisation's image. The maximum amount *we* will pay is \$5,000 with respect to any one (1) event or set of circumstances and is subject to *you* giving us a signed undertaking that any amount paid to *you* will be repaid to us if it is later found that a valid claim did not or will not eventuate.

### How much we will pay

For any *Insured person* under the age of 18 years or over the age of 75 years, the maximum *capital benefit* is \$50,000 and the maximum *weekly bodily injury benefit* is \$1,000 or the benefits shown in the *certificate of insurance* whichever are the lesser.

*Our* total liability for any one accident in respect of one *Insured person* shall not exceed the *capital benefits* and/or the *weekly bodily injury benefits* shown in the *certificate of insurance*.

Further, *our* total liability for any one accident for any one *Insured person* in respect to the Additional Extensions shall not exceed \$20,000.

For all claims resulting from any one occurrence, *we* will not be liable for any amount in excess of the *aggregate limit of liability* stated in the *certificate of insurance* for all *Insured persons* under this *policy*. In the event that all benefits payable exceed the *aggregate limit of liability*, benefits will be payable in respect of each *Insured person* a pro rata basis.



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