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Please contact your insurance broker for any enquiries in the first instance.

All information in this PDS is current at the time of issue. We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can obtain a paper copy free of charge by calling Us). Please read and retain this document in a safe place for future reference. Speedway Injury Policy PDS and Policy Wording Version 3. 30 June 2011.

8359



SPEEDWAY INJURY POLICY

PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING VERSION 3: 30 JUNE 2011

AFA
INSURANCE

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This product is issued by
AFA Pty Ltd on behalf of Certain Underwriters at Lloyd's
ABN 83 067 084 333
AFSL No: 247122

CONTACT DETAILS

AFA Pty Ltd

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SPEEDWAY INJURY POLICY
PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING
ISSUE DATE VERSION 3: 30 JUNE 2011

Part A: who we are and what we do

About this personal injury insurance

HOW COVER IS PROVIDED UNDER THIS INSURANCE

This insurance is entered into with the Insured and provides cover in relation to Insured Persons. In some cases the Insured may also be an Insured Person. Unless otherwise stated or where the context otherwise provides, the Insured and Insured Persons are referred to as “You and Your” in this Product Disclosure Statement (PDS).

Access to this insurance is provided to Insured Persons solely by reason of the statutory operation of section 48 of the *Insurance Contracts Act 1984* (Cth). Insured Persons are not contracting insureds (e.g. they cannot cancel or vary the Policy – only the Insured can do this) and do not enter into any agreement with Us as their right is only provided by reason of the above section of the *Insurance Contracts Act*.

Neither We nor the Insured hold anything on trust or for the benefit of such Insured Persons under this Policy.

Where this cover is not automatically provided to an Insured Person (e.g. they obtain it automatically by virtue of the fact that they are a specified class of persons) and they must make a positive election in order to bring themselves within the eligibility criteria, the Insured is legally required to provide the Insured Person with a copy of this PDS and other documents that form part of the PDS, before they access the cover. We do not provide this document or any notices in relation to it to Insured Persons.

Where this Policy covers Insured Persons other than the Insured, the Insured does not act as Our agent, acts independently from Us in entering into this Insurance to provide cover to Insured Persons, does not hold an Australian Financial Services Licence and is not authorised to provide any recommendations or opinions about the insurance or other financial service to an Insured Person. The Insured and Insured Persons should contact AFA if they have any queries.

ABOUT THE INSURERS

We, AFA Pty Ltd (ABN 83 067 084 333 and AFS Licence No. 247122) give notice that this contract has been effected under an authority, given to us. We have entered into the contract as an agent of certain underwriters at Lloyd's and not as an agent of the insured.

You have made written application to us, which together with all accompanying information shall be the basis of this contract and be considered as incorporated in it.

In consideration of the payment of the premium, and subject to the terms and conditions contained in, endorsed on or attached to this Policy and these Schedules, if during the Policy Period, any of the events specified in the Schedule happens to an Insured Person, We will pay the compensation specified in the Schedule, in the manner described.

About the product

WHEN DOES COVER BEGIN AND END?

Cover begins

For the Insured, this Policy begins at 4pm on the commencement date as shown on the Policy Schedule, subject to Our receipt of the first payment of premium. For Insured Persons, access to cover begins when the Insured has paid the premium or agrees to pay the premium and the Insured Person meets the eligibility criteria agreed with the Insured as set out on the Policy Schedule under the description of Insured Persons or any other document issued by Us.

Cover ends (Insured Persons)

The Insured Person's access to cover ends immediately:

- on the day that the Insured requests that such Insured Person no longer be covered under this Policy as an Insured Person;
- on the day that the Insured gives Us written notice to terminate their insurance cover;
- 4pm on the date one year after the effective date of cover or such shorter period as shown in the Policy Period on the Policy Schedule;

Cover ends (Insured)

- the date this Policy is cancelled by the Insured or Us (see Condition 5.6 Cancellation Rights); or
- at 4:00pm EST of the 3rd (third) business day after the day on which We advise the Insured in writing that the Insured Person is no longer eligible for cover or such later time as We may specify in the notice.

SOME EXCLUSIONS FROM COVER APPLY

A benefit is not payable if an exclusion applies. These exclusions are explained in the relevant Cover Sections and the Exclusions Section and in some cases in the Policy Schedule or an Endorsement issued by Us.

COOLING OFF PERIOD

You may return this Policy to Us within 14 days of the date We enter into it provided that no right or power under the policy has been exercised (eg, no claim has been made).

When You return it within the above 14 day period We will cancel the Policy and give You a full refund of premiums paid. Please note that You still have cancellation rights that You can Use after this period expires.

YOUR DUTY OF DISCLOSURE

Before You enter into an insurance contract with Us, the Insurance Contracts Act 1984 requires You to provide Us with the information We need to enable Us to decide whether and on what terms Your proposal for insurance is acceptable and to calculate how much premium is required for Your insurance.

The Act imposes a different duty the first time You enter into the policy with Us to that which applies when You vary, renew, extend, reinstate or replace Your policy. We set these duties out below.

Your duty of disclosure when you enter into this policy with us for the first time

You will be asked various questions when You first apply for this policy. When You answer these questions, You must:

- a) give Us honest and complete answers;
- b) tell Us everything You know concerning the proposed insurance; and
- c) tell Us everything that a reasonable person in the circumstances could be expected to tell Us.

Your duty of disclosure when you renew, vary, extend, reinstate or replace your policy

If You renew, vary, extend, reinstate or replace the Policy Your duty is to tell Us before the renewal, variation, extension, reinstatement or replacement is made, every matter which:

- a) You know; or
- b) a reasonable person in the circumstances could be expected to know; is relevant to Our decision whether to insure You and whether any special conditions need to apply to Your policy.

What you do not need to tell us for either duty

You do not need to tell us about any matter:

- a) that diminishes our risk;
- b) that is of common knowledge;
- c) that We know or should know as an insurer; or
- d) that We tell You we do not need to know.

What happens if you don't comply with the relevant duty?

If You or the Insured Person do not comply with the relevant duty, We may cancel the Policy or reduce the amount We pay if You or the Insured Person make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

IF YOU OR AN INSURED PERSON HAS A COMPLAINT

To ensure AFA Pty Ltd handles any complaint received in a fair, transparent and timely manner the following procedure will be followed when a complaint is received by AFA Pty Ltd relating to the business it underwrites on behalf of certain underwriters at Lloyd's and AFA Pty Ltd Binder agreement.

If you or the insured person has a problem about anything to do with this insurance which you or the insured person feels we

have not resolved to your or the insured persons satisfaction, please contact us on (02) 9259 8222 or phone 1300 728 997. The Complaints Manager will attend to the complaint within 10 working days if significant must report the breach to Lloyd's Australia within 5 business days who will then report it to Financial Ombudsman Service (FOS) within a total of 10 business days.

If AFA is not able to respond within 10 Business days we will agree an alternative timeframe with the customer. If an alternative timeframe can not be agreed AFA will treat the complaint as a dispute and make the customer aware of the Dispute Resolution Process. The customer will be kept informed of our progress every 10 working days.

If you or the insured person are not satisfied with the response, you may contact Lloyd's Underwriters' General Representative in Australia, located at Suite 2, Level 21, Angel Place, Sydney NSW 2000, telephone number (02) 9223 1433 who will attend to your dispute within 15 working days

If *you* or the *insured person* are still not satisfied, after Lloyds has considered the matter, and the problem or complaint relates to a policy covered by the insurance industry's independent review body, Financial Ombudsman Service Limited (FOS) Scheme then *you* or the *insured person* may refer the complaint to the FOS within three calendar months of receiving Lloyds final decision. This is a free service established to resolve disputes between customers and insurers.

You or the *insured person* may contact FOS at PO Box 3, Melbourne Victoria 3001, or phone 1300 780 808 or fax (03) 9613 6399. Their web site is <http://www.fos.org.au>

Please note that this organisation is independent from *us*. It will not accept a complaint unless *you* or the *insured person* have first tried to resolve the problem with *us*. Please let us know if *you* or the *insured person* would like to be sent a brochure containing more information about the Code.

If the complaint is not covered by the FOS scheme, we will advise of other options for resolution.

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards and service in the general insurance industry. If *you* or the *insured person* requires further information on the Code please contact us.

PRIVACY POLICY

We will collect and use the personal information of Insured Persons to arrange cover and administer and manage Your, Our and the Insured Person's rights and obligations in relation to it, in accordance with the principles of the *Privacy Act* 1998 (Cth) concerning the collection, use and management of personal information about individuals.

We disclose personal information to third parties who We believe are necessary to allow Us to do the above.

For example:

- a) to Our relevant staff and contractors involved in delivering Our services;
- b) if an agent or broker collects this form from You or the Insured Person, or assists You or the Insured Person with a claim, to that agent or broker;
- c) to the Insured Person's employer (in connection to a claim);
- d) to reinsurers or reinsurance brokers (which may include reinsurers located outside Australia);
- e) to facilitators such as legal firms, accountants, actuaries, loss adjustors and claims investigators;
- f) to insurance reference bureaus or credit reference bureaus;
- g) to Our agents such as doctors and other medical service providers engaged by Us; and
- h) We may be required to provide the Insured Person's personal information to others for purposes of public safety and/or to enforce our rights of subrogation.

We limit the use and disclosure of any personal information provided by Us to them to the specific purposes for which We supplied it.

If You or an Insured Person would like a copy of our Privacy Policy, or wish to opt-out of receiving marketing material we send or if an Insured Person wishes to seek access to, or correct the personal information We have collected or disclosed about the Insured Person then please contact Us.

When You or the Insured Person give Us personal information about other individuals, we rely on You and the Insured Person to have made or make them aware that You or the Insured Person will or may provide their information to Us and the types of third parties We may provide it to, the relevant purposes We and the third parties will use it for, and how they can access it.

If it is sensitive information We rely on You and the Insured Person to obtain their consent on these matters. If You and the Insured Person have not done or will not do either of these things, You and the Insured Person must tell Us before the relevant information is provided.

This Policy sets out the terms of insurance provided by Us. We ask that You read this Policy Wording and the Policy Schedule carefully so that You are aware of the terms, Exclusions and Conditions and, if they are not in accordance with Your understanding of the cover arranged, You contact Your intermediary immediately to raise any query.

What Are Insured Persons Covered For?

This policy provides the Insured Person with Capital Benefits, Weekly benefits for income earners, Household Help & Student Assistance Benefits, and Additional Benefits in the event of an Injury to the Insured Person during the Policy Period and the Scope of Cover as shown on the Policy Schedule, subject to the terms and conditions of this policy wording. All activities must be authorised and/or recognised by the Insured.

Part B: about your cover

Cover provided by this policy

This policy provides the Insured Person with Accident cover during the Policy Period and the Scope of Cover as shown on the Policy Schedule, and subject to the terms and conditions of this policy wording. All cover is subject to the Insured paying or agreeing to pay the required premium.

SECTION 1 – CAPITAL BENEFITS

If the Insured Person suffers an Injury (not a sickness) resulting in any of the Capital Events, within twelve months of the Injury, We will pay the relevant compensation shown as a percentage of the Capital Sum Insured stated in the Schedule.

Under this section Capital Benefits are subject to the following terms and conditions:

1. The benefit payable in the case of death will be reduced by any Capital Benefits paid for the same Injury.
2. If the Insured Person suffers more than one Injury or both Injury and Death as a result of the same Accident, We will pay the Insured Person the highest Capital Benefit that they qualify to receive for any one of the Injuries (or Death if the Insured Person dies as a result of the Accident) but not both.
3. The Insured Person can only claim one Capital Benefit for any one accident.

Capital Benefits Table Of Events

NO. CAPITAL EVENTS Injury resulting in:	CAPITAL BENEFIT*
1. Death	100%
2. Permanent Total Disablement; Permanent Paraplegia and Quadriplegia	100%
3. Permanent unsound mind to the extent of legal incapacity	100%
4. Permanent & incurable paralysis of all limbs	100%
5. Permanent Total Loss of sight in both eyes	100%
6. Permanent Total Loss of sight in one eye	100%
7. Permanent Total Loss of the use of one of both hands	100%
8. Permanent Total Loss of the use of one of both feet	100%
9. Permanent Total Loss of the use of both legs	100%
10. Permanent Total Loss of the use of one hand and one foot	100%
11. Permanent Total Loss of the use of one hand one arm	100%
12. Permanent Total Loss of the lens of both eyes	100%
13. Permanent Total Loss of the lens of one eye	50%
14. Permanent Total Loss of hearing in:	
a) both ears	100%
b) one ear	50%
15. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extends to cover more than 40% of the entire external body	50%
16. Permanent Total Loss of one arm or one leg	50%
17. Permanent Total Loss of use of four Fingers and thumb of either hand	75%
18. Permanent Total Loss of use of four Fingers of either hand	40%
19. Permanent Total Loss of use of one thumb of either hand:	
a) both joints	30%
b) one phalanx joint	15%
20. Permanent Total Loss of use of Fingers of either hand:	
a) three phalanges joints	10%
b) two phalanges joints	8%
c) one phalanx joint	5%
21. Permanent Total Loss of use of Toes of either foot:	
a) all - one foot	20%
b) great - both joints	5%
c) great - one joint	5%
d) other than great - each Toe	3%
22. Fractured leg or patella with established non-union	10%
23. Necessary Surgical removal of internal organs – per organ	15%
24. Shortening of leg by a least 5 cm	7.5%
25. Any Permanent physical disability not included in Events 2 to 24 above. <i>Capital benefit:</i> Such percentage of the Capital Sum Insured as We, in Our absolute discretion shall determine (by comparing the severity of the Permanent physical disability with the severity of Events 2 to 24 above and taking into account the compensation provided for those Events, but not taking into account the Insured Person's occupation) limited always to 75% of the Compensation payable for Event 1.	

* Percentage of the Capital Sum insured as shown in the Policy Schedule

Additional Benefits Cover Under Section 1

Modification cover

Where a Capital Benefit is payable for Events 2 to 4 inclusive, We will also pay for the costs necessarily incurred by the Insured Person and agreed by Us in writing for modifying their motor vehicle or home or in relocation to a suitable home, up to the maximum amount specified in the Policy Schedule.

SECTION 2 – WEEKLY INJURY BENEFITS FOR INCOME EARNERS

We will pay the Insured Person Temporary Total and Partial Disablement weekly benefits in accordance with the amount shown in the Policy Schedule and the terms and conditions of this Policy if, because of Injury, during the Scope of Cover stated in the schedule, the Insured Person is Totally Disabled within twelve months of the date of Injury, subject to the terms and conditions of this policy.

THE EVENTS	THE COMPENSATION
Injury resulting in:	
Event 1 a) Temporary Total Disablement	During such Disablement, the amount per week specified in the Policy Schedule.
Event 1 b) Temporary Partial Disablement	During such Disablement, 30% of the amount per week specified in the Schedule for Event 1a).

Compensation under Events 1a) and b) shall be payable proportionately for each working day the Insured Person suffers Total Disablement (excluding the Waiting Period plus the period of time equal to the total of their paid sick leave at the time of Injury) and subject to due proof of loss, shall be payable monthly in arrears, for up to the Benefit Period specified in the Policy Schedule.

SECTION 3 – BENEFITS FOR NON INCOME EARNERS & STUDENTS

Compensation under this Section is payable only if specified in the Policy Schedule and is only payable in respect of Non Income Earners and Students.

Where an Insured Person has suffered an Injury during the Scope of Cover stated in the Schedule and is a Non Income Earner, unemployed, self retiree or a Student and is entitled to benefits under Temporary Total Disablement under this Policy and is within 12 month's of the date of Injury, We will cover such reasonable costs incurred for Household Help Benefits (Event 1) and/ or Student Assistance Benefits (Event 2) and Medical Consultation Allowance (Event 3). At the absolute discretion of the Insurer such costs are payable upon receipts furnished by the Insured to Us.

Compensation for such services must be certified by a Medical Practitioner as being necessary for the Insured Person's recovery. Such expenses We reimburse may include:

Household Help Benefits (Event 1):

- Travelling expenses necessary to travel directly to hospital or medical appointments;
- Home cleaning, child minding, cooking assistance and other necessary non-medical related expenses incurred for domestic home help (services that must be recognised by a home help agency/professional carer only);
- Hire of medical aids determined as necessary from the Insured Person's Medical Practitioner.

Student Assistance Benefits (Event 2):

- Actual expenses incurred for home tutorial by a qualified tutor.

Unemployed/Pensioner Assistance Benefit (Event 3):

- Costs incurred for attending ongoing Medical Practitioner's consults.

THE EVENTS	THE COMPENSATION
Event 1 Household Help Benefits	We will pay the percentage of the actual Household Help costs as shown in the Policy Schedule which are necessarily incurred for every week of continuous Total Disablement, up to the benefit Period noted in the Policy Schedule following the Waiting Period.
Injury resulting in Temporary Total Disablement and the Insured Person is a Non Income Earner.	
Event 2 Student Assistance Benefits	We will pay the percentage of the actual Student Assistance Benefits as shown in the Policy Schedule which are necessarily incurred for every week of continuous Total Disablement, up to the benefit Period noted in the Policy Schedule following the Waiting Period.
Injury resulting in Temporary Total Disablement and the Insured Person is a Student.	
Event 3 Unemployed/Pensioner Assistance Benefit	In the case the Insured Person is a Non Income Earner, in receipt of a pension, a Student or is a self funded retiree over the age of 55 years (who is not in receipt of government assistance benefits or a regular source of income other than superannuation), We will provide a benefit up to the maximum Sum Insured as shown in the Policy Schedule for costs incurred and as deemed necessary by their Medical Practitioner for attending ongoing medical consultations. No benefit will be provided once Medical consultations for the same Injury cease.
Injury resulting in Temporary Total Disablement and the Insured Person is a Non Income Earner.	

SECTION 4 – ADDITIONAL BENEFITS

The following additional benefits will only be covered if shown in the Policy Schedule.

4.1 Funeral Expenses

We will pay the actual cost of the Insured Person's funeral if they die as a result of Injury for which compensation is payable under Section 1 Capital Benefits Event 1, or the Sum Insured noted in the Policy Schedule, whichever is the lesser.

4.2 Non-Medicare Medical Expenses

If because of Injury and during the Scope of Cover as shown in the Schedule, We will pay the percentage specified in the Policy Schedule of all Non-Medicare Medical Expenses after deduction of:

- any entitlements in respect of the same Injury under any compulsory health insurance scheme or policy;
 - any benefits actually paid to the Insured Person in respect of the same Injury under any other insurance policy; and
 - the applicable Excess specified in the Policy Schedule;
- provided that the payment does not contravene section 67 of the National Health Act 1953 (Cth), the Private Health Insurance Act, 2007 (Cth) or any succeeding legislation to those Acts.

The total compensation payable for all Non-Medicare Medical Expenses arising from any one Injury shall be limited to the Sum Insured specified in the Policy Schedule.

The compensation shall be reduced by any other amounts the Insured Person is entitled to claim from any other statutory transport accident scheme or statutory workers compensation scheme or private health insurance.

4.3 Parents' Inconvenience Allowance

If compensation is payable under Section 1, 2 or 3, We will pay for reimbursement of costs incurred for losses which the Insured Person's parent or guardian incurs for the purpose of visiting the Insured Person whilst they are continuously hospitalised due to Injury as covered under this policy. This compensation only applies in respect of Insured Persons who are dependent children or Students. The total compensation payable arising from any one Injury shall be limited to the Sum Insured and the Benefit Period specified in the Policy Schedule.

4.4 Emergency Transport Cover

If an Insured Person or any of their dependents suffers an Injury during both the Period of Insurance and the Scope of Cover while the Insured Person is either:

- engaged in a sporting activity in the capacity of a participant, adjudicator, judge, referee, mechanic or in a similar capacity;
- acting as an official at, or otherwise assisting in the conduct of a sporting activity; or
- acting in his or her capacity as an elected or appointed official of a sporting organisation;

- or while that person is travelling to or from that activity

We will pay the costs of emergency transport services.

The compensation shall only be payable where in the opinion of the attending emergency transport officer there is a threat to the Insured Person's life or health and the Insured Person requires immediate treatment and transportation to hospital.

The compensation shall be reduced by any other amounts the Insured Person is entitled to claim from any other statutory transport accident scheme or statutory workers compensation scheme or private health insurance.

4.5 Broken Bones Benefit

If an Insured Person suffers an Injury resulting directly (and within 12 months of the date of the Injury) from one of the specified broken or fractured bones, we will pay to the Insured Person the corresponding compensation for that event as follows: The benefit amount is \$10,000.

EVENT	COMPENSATION*
1. Neck skull or spine	100%
2. Hip	75%
3. Jaw, pelvis, leg, ankle & knee	50%
4. Cheekbone or shoulder	30%
5. Arm, elbow or wrist	10%
6. Nose or Collarbone	20%
7. Foot or hand	5%
8. In the case of established Non union of any of the above breaks an additional 5%	

* as a percentage of the benefit amount.

Where an Insured Person suffers from more than one incident of broken or fractured bones as listed above arising from any one Injury, the maximum Benefit payable shall be the largest compensation Benefit specified in the table of compensation above for the relevant event suffered.

4.6 Emergency Family Member Travel Cover

If from the commencement of the Insured Person's Total Disablement as a result of an Injury a Medical Practitioner certifies that the Insured Person is confined to a hospital bed for a minimum of 7 days, We will provide re-imbursment of expenses to the Insured Person's legal or de facto spouse or immediate family member up to the maximum sum insured shown in the Policy Schedule, for expenses to attend to the Insured Person whilst being confined on medical advice to a hospital bed.

Such expenses We reimburse will be limited to travelling expenses for scheduled aircraft travel only to the hospital and necessary accommodation expenses whilst attending to the Insured Person confined to a hospital bed.

Travelling expenses reimbursed do not include any ground services such as taxi, private vehicle, public or community transport or hire car and booked car with driver unless incurred immediately following aircraft travel.

These expenses will only be reimbursed if the Insured Person is confined to a hospital bed and entitled to weekly benefits for Total Disablement under the Policy.

Proof of such expenses will be required at time of claim.

4.7 **Rehabilitation Benefit**

In the event of payment of a claim under Sections 1, 2 or 3 of this Policy We at Our absolute discretion may elect to assist the Insured Person in;

- arranging for tuition or advice from a licensed vocational school;
- Family counselling to help the Insured Person and his or her family cope with the Insured Person's disability;
- Financial Counselling;
- Participation in a return to work program,

provided such assistance is undertaken with the agreement of the Insured Person's Medical Practitioner and the costs are not reimbursed under any other section of this policy. Compensation will be up to a maximum of \$25,000.

SECTION 5 – CONDITIONS

5.1. **Payment of compensation**

- (a) Compensation shall only be payable if the Insured Person remains resident in Australia. If the Insured Person leaves Australia permanently, or for any period in excess of 3 months, We will cease paying all compensation, effective from the date the Insured Person leaves or left Australia.
- (b) Compensation payable under Event 1 in Section 1 shall be payable to The Insured Person's estate.
- (c) Any compensation payable for Events 1 to 25 in Section 1 shall be reduced by any other Compensation paid under this Policy in respect of the same Injury.
- (d) Where compensation is payable under any one of Events 1 to 12 in Section 1, cover under the Policy ceases for all further Injury to the Insured Person.
- (e) If the Insured Person becomes entitled to compensation under any one of Events 2 to 25 in Section 1, they may elect to receive compensation either under that Event or under Events 1a) or 1b) in Section 2 or under Section 3.
- (f) Compensation shall not be payable under any of the Events in Sections 2 or 3:
 - (i) for the Waiting Period specified in the Policy Schedule,
 - (ii) for any period in excess of the Benefit Period specified in the Policy Schedule;
 - (iii) beyond the date of the Insured Person's death; or

(iv) during periods of undue delay when the Insured Person is waiting for a place in a hospital or other institution or medical establishment for medical Treatment necessitated by Injury covered by this Policy, if an alternative medical facility is immediately available;

(v) If, in Our opinion, any period of Total Disability is prolonged or the Insured Person's recovery is complicated by any condition or physical disability which existed before the Injury first occurred, in which case the period for which compensation shall be paid will be reduced to such period which is reasonably considered would have been the period of Disablement had such prior condition or physical disability not existed.

(vi) No Compensation shall be payable under Section 2 of this Policy unless the Insured Person is in receipt of Income at the date of Injury, and as a result of the Injury suffers Total Disablement for Income Earners.

5.2 **Compensation offset**

Insured Persons may not recover under Section 2 or 3 an amount that exceeds the amount of their Loss of income. For the purposes of this clause, Loss of income payable under section 2 or 3 as stated in the Policy Schedule will be reduced by;

- (i) paid sick leave;
- (ii) any entitlements under any workers' compensation, motor accident or accident compensation legislation, or any other similar legislation.

5.3 **Recurrence of disablement**

If, as a result of Injury, compensation is payable under Sections 2 or 3, and if, while the Policy is in force, the Insured Person suffers a recurrence of Total Disablement from the same or related cause or causes, the subsequent period of Total Disablement will be deemed a continuation of the prior period unless between such periods the Insured Person has performed the duties of their usual occupation (or if the Insured Person has no occupation, their usual domestic duties) on a full-time basis for at least six consecutive months, in which case such Total Disablement shall be deemed the result of a new Injury and subject to a new Waiting Period and Benefit Period.

5.4 **Aggregate limit of liability**

Our total liability for all claims arising under this insurance for any one event during the Period of Insurance shall not exceed the Aggregate Limit of Liability stated in the Schedule. In the event that claims made under this insurance exceed the Aggregate Limit of Liability, then the amount by which claims exceed this limit will be proportionally reduced.

5.5 Premium paid by instalments

We may cancel this Policy by giving notice if any instalment of premium has remained unpaid for one month or more. No compensation is payable under this Policy if at the time of Injury giving rise to a claim, any instalment of premium remains unpaid for 14 days or more. We may deduct from any compensation paid or payable, any unpaid premium or instalment of premium.

5.6 Cancellation rights and cooling off period

- (a) The Insured may cancel this Policy at any time. Where that right is exercised We shall retain Our short period rate for the time the Policy has been in force, subject to the Insured's rights (if any) regarding the 14 day cooling off period prescribed by section 1019B of the Corporations Act 2001.
- (b) We may cancel this Policy at any time, subject to the Insurance Contracts Act 1984 with the period of notice to You not being less than thirty (30) days.

5.7 Claims procedure

- (a) Written notice of any claim under this Policy must be given to Us within thirty days of the occurrence of the Injury giving rise to the claim.
- (b) All certificates and evidence required by Us shall be furnished at the Insured Person's expense and shall be in such form and of such nature as We shall prescribe.
- (c) The Insured Person shall, as often as reasonably required, submit to medical examination on Our behalf and at Our expense.
- (d) In the case of the Insured Person's death, We shall be entitled to have a post-mortem examination at Our expense.

5.8 Governing Law and Jurisdiction

This Policy shall be governed by the law of the State or Territory in which it is issued. The courts of that State or Territory shall have exclusive jurisdiction to determine any dispute under this Policy.

5.9 Recoveries

Subject to the Insurance Contracts Act 1984, We have the right to recover any payment made under this Policy from any third party. This includes the right to take an action in the Insured Person's name, or The Insured's name.

The Insured Person and The Insured must provide all information and assistance We request to prosecute any recovery action.

5.10 Policy alterations

Any alterations to the terms, clauses, Exclusions or Conditions of this Policy are not valid unless agreed by Us in writing.

5.11 Keeping us up to date

The Insured Person must notify Us immediately if they become aware that they are suffering from any Injury or condition which is likely to affect their ability to work. If they do not do so, We may reduce or refuse to pay compensation or cancel the Policy.

5.12 Inspection rights

You must keep records of the names of every Insured Person. We, on behalf of the insurer, shall be permitted to examine the records of all Insured Persons at any reasonable time, and from time to time, until two years after the expiry of this Policy or until final adjustment (if applicable) and settlement of all claims hereunder, whichever is the later.

5.13 Several liability notice

The subscribing insurers' obligation under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscription. The subscribing insurers are not responsible for the subscriptions of any subscribing insurers who for any reason do not satisfy all or part of their obligations.

5.14 Subrogation rights

We, on behalf of the insurer, are entitled to commence or take over legal proceedings in the name of the Insured or the Insured Person for the defence or settlement of any claim, or to sue or prosecute any other person to recover any monies payable by them at law. The Insured and the Insured Person must not take any action to prejudice any such right of recovery and must co-operate and do all things necessary to enable the recovery action to be prosecuted.

5.15 Service of suit clause

The Underwriters hereon agree that:

- (i) In the event of a dispute arising under this Policy, Underwriters at Your request will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court;
- (ii) Any summons notice or process to be served upon the Underwriters may be served upon Lloyd's General Representative in Australia;
Lloyd's Australia Limited
Suite, Level 21
123 Pitt Street
Sydney NSW 2000
Australia,
who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at your request to give a written undertaking to you that he will enter an appearance on Underwriter's behalf.
- (iii) If a suit is instituted against any one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

5.16 **Periodic payment of compensation**

Subject to due written proof of loss, compensation for which this Policy provides periodic payment will be paid monthly in arrears, calculated at 1/7th of the Weekly compensation for each day of Disablement, excluding the Waiting Period.

SECTION 6 – EXCLUSIONS

Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, this insurance excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense:

- 6.1 (a) war, hostilities or warlike operations (whether war be declared or not);
(b) invasion;
(c) act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs;
(d) civil war;
(e) riot;
(f) rebellion;
(g) insurrection;
(h) revolution;
(i) overthrow of the legally constituted government;
(j) civil commotion assuming the proportions of, or amounting to, an uprising;
(k) military or usurped power;
(l) explosions of war weapons;
(m) Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined;
(n) murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not;
(o) Terrorist activity;
- 6.2 (a) the Insured Person being a pilot or crew member of any aircraft; or
(b) the Insured Person engaging in air travel or any aerial activity, except as a passenger in any properly licensed fixed-wing aircraft owned or operated by a recognised airline operating over an established air route to published schedules unless as a patient in an emergency air ambulance transport;
- 6.3 sickness, disease or illness of any description;
- 6.4 Sexually Transmitted Disease (STD), Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection;

- 6.5 any Injury, unless the Insured Person has as soon as possible after the happening of such Injury, procured and followed proper medical advice from a Medical Practitioner;
 - 6.6 (a) the Insured Person being under the influence of alcohol or a drug other than a drug administered or prescribed by and taken in accordance with the instructions of a Medical Practitioner or;
(b) the Insured Person driving a motor vehicle whilst having a percentage of alcohol in their breath or blood in excess of that permitted by law;
 - 6.7 any criminal act committed or attempted by the Insured Person;
 - 6.8 (a) any football code (including but not limited to Rugby Union, Rugby League, Australian Rules Football, Soccer, Gridiron, Touch or Gaelic Football), or;
(b) mountaineering, rock climbing, speleology, sky-diving, hang-gliding, bungee jumping, or;
 - 6.9 any Pre-Existing Condition;
 - 6.10 any psychological, psychosomatic, mental, emotional or nervous condition, depression, stress, neurosis or psychoneurosis disease or disorder - this Exclusion does not apply to Capital Condition No. 3 – permanent unsound mind to extent of legal incapacity – caused by an Injury;
 - 6.11 any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;
(a) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - 6.12. pregnancy, childbirth or miscarriage, or any complications thereof.
- If any of these Exclusions, or part thereof, is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

DEFINITIONS

Where certain words or phrases are used in this policy wording or Policy Schedule, they are defined as follows:

Word	Definition
Accident	means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
Age Limit	means the minimum and maximum ages as shown on the Policy Schedule, where compensation shall not be payable if the Insured Person's age is outside these specified limits.
Benefit Period	means the maximum period as shown on the Policy Schedule during which We will pay for any one claim. The Benefit Period shall commence after the Waiting Period ceases.
Competition Event	means an officially sanctioned competition including practice organised by or recognised by or under the direct control of the Insured.
Events	means any of the Events specified in the Table of Events in the Cover Sections of the Policy.
Fingers or Toes	means the digits of a hand or foot above the metacarpophalangeal joints or metatarsophalangeal joints.
Income	means the average of an Insured Person's weekly income net of business expenses but before personal deductions and income tax, and exclusive of overtime payments, bonuses, commissions or allowances, earned from personal exertion in his or her usual business, profession, occupation or employment or if more than one, all of them for the number of weeks so engaged during the twelve month period immediately preceding Injury resulting in any of the Events covered by this policy.
Injury	means bodily injury (including death) resulting solely from an Accident which occurs while this Policy is in force and this includes any condition resulting from exposure to the elements as a result of such bodily injury, other than as excluded by the exclusions section of this policy. Injury does not include: <ol style="list-style-type: none"> any consequences of any condition which is ordinarily described as being a sickness or disease; any Pre-Existing Condition; any degenerative condition irrespective of when the degeneration commenced or when and to what extent, the degeneration progressed.
Insured	means the person or entity noted in the Policy Schedule as the Insured.
Insured Person	means any person(s) specified as Insured Persons in the Policy Schedule, nominated by The Insured for insurance cover under this Policy and for whom a premium has been paid and accepted by Us.

Word	Definition
Journey	means travel between the Insured Person's usual place of residence or temporary accommodation where the Insured Person is temporarily absent from their usual place of residence and the location of Official Functions or other insured events including travel between the locations of Official Business, provided there is no substantial deviation from the most reasonably direct route.
Limb	means an arm at or above the wrist or a leg at or above the ankle.
Medical Practitioner	means a legally qualified doctor (including a general practitioner, physician, or specialist) currently registered to practice in Australia, who is not the Insured Person, the Insured Person's spouse, or a member of the Insured Person's family or their business associate and is acting within the scope of their registration and pursuant to the relevant laws.
Non-Medicare Medical Expenses	means reasonable expenses necessarily incurred by the Insured Person, as a result of Injury, that are not subject to any full or partial Medicare rebate or benefit, incurred within twelve calendar months of sustaining Injury, for Treatment certified necessary by a qualified Medical Practitioner, and shall include: accommodation and medical service fees charged by a registered Private Hospital; expenses incurred for Treatment by a physiotherapist, chiropractor, osteopath, specialist surgeon or any similar provider of medical services; the cost of medical supplies including non emergency ambulance hire provided not otherwise insured and claimed or not.
Non Income Earner	means any Insured Person who is unemployed or retired and is no longer earning an income from employment or occupation.
Official Functions	means all supervised or official business or activities on behalf of or recognised by the Insured including but not limited to; competition events, training, meetings, officially sanctioned scheduled gathering that is not a Competition Event, presentation nights and organised functions at the Insured's premises or organised functions or activities not held at the Insured's premises.
Paraplegia	means total, permanent and incurable paralysis of both legs and part or whole of the lower half of the body.
Partial Disablement, Partial Disability, Partially Disabled	means the Insured Person has been continuously Totally Disabled as the result of an Injury for which they have received a Total Disability Benefit and immediately after that period of Total Disability the Insured Person is capable of returning to work in reduced or alternative light duties and / or reduced hours of work.

Word	Definition
Permanent means	lasting twelve consecutive calendar months and at the end of that time being beyond prospect of improvement.
Policy	means this PDS and Policy Wording, the Policy Schedule and any endorsements issued to this Policy, whether issued at the inception of the Policy or during the Policy Period and the Proposal.
Policy Period	means the period specified in the Schedule. With respect to both the Insured and an Insured Person, Policy Period does not refer to any prior period of insurance if the Policy is a renewal of a previous policy and with respect to an Insured Person, if the Insured Person was eligible for cover under that previous policy. Each period is treated as separate. Policy Period also does not include any future period of insurance for any policy the Insured may enter into with Us upon renewal and under which an Insured Person may be covered.
Pre-Existing Condition	means a sickness, illness, disease, injury, condition, (including any side-effect or symptoms of a condition) of which the Insured Person was aware or of which a reasonable person in the circumstances could be expected to have been aware, or for which the Insured Person had received or sought medical attention or treatment or for which they had undergone testing prior to the Insured Person's effective date of cover under this policy.
Premium	means the premium specified in the Policy Schedule or any endorsements issued to this Policy.
Proposal	means the written proposal You and/or The Insured has made to Us containing information and statements which, together with any other information or documents provided, are the basis of this Policy and are considered incorporated in it.
Quadriplegia	means total, permanent and incurable paralysis of both legs and both arms.
Schedule	means the schedule to this Policy. For this Policy to be valid, the Policy Schedule must be signed by an authorised officer of AFA Pty Ltd.
Scope of Cover	means the operative time of the cover as specified in the Policy Schedule.
Student	means dependent children who are full-time students and under the age of 25 years.
Student Assistance Benefits	means necessary home (out of school) student tutorial services. This compensation only applies to dependent children who are full time students and under the age of 25 years.

Word	Definition
Temporary Total Disablement, Totally Disabled, Total Disability for Income Earners	means the Insured Person is entirely and continuously unable to engage in their usual occupation or if the Insured Person is not in gainful employment, from carrying out an occupation of any and every kind and: <ul style="list-style-type: none"> • The Insured Person is not working in any employment or occupation; and • The Insured Person is under the regular care and attendance of and following the advice and treatment recommended by a Medical Practitioner.
Total Loss	means the physical severance or Permanent loss of the full effective use of the part of the body referred to in the Capital Benefits Table of Events.
Treatment	means receipt of advice, management or relief of symptoms, manipulation, surgery or any period where a course of medication was prescribed by a Medical Practitioner or health professional, whether the Insured Person complied with this advice or not.
Utilisation of Biological Weapons of Mass Destruction	means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.
Utilisation of Chemical Weapons of Mass Destruction	means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound, which when suitably distributed is capable of causing incapacitating disablement amongst people or animals.
Utilisation of Nuclear Weapons of Mass Destruction	means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
Waiting Period	means the period specified in the Policy Schedule during which no compensation under Sections 2 or 3 is payable. The Waiting Period commences on the first day medical Treatment is sought for the Injury.
We, Our, Us	means AFA Pty Ltd ABN 83 067 084 333, acting on behalf of certain underwriters at Lloyd's.
You, Your, Yourself	means the Insured and where You, Your, Yourself does not refer to the Insured, means any Insured Person nominated by The Insured for insurance cover under this Policy and specified as an Insured Person in the Policy Schedule or Policy Wording and for whom a premium has been paid and accepted by Us.