



# Sports Underwriting Australia

Sports Group Personal Accident

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Calliden Sports Group Personal Accident  
Product Disclosure Statement & Insurance Policy

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## Part A: Product Disclosure Statement

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### Product Disclosure Statement - What's its Purpose?

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This booklet contains a Product Disclosure Statement (PDS) for this Policy. A PDS is a document required by the Corporations Act.

This Policy is a group Policy. This means that although it is issued to you, it provides cover to a number of beneficiaries. These beneficiaries are called Insured Persons. This PDS differentiates between you and Insured Persons.

The purpose of this PDS is to help you understand the cover offered to Insured Persons and provide you with sufficient information to enable you to compare and make an informed decision about whether to purchase this Policy. The PDS also sets out the significant features, benefits and risks associated with this Policy. You still need to read the Policy Wording for a full description of the terms, conditions and limitations.

Before this Policy may be issued to you, you must read this PDS, complete a Proposal and sign a declaration.

Preparation date: 10 August 2011  
(ref: CLSUA PAS 0811)

### Updating the PDS

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Information in this PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by contacting us or your insurance intermediary. You can also obtain an electronic copy without charge by contacting us or your insurance intermediary. The Corporations Act requires us to tell you that, if the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this Policy, we will provide you with a new PDS or a supplementary PDS.

### About Calliden

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Calliden Insurance Limited (us/we) ABN 47 004 125 268, AFS Licence No. 234438 is the insurer and issuer of this Policy and this PDS.

Calliden specialise in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia. To find out more about us, visit [www.calliden.com.au](http://www.calliden.com.au)

### About Sports Underwriting Australia

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Sports Underwriting Australia specialise in insurance packages for sporting clubs, groups and associations, sport and leisure related businesses and licensed clubs.

Sports Underwriting Australia Pty Ltd acts as an agent of the Insurer (Calliden Insurance Limited) under a binding authority issued by Calliden Insurance Limited. Sports Underwriting Australia Pty Ltd holds AFS Licence No: 302484.

### How to Contact Us

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The Insured and Insured Persons may contact us by:

- Phone: 02 9551 1111
- Fax: 02 9551 1155

or alternatively by writing to us at the following address:  
Calliden Insurance Limited (Calliden)  
PO Box 348, Milsons Point, NSW 1565

### What is Group Personal Accident and Illness Insurance?

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This Policy is designed to provide Insured Persons with certain benefits. For example, if an Insured Person suffers an Injury as a result of an accident that prevents the Insured Person from working in their Occupation, we will pay the Insured Person a Weekly Benefit calculated in accordance with the Policy and the limits set out in the Schedule.

### Cover

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The cover provides certain benefits to Insured Persons for death, injury or disability caused by an injury happening during certain sporting events arranged by you or your sporting association. For an Injury to be covered it must occur when Insured Persons are:

- taking part in a competition, game or performance; or
- attending a social function or training session; or
- travelling to or from a competition, game, performance, social function, training session or administrative activity; or
- staying away from their usual place of residence overnight in order to take part in a competition, game, performance, social function, training session or administrative activities; engaging in administrative activities.

## Part A: Product Disclosure Statement (cont'd)

### Capital Benefits

Death and Disability Benefits are paid in accordance with the Capital Benefits Table. We recommend you look at the Capital Benefits Table to see what benefit is payable for what type of disablement or injury. The percentages in the Table represent a percentage of the total Capital Benefit insured which is shown in your Schedule.

### Weekly Benefits

The following table sets out a summary of the Weekly Benefits available as a result of a covered Injury. Please read the Policy Wording for a full description of the types of Weekly Benefits available.

The amount paid, any excess or waiting period might vary for each Weekly Benefit but will be shown in the Schedule. The maximum period for which a Weekly Benefit will be paid is also shown in the Schedule.

<b>Loss of Earnings Weekly Benefit</b>	Up to 80% of the Insured Person's earnings, if the Insured Person is prevented from working in their Occupation up to the maximum period shown in the Schedule.
<b>Student Assistance Weekly Benefit</b>	Student help expenses if the Injury stops the Insured Person from going to their usual place of learning.
<b>Home Help Weekly Benefit</b>	Home help provided by a recognised agency.

### Additional Benefits

The following table sets out a summary of the main additional benefits available as a result of a covered Injury. Please read the Policy Wording for a full description of the Benefits and when they may apply.

The amount paid, any excess or waiting period might vary for each additional Benefit but will be shown in the Schedule. The maximum period for which a Benefit will be paid is also shown in the Schedule.

<b>Parents' Inconvenience</b>	Up to the Daily Benefit for reasonable costs incurred by the Parents of an Insured Person who is a full time student whilst their child is undergoing medical treatment.
<b>Non Medicare Medical</b>	80% of the medical expenses not covered by Medicare up to the maximum Benefit shown in the Schedule.
<b>Funeral Expenses</b>	Up to the Benefit shown in the Schedule for Funeral Expenses.

This is a summary of the Benefits available under this Policy and does not form part of the Policy. Please read the Policy to ensure that its Benefits match your expectations. The Insured Persons are unable to choose what level of cover they have under this Policy. The Insured Persons are also unable to elect whether or not they are covered under this Policy. Please note that this Policy does not provide benefits to you, only Insured Persons.

### Cooling Off

There is a 21 day cooling off period. If you are not completely satisfied with this Policy, you can cancel it by writing to us or your insurance intermediary within 21 days of the issue date and receive a full refund, other than non-refundable government taxes and duties. This will not apply if you or an Insured Person makes a claim under the Policy within the 21 day period.

### Not Everything is Covered

Not everything is covered by the Policy - there are limitations. It is important that you read the Policy carefully to understand the extent of cover and its limitations. For example:

We will not pay for any Injury directly or indirectly caused by:

- mental or nervous disorders;
- certain medical conditions including HIV, AIDS, any sexually transmitted disease and, in some circumstances, hernias;
- fraudulent claims;
- engaging in certain physical activities, including winter sports, hang gliding and professional sports;
- drink driving;
- use of alcohol or drugs; or
- intentional self-injury or suicide.

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## Part A: Product Disclosure Statement (cont'd)

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Even in instances where this Policy will provide the cover required by you, the cover may not be adequate because:

- the level of Benefits which you have selected is less than what the Insured Persons actually require;
- an Insured Person's claim is made outside the period of insurance;
- the application of an Excess means that the Benefit an Insured Person receives is less than you expect;
- the Insured Person's Injury does not result in a Permanent condition within 12 months of the Injury;
- the Insured Person's Injury prevents the Insured Person from working in the Insured Person's Occupation more than 12 months after the date of their Injury;
- where one event involves more than one Insured Person, we only pay up to a certain amount. This may not be adequate for an Insured Person's needs;
- we only provide Benefits for an Injury 12 months after an Insured Person suffers a Permanent condition because of an Injury;
- we will only pay for one Injury at any one time; and
- we take into account an Insured Person's employment entitlements, such as sick leave, when calculating an Insured Person's Benefits under the Policy.

If you or Insured Persons do not comply with the Policy terms and conditions, for example, the Duty of Disclosure, we can refuse to pay part or all of a claim.

### Your Duty of Disclosure

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#### What the Insured Must Tell Us When Applying For This Policy

When answering our questions you must be honest and you have a duty under law to tell us anything known to you and which a reasonable person in the circumstances, would include in the answer to the question.

#### Who Needs To Tell Us

It is important that you understand that you are answering our questions in this way for you and anyone else whom you want to be covered by the Policy, namely the Insured Persons.

#### If You Do Not Tell Us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

### What Do You Pay for Personal Accident and Illness Insurance?

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The cost of this Policy is based on the cover you have selected and the information you provided to us in your application. The cost of this Policy is affected by:

- your club and the Insured Person's recreational and other activities;
- the Insured Person's age;
- the level of cover you elect;
- the level of Benefits you elect to purchase; and
- details of prior claims, uninsured losses and/or incapacity.

You also have to pay GST and any relevant government charges (such as stamp duty) where applicable. These amounts add up to the total Premium you must pay. Once the Policy is issued your Premium, GST and any relevant government charges are shown on the Schedule.

If you change the Policy in any way you may be entitled to a premium refund or asked to pay an additional amount.

### The Amount You Pay Towards a Claim

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You or Insured Persons are not required to pay an amount in the event of a claim. However, Insured Persons may be prevented from making a claim for a period of time after taking out this Policy. This is called an Excess. During this time, you may still be required to pay a Premium. The Excess is specified in the Schedule.

### How to Make a Claim

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To make a claim please contact us on 02 9551 1111 or contact your insurance intermediary. For full details on claims procedures please refer to the Policy Wording.

### Important Information

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The terms and conditions of the insurance we offer the Insured Persons are set out in your Policy. It is important that you:

- read all of the Policy before you buy it to make sure that it gives the Insured Persons the protection they need;
- are aware of the limits on the cover provided and the amounts we will pay Insured Persons (including any Excess that applies);
- are aware of the definitions in the Policy.

You will find definitions throughout the Policy.

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## Part A: Product Disclosure Statement (cont'd)

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For the limits on the cover provided:

- some of these will be stated in the Policy itself (these are our standard Policy limits); and
- the remainder will be stated in your Schedule.

In some circumstances the terms and conditions of this Policy may be amended by endorsement. If the Policy is endorsed you will receive notification of the endorsement.

### We Respect Your and the Insured Persons' Privacy

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We are committed to protecting the privacy of the personal information you or Insured Persons provide to us. Any personal information you or Insured Persons give us will be treated in accordance with the Privacy Act 1988.

We require personal information about you and Insured Persons to assess your request for insurance and to administer your Policy, and also to notify you about other Calliden services or promotions from time to time.

Unless we are required by law to provide personal information to others, your or Insured Persons' personal information will only be seen or used by:

- our own staff and contracted staff;
- claims adjusters, lawyers and others appointed by us or on behalf of us for claims handling purposes; and
- our reinsurers and reinsurance brokers (which may include persons or entities located outside Australia).

By submitting personal information to us, you and Insured Persons agree to us using and disclosing it as outlined in this Privacy Statement.

This consent to the use and disclosure of your or Insured Persons' personal information remains valid unless you or Insured Persons alter or revoke it by giving us written notice.

If you do not provide the information requested, your insurance Proposal may not be accepted, or we may not be able to administer the Policy, or you may breach the Duty of Disclosure, the consequences of which are set out in the "Duty of Disclosure" section of this document.

You and Insured Persons can request access to their personal information we hold and, where necessary, you and Insured Persons can notify us in writing of

changes so we can ensure that the information we hold about you or an Insured Person is accurate, complete and up-to-date.

From time to time, we may use your or an Insured Person's name and contact details to send to your insurance intermediary offers or information regarding our insurance services or promotions that may be of interest. Please let us know if you or Insured Persons no longer wish to receive this information.

For further details of our Privacy Policy or to request access to or correct personal information, please contact the Privacy Officer at Calliden:

- on 02 9551 1111; or
- by e-mail to [privacy@calliden.com.au](mailto:privacy@calliden.com.au); or
- by letter addressed to the Privacy Officer, Calliden Insurance Limited, PO Box 348, Milsons Point, NSW 1565

Our Privacy Policy may also be viewed on our website [www.calliden.com.au](http://www.calliden.com.au)

### Dispute Resolution Process

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#### How You Can Resolve a Complaint You Have With Us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim;
- our handling of your claim;
- the service of our representatives, assessors, loss adjusters or investigators; and
- your insurance Policy.

#### Contact Us

- If you have a complaint regarding your claim, please contact your claims consultant.
- If you have a complaint regarding your insurance Policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away.
- You can write to us at:
  - Fax: 02 9551 1155
  - Address: PO Box 348, Milsons Point NSW 1565

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## Part A: Product Disclosure Statement (cont'd)

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### How We Resolve Complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.
- We will handle all complaints without cost to you.
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

### If Your Complaint is Still Unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit [www.fos.org.au](http://www.fos.org.au)

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

### General Insurance Code of Practice

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Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

### Taxation Information

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If Insured Persons are not registered for GST, in the event of a claim we will reimburse the Insured Persons the GST component in addition to the amount that we pay. The amount that the Insured Person is liable to pay under this Policy will be reduced by the amount of any input tax credit that the Insured Person is or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium, you must inform us of the extent of that entitlement at or before the time the Insured Person makes a claim under this Policy. We will not indemnify the Insured Persons or you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of the Insured Persons' or your entitlement (or correct entitlement) to an input tax credit on the Premium.

If the Insured Persons are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that the Insured Person is or may be entitled to claim on payment of the Excess.

If you or Insured Persons are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

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## Part B: Policy Wording

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### Our Agreement with You

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The **Policy** is a legal contract between **you** and **us**.

**You** have paid, or agreed to pay, **us** the **Premium** and **we** provide the cover **you** have chosen as set out in the **Schedule**.

**You** must comply with all provisions of the **Policy**, otherwise **we** may be entitled to refuse to pay a claim, or reduce the amount an **Insured Person** is entitled to receive.

The **Policy** is in force for the period of insurance stated in the **Schedule** or until cancelled.

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## General Conditions

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### Alteration of Risk

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**You** must immediately notify **us** in writing of any changes **you** know of which materially alter any of the facts or circumstances that existed at the commencement of **your Policy**.

Examples of some of these circumstances are when:

- a) **your** membership has changed;
- b) **you** or **Insured Persons** undertake a new recreational activity or sport for which they need to be insured.

### Cancellation

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This **Policy** may be cancelled by:

- a) **you** at any time by notifying **us** in writing, in which case cancellation takes place when **we** receive the notice; or
- b) **us** on any of the grounds set out in the Insurance Contracts Act 1984 (Cth), as amended from time to time, by giving **you** notice in writing, in which case cancellation takes place at the time **you** enter into another contract of insurance to replace the **Policy**, or at 4.00pm on the 3rd business day after delivery of the notice to **you**, whichever is earlier.

**We** will retain, or be entitled to retain:

- i. if there has been a 100% payment of a **Weekly Benefit** or **Capital Benefit**, the entire **Premium**;
- ii. in all other circumstances, the **Premium** for the period the **Policy** was in force.

**You** must supply **us** with such particulars as **we** may require to enable a refund of **Premium** following any cancellation.

### Provisions and Definitions

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Where a specific provision is in conflict with a general provision or definition the specific provision or definition will apply.

### Jurisdiction

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The **Policy** is to be governed by the laws of the Commonwealth of Australia and the State or Territory where the **Policy** was issued. **We** and **you** agree to submit to the non exclusive jurisdiction of the Courts of the State or Territory where the **Policy** was issued.

### How We Will Communicate

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All communications **you** are required to give or make under the **Policy** must be sent in writing to **us**.

All communications **we** are required to give or make under the **Policy** will be sent in writing to **you** at the address specified in the **Schedule** or as notified by **you** from time to time.

All communications sent by post to **you** or **your** appointed agent will be deemed to have been received by **you** on the third day following the day of posting.

### Joint Insureds

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Where **you** comprise more than one party the **Proposal** is deemed to have been furnished by and on behalf of all parties, and any information supplied to **us**, or any omission, misrepresentation or non-disclosure in relation to any renewal or extension, is deemed to have been furnished, omitted, misrepresented or withheld (as the case may be) on behalf of all parties.

### Other Insurance

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**You** must advise **us** in writing of any insurance already effected or which may subsequently be effected providing, whether in total or in part, insurance provided under the **Policy**.

### Paying by Instalments

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If **you** are paying the whole or part of the **Premium** by instalments, and one instalment of **Premium** remains unpaid for at least 14 days, **we** may refuse to pay a claim altogether.

If one instalment of **Premium** is unpaid for at least one month, **we** may cancel the **Policy**.

If a claim under the **Policy** requires a **Weekly Benefit** or **Capital Benefit** to be paid, then the balance of the **Premium** will be deducted from the amount of the claim paid.

### Interpretation

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The singular includes the plural and vice versa, unless the context otherwise requires. A reference to a person includes a body corporate, an unincorporated body or other entity. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

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## General Conditions (cont'd)

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### Severability

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A provision of the **Policy** that is illegal or unenforceable may be severed from this **Policy** and the remaining provisions of this **Policy**, or parts thereof, continue in force.

### Claim Payments

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In the event of the death of the **Insured Person**, **we** will make the claim payment to the **Insured**. For all other **Benefits**, **we** will make the claim payment to the **Insured Person** who suffers the **Injury**.

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## Definitions

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**Accident** means a sudden, unexpected or unforeseen specific event which occurs at a definable time and place and as a direct result of participation in the sport noted on the **Schedule**.

**Aggregate Limit of Liability** means the maximum amount **we** will pay for any one insured event involving more than one **Insured Person**. The **Aggregate Limit of Liability** is stated in the **Schedule**. If this amount is not enough to pay all claims in full, then **we** will reduce each **Insured Person's Benefit** proportionately so **we** do not pay more than the **Aggregate Limit of Liability**.

**Benefit** means any benefit to which **you** are entitled under this **Policy**.

**Earnings** means:

- a) for an **Insured Person** who is self-employed or a working director, their gross weekly income from their personal exertion:
  - after allowing for costs and expenses incurred in deriving that Income;
  - averaged over the twelve (12) months prior to **Injury** or any shorter period that the **Insured Person** has been engaged in their **Occupation**.
- b) for an **Insured Person** who is an employee, their gross weekly base rate of pay:
  - exclusive of overtime payments, bonuses, commission or allowances;
  - averaged over the twelve (12) months prior to **Injury** or over any shorter period that the **Insured Person** has been continuously employed.

In the event of a claim, the **Insured Person** may be required to substantiate their **Earnings**.

**Excess** means the waiting period specified in the **Schedule** plus any period of time before seeking medical advice.

**Illness** means any pre-existing sickness, disease, defect or disorder, regardless of whether the **Insured** has previously sought medical advice or not.

**Injury** means bodily injury (including death) resulting from an accident:

- which is not an **Illness**; and
- which occurs while this **Policy** is in force; and
- includes any condition resulting from exposure to the elements as a result of bodily injury; and
- which occurs while an **Insured Person** is:
  - i. taking part in a competition, game or performance; or
  - ii. attending a social function or training session; or
  - iii. travelling to or from a competition, game, performance, social function, training session or administrative activity; or
  - iv. staying away from their usual place of residence overnight in order to take part in a competition, game, performance, social function, training session or administrative activities; or
  - v. engaging in administrative activities.

Provided that (i) to (v) above occurs in relation to activities promoted, arranged or sponsored by the **Insured**.

**Insured** means:

the sporting club and/or member club of the sporting association noted in the **Schedule** as the **Insured**.

**Insured Person** means:

- a) any director, executive officer, committee member, office holder of the **Insured** but only while acting within the scope of their duties in that capacity;
- b) any member or voluntary worker of the **Insured**. Any such member or voluntary worker will only be entitled to indemnity to the extent that the member or voluntary worker is not entitled to indemnity under any other insurance Policy;
- c) players, coaches, managers, referees, team workers, trainers, officials and other personnel who are actively engaged in and appropriately registered for the purpose of participating in the sport named in the **Schedule**.

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## Definitions (cont'd)

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**Medical Expenses** means the cost of:

- a) an ambulance;
- b) hospital accommodation and theatre fees;
- c) orthotics, splints and prosthesis;
- d) treatment given by a dentist or registered medical practitioner; and
- e) if given on the advice of a registered medical practitioner treatment given by a chiropractor; masseur; naturopath, osteopath or physiotherapist.

**Occupation** means the **Insured Person's** usual occupation, business, trade or profession.

**Permanent** means continuing for twelve (12) months and which thereafter will, in all probability, continue for the remainder of **your** life.

**Policy** means this Policy Wording, the **Schedule** and the Proposal.

**Pre-existing Injury** means any pre-existing medical condition regardless of whether **you** have previously sought medical advice or not.

**Premium** means the amount that **we** charge **you** for the **Policy**, including any statutory charges such as GST and Stamp Duty.

**Proposal** means the form completed by **you** or on **your** behalf and any other information given to **us** when applying for this **Policy**.

**Professional Sports** means sports which are an **Insured Person's Occupation** or from which an **Insured Person** earns all of their income.

**Schedule** means the most recent **Schedule** issued by **us** which shows **your** Policy number, the **Premium**, the cover selected by **you**, and any special provisions, limits or endorsements.

**Temporary Partial Disablement** means disablement which prevents the **Insured Person** from attending to a substantial part of his or her **Occupation**.

**Temporary Total Disablement** means disablement which entirely prevents the **Insured Person** from attending to his or her **Occupation**.

**You/your** means the **Insured**.

**We/our/us** means Calliden Insurance Limited (Calliden) (ABN 47 004 125 268 AFSL 234438)

**Weekly Benefit** means the amount shown in **your Schedule** as the Loss of Income Weekly Benefit, Student Help Weekly Benefit or Home Help Weekly Benefit applying to this **Policy**.

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## Exclusions

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### Exclusions Applying to All Sections

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#### Mental Health

**We** will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder.

#### Hernia

**We** will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of hernia.

#### HIV/AIDS & Sexually Transmitted Disease

**We** will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease.

#### Riot/Criminal Acts

**We** will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of:

- riot in which the **Insured Person** is participating; or
- criminal acts or criminal activity.

#### War/Terrorism

**We** will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of:

- a) war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;
- b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;
- c) nuclear reaction, nuclear radiation or radioactive contamination; or

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## Exclusions (cont'd)

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- d) any act of terrorism or any action taken in controlling, preventing or suppressing or in any way relating to any act of terrorism.

For the purposes of this clause an act of terrorism includes 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 thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i. involves violence against one or more persons;
- ii. involves damage to property;
- iii. endangers life other than that of the person committing the action;
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

### Fraudulent Claims

**We** will not pay if **you** or an **Insured Person**, or anyone acting on **your** behalf or with **your** knowledge or connivance, should make a claim knowing or reasonably suspecting the same to be false or fraudulent. Making a fraudulent claim is a criminal offence. **We** may report to the police any person who lodges a fraudulent claim.

**We** will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of:

- a) the **Insured Person** engaging in or taking part in any of the following sporting activities:
  - i. winter sports outside Australia or New Zealand;
  - ii. hang-gliding, parachuting or para-gliding;
  - iii. **Professional Sports** activities.

- b) naval, army, air force or any type of military service or operation;
- c) voluntary fire brigade activities or emergency services operations;
- d) driving a motor vehicle whilst having a percentage of alcohol in the **Insured Person's** breath or blood in excess of that permitted by law;
- e) the **Insured Person** abusing or having abused, or being under the influence of alcohol or drugs other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **Insured Person**;
- f) flying except as a fare-paying passenger on an airline with scheduled flights (but including Feeder Air Route in single-engined aircraft and helicopters where required);
- g) intentional self-injury or suicide;
- h) a **Pre-existing Injury** which **you** knew about or ought reasonably have known about;
- i) for **Weekly Benefits** only, any loss greater than 80% of the **Insured Person's Earnings**;
- j) the **Insured Person** engaging or taking part in any sport other than the sport shown on the **Schedule**;
- k) pregnancy;
- l) the **Insured Person's** failure to follow the advice of a medical practitioner;
- m) sickness, disease or disorder or any other kind of medical condition.

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## Capital Benefits

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If **Injury** results in any of the conditions **you** have selected (as shown in the **Policy**) within twelve (12) months of the **Injury**, **we** will pay the **Benefit** shown as a percentage of the **Capital Benefit** shown in the "Capital Benefit Schedule".

**We** will assess whether a condition is **Permanent** at the end of the twelve (12) month period from the date of the **Injury** on the medical evidence then available.

### Limitations

- the **Benefit** payable in the case of death will be reduced by any **Capital Benefit** paid for the **Injury** causing the death;
- all further cover ceases if, according to the "Capital Benefit Schedule" shown below, the **Insured Person** becomes entitled to a "Benefit Percentage" of 80% or more;
- **we** will not pay any **Capital Benefit** for more than one condition at any one time;

## Capital Benefits (cont'd)

- 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 **Schedule**. If this amount is not enough to pay all claims in full, then **we** will reduce each **Insured Person's** benefit proportionately;
- the **Insured Person** can only claim one **Capital Benefit** for any one condition;
- the maximum amount **we** will pay for an **Injury** resulting from an **Insured Person** travelling to or from a competition, game, performance, social function, training session or administrative activity is 20% of the Benefit Percentage listed in the "Capital Benefit Schedule".

### Capital Benefit Schedule

The Condition	Benefit Percentage
1. <b>Death and Permanent</b> total disablement _____	100%
2. <b>Permanent</b> paralysis of all limbs _____	100%
3. <b>Permanent</b> loss of use of two limbs _____	100%
4. <b>Permanent</b> loss of use of one limb _____	60%
5. <b>Permanent</b> total loss of sight _____	100%
6. <b>Permanent</b> total loss of sight in a remaining eye _____	100%
7. <b>Permanent</b> total loss of sight or the lens in one eye _____	50%
8. <b>Permanent</b> total loss of hearing _____	75%
9. <b>Permanent</b> total loss of hearing in one ear _____	25%
10. <b>Permanent</b> total loss of : -	
	Liver _____ 75%
	Two kidneys _____ 75%
	One kidney _____ 35%
	Sexual function _____ 45%
	Two testicles _____ 40%
	One testicle _____ 7.5%
	Spleen _____ 30%
17. <b>Permanent</b> disfigurement to 100% of the surface of the head and neck _____	50%
18. <b>Permanent</b> disfigurement to 100% of the surface of the remainder of the body _____	25%
19. <b>Permanent</b> total loss of use of a thumb and all fingers on one hand _____	50%
20. <b>Permanent</b> total loss of use of all the fingers on one hand _____	40%
21. <b>Permanent</b> total loss of use of a thumb _____	30%
22. <b>Permanent</b> total loss of use of one joint of a thumb _____	15%
23. <b>Permanent</b> total loss of use of a finger _____	10%
24. <b>Permanent</b> total loss of use of two joints of a finger _____	7.5%
25. <b>Permanent</b> total loss of use of one joint of a finger _____	5%
26. <b>Permanent</b> total loss of use of a foot _____	15%
27. <b>Permanent</b> total loss of use of a big toe _____	5%
28. <b>Permanent</b> total loss of use of one joint of a big toe _____	3%
29. <b>Permanent</b> total loss of use of each other toe _____	3%
30. Broken leg or kneecap that will not join _____	10%
31. Shortening of a leg by at least 5 centimetres _____	7.5%
32. Any <b>Permanent</b> Disability or Disfigurement that is not total or is not listed under Events 8 to 31 above will be paid for in proportion to the degree of <b>Permanent</b> Disability as compared with the cases as listed above without taking into account the <b>Occupation</b> of the <b>Insured Person</b> .	

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## Capital Benefits (cont'd)

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### Disappearance clause

If the **Insured Person** is travelling on a journey and:

- a) their means of transportation disappears, sinks or is wrecked; and
- b) their body has not been found within one year;

**we** will presume that the **Insured Person** has died as a result of **Injury** and will pay the death benefit accordingly.

If the **Insured Person** is later found to be alive, then **you** must repay the amount **we** have paid.

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## Weekly Benefits

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**We** will pay **Weekly Benefits** under only one of the following types of weekly benefits:

- a) Loss of Earnings;
  - b) Student Help;
  - c) Home Help;
- during the period of insurance.

### Loss of Earnings Weekly Benefit

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1. If because of **Injury** the **Insured Person** is prevented from working in their **Occupation** within twelve (12) months of the **Injury**, **we** will after that period and after the application of the **Excess**, pay the lesser of the **Earnings** the **Insured Person** has lost or the **Weekly Benefit** shown in the **Schedule** for Loss of Earnings.
2. **We** will reduce **our** payment for any **Weekly Benefit** for Loss of Earnings by the necessary amount so that it does not exceed 80% of the **Insured Person's Earnings**.
3. **We** will reduce **our** payment for any **Weekly Benefit** for Loss of Earnings by any other weekly benefits the **Insured Person** is entitled to receive for or under:
  - a) any statutory Workers Compensation or transport accident scheme;
  - b) any Economic Bargaining Agreement or similar agreement or arrangement;
  - c) any Workers Compensation legislation;
  - d) all other Workers Compensation legislation carve-out, top up or similar arrangements unless specifically agreed;
  - e) any Sick Leave entitlements the **Insured Person** may have;

to ensure that the **Insured Person's** overall income does not exceed 80% of their **Earnings**.

4. **We** will not pay any **Weekly Benefit** for Loss of Earnings:
  - a) during the period the **Excess** applies; or
  - b) whilst the **Insured Person** is receiving **Weekly Benefits**, the **Insured Person** commences any new **Occupation** regardless of whether such **Occupation** is on a casual, temporary, part-time or permanent basis, unless **we** have expressly confirmed to the **Insured Person** that they may commence in such an **Occupation**; or
  - c) for more than one **Injury** at any one time; or
  - d) for any period after the **Insured Person's** 65th birthday unless expressly stated in the **Schedule**; or
  - e) if the **Insured Person** was not engaged in **Full Time employment** up to the time of the **Injury**;

For the purpose of Loss of Earnings Benefit 4e) only, **Full Time employment** means being engaged in permanent work in the **Insured Person's Occupation**, for a minimum of 13 hours per week over the 8 week period immediately prior to the **Injury**.

- f) for **Earnings** derived from sponsorship, promotion or endorsement arrangements.
5. **Injury**

**We** will only pay **Weekly Benefits** for Loss of Earnings or a **Capital Benefit** not both. If the **Insured Person** elects to receive a **Capital Benefit** **we** will deduct the amount of any **Weekly Benefits** for Loss of Earnings already paid from the **Capital Benefit**.

If the **Insured Person** elects to receive **Weekly Benefits** for Loss of Earnings **we** will deduct the amount of any **Capital Benefit** already paid from the **Weekly Benefits** for Loss of Earnings.
  6. **Recurrent Injury**

Where the **Insured Person** suffers recurrence of an **Injury**:

    - a) for which the **Insured Person** has claimed **Weekly Benefits** for Loss of Earnings under this or any other **Policy** issued by **us**; and

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## Weekly Benefits (cont'd)

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- b) the **Insured Person** first seeks medical assistance for that recurrence while this **Policy** is in force; and
- c) there has been a period of less than six (6) months between the **Insured Person's** return to work in the **Insured Person's Occupation** and the recurrence;

it will be treated as a continuation of the original claim.

### Student Help Weekly Benefit

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This cover is only available for full time students.

**We** will pay up to the **Weekly Benefit** shown in the **Schedule** for Student Help if an **Injury** covered by **your Policy** prevents an **Insured Person** from going to their usual school, college or other place of learning. The payments will be made at the end of each 4 week period. However **we** will:

- a) not pay the **Weekly Benefit** for Student Help more than the period shown in **your Schedule** for any one **Injury**;
- b) not pay until the **Insured Person** has seen a registered medical doctor about the disability or injury;
- c) only pay for help that the **Insured Person** reasonably needs for their education;
- d) stop payments once the **Insured Person** can go to their usual place of learning without help.

### Home Help Weekly Benefit

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**We** will only cover home help that is provided by a recognised agency.

**We** will pay the **Insured Person** up to the **Weekly Benefit** for Home Help if an **Injury** covered by this **Policy** stops the **Insured Person** from caring for themselves in their home. The payments will be made at the end of each 4 weeks period. But, **we** will:

- a) not pay the **Weekly Benefit** for Home Help more than the period shown in the **Schedule** for any one **Injury**;
- b) not pay until the **Insured Person** has seen a registered medical doctor about the **Injury**;
- c) only pay for the home help that the **Insured Person** reasonably needs and incurs to continue to live in their home;
- d) stop payments once the **Insured Person** can care for themselves at home as they could before the **Injury**.

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## Additional Benefits

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### 1. Modification Expenses

If an **Insured Person** is:

- a) insured for both **Capital Benefit** and **Weekly Benefit**; and
  - b) entitled to 100% of the **Capital Benefit**;
- we** will pay up to an additional \$10,000 for costs necessarily incurred to modify the **Insured Person's** home and/or motor vehicle, or relocating to a suitable home provided that the modifications and/or relocation are prescribed by a legally qualified medical practitioner.

### 2. Funeral Expenses

**We** will pay up to to an additional \$5,000 for funeral expenses in the event of the death of the **Insured Person** where the death is covered by this **Policy**.

### 3. Parents' Inconvenience Allowance

This cover is only available for full time students under 25 years of age.

**We** will pay the custodial parents of an **Insured Person** the **Daily Benefit for Parent's Inconvenience** while the **Insured Person** is in hospital. The payments will be made at the end of each 4 week period. But, **we** will not pay:

- a) unless the **Insured Person** is in hospital because of an **Injury** covered by this **Policy**;
- b) more than the **Benefit** shown in the **Schedule** for any one **Injury**.

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## Additional Benefits (cont'd)

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### 4. Non Medicare Medical Expenses

**We** will pay the percentage of **Medical Expenses** of an **Insured Person** shown in the **Schedule** which arise from an **Injury** covered by this **Policy**. **We** will not pay:

- a) for **Medical Expenses** that are covered by Medicare, private health insurance, a statutory insurance scheme such as workers compensation or which can only be covered by a registered health insurer. This includes those costs that the law states **we** cannot cover, such as Medicare 'gaps';
- b) for treatment that takes places later than 365 days after the **Injury** unless the delay is on the advice of a registered medical doctor or dentist;
- c) more than that percentage which is shown in the **Schedule** of the amount spent;
- d) more than the **Medical Expenses Benefit** for any one **Injury**.

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## Claims Procedures

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In the event of **Injury**, the **Insured Person** must immediately:

- obtain and follow proper medical advice from a qualified medical practitioner;
- obtain a medical certificate from a qualified medical practitioner confirming the **Injury**.

In order to make a claim **you** must:

- contact **us** or **your** insurance intermediary as soon possible;
- complete and submit **our** claim form within 28 days or 28 days of being able to do so;
- provide **us** with all information **we** may reasonably require including a medical certificate.

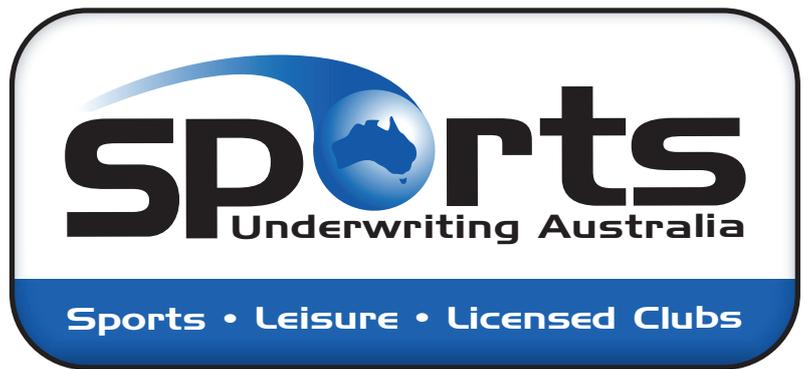
After making **your** claim **you** must:

- provide details of any other insurance that covers or may cover the same **Injury**;
- provide at **your** own expense all medical evidence which **we** may reasonably require to assess the claim;
- undergo, at **our** expense, any medical examination which **we** reasonably require to assess the claim; and
- continue to be a resident of Australia.

In the case of death **we** are entitled to conduct a post mortem examination at **our** expense.

Once **we** have accepted **your** claim, the **Insured Person** will be paid as follows:

- a) in respect of Loss of Earnings, Student Help and Home Help benefits, **we** will pay the **Insured Person** monthly in arrears;
- b) in respect of Non-Medicare Medical Expenses, **we** will pay the **Insured Person** at the completion of their treatment up to a maximum of 12 months from the date of the injury;
- c) **we** will only pay Loss of Earnings Benefits in respect of complete days of disablement;
- d) benefits will not be payable for any period after the **Insured Person** has resumed playing or training for the sport noted in the **Schedule**.



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