

# Combined Product Disclosure Statement and Policy Wording



## Employee Journey Personal Accident Insurance



Bring on tomorrow



## How is your insurance arranged?

This insurance is issued/insured by:

**AIG Australia Limited (AIG)**  
ABN 93 004 727 753  
AFSL 381686  
Level 12  
717 Bourke Street  
Docklands VIC 3008

AIG issues / insures this product pursuant to an Australian Financial Services Licence ('AFSL') granted to us by the Australian Securities and Investments Commission.

AIG prepares this **Product Disclosure Statement**.

## Retail Clients

'Retail Clients' are required to be provided with a Product Disclosure Statement prepared by the product issuer/ insurer.

A 'retail client' means an individual or small business.

'Small business' means:

- a manufacturing entity with 100 employees or fewer, or
- non manufacturing entity employing 20 individuals or less.

Code of Practice, Dispute Resolution and Cooling Off provisions under this insurance will generally apply only to Retail Clients.

Date Prepared: 01 July 2019

S/O PDS JM 09/01176.5

**This document contains Your Insurance Policy Terms, Provisos, Exclusions and Conditions.  
It is important that You read and understand it and retain it in a safe place.**



## Contents

Product Disclosure Statement .....	4
What Is The Product Disclosure Statement?.....	4
Key Benefits Of Your Policy.....	4
Important Information.....	4
Costs .....	5
Cooling Off Period .....	5
How To Make A Claim .....	5
Code Of Practice .....	5
Dispute Resolution.....	6
Privacy Notice.....	7
Policy Wording .....	8
Important Policy Matters.....	8
Your Duty Of Disclosure.....	8
Exposure.....	8
Disappearance.....	8
Definitions .....	8
Conditions.....	10
General Exclusions Applicable To All Sections Of This Policy .....	11
Special Provisions.....	12
TABLE OF EVENTS .....	13
SECTION 1 – CAPITAL BENEFITS (Each Insured Person).....	13
SECTION 2 – WEEKLY INJURY BENEFIT .....	13



# Product Disclosure Statement

## What Is The Product Disclosure Statement?

The **Product Disclosure Statement ('PDS')** contains information about key benefits and significant features of this Employee Journey Personal Accident policy.

The purpose of the PDS is to assist the purchasing decision and ability to compare this product with other insurance. This document also contains important information about your rights and obligations including Cooling Off and the Duty of Disclosure.

The terms and conditions of your insurance are contained in the **Policy Wording**.

Details about the product issuer can be found on the inside cover of this document under '**How this insurance is arranged**'.

## Key Benefits Of Your Policy

Various cover options are available for selection against a range of Events as outlined in the table below.

SECTION	SECTION TITLE	SELECTION
Section A	Capital Benefits	Injury (as defined) resulting in Death, Permanent Total Disablement and specified Permanent Total Loss
Section B	Weekly Injury Benefit	Weekly Injury Benefit for Injury resulting in Temporary Partial Disablement or Temporary Total Disablement

Compensation under Event 1 of Section A is payable to the Insured and not the Insured Person.

Compensation under Event 19 of Section B may be reduced if You are entitled to receive disability benefits under any policy of insurance, earned income from another occupation or compensation under Workcover, the Motor Transport Act, the Wrongs Act or other Statutory body having a similar effect.

Details of the key benefits for all sections of cover are contained in the **Policy Wording** under the **Table of Events**.

Cover is limited to the benefits and maximum sums insured listed in the **Policy Schedule and Table of Events** and is subject to the terms, conditions and exclusions in the **Policy Wording**.

## Important Information

Please read the **Policy Wording** carefully for full details about lodging a claim, the benefits, terms and conditions that apply to this insurance. Take special note of the following:

- The **Policy Wording** contains a **Definitions** section on **pages 8 and 9** and **Conditions** that apply to this insurance at **pages 10 and 11**.
- **Special Provisions** apply to this **Policy Wording** that may impact upon the compensation payable. It is important that you carefully read the section of the **Policy Wording** on **page 12**.
- There are some circumstances where cover cannot be provided. These are covered in the **Policy Wording**. Please take special note of the **General Exclusions** applicable to all sections of the policy listed on **page 11** of the **Policy Wording**.
- An **Aggregate Period and/or Elimination Period** may apply to cover provided under Section B this policy. Further information is provided in the **Policy Wording**. Where applicable this period will be shown on the **Policy Schedule**.
- **Age limits** may be applied to this policy. These may vary based on application and our approval of details and will be shown in the Schedule of Insured Persons (if applicable).

This **PDS** and **Policy Wording** brochure also contains important information about the rights and obligations of insured persons including information about Privacy, the Duty of Disclosure and General Insurance Code of Practice.



## Costs

Premiums are calculated on an individual application basis. Some of the factors taken into account in calculating the premium are:

- Number of employees.
- Location or State in which the Insured is based.
- Prior claims experience.

The premium amount will be shown on your **Policy Schedule**. Government charges such as Stamp Duty and GST will be shown separately on the **Policy Schedule**.

You may be entitled to claim a tax deduction for the premium paid under this policy. Please check with your tax accountant or the Australian Taxation Office for further information.

## Elimination Period

An Elimination Period is the initial period of disablement for which no benefit is payable under Section 2 of this policy (Weekly Injury Benefit). The Elimination Period(s) to apply may vary based on application and approval, and will be detailed in the Policy Schedule.

## Cooling Off Period

If this insurance is purchased by a Retail Client a cooling off period applies.

You have 14 days after the day you receive this Policy to check that the Policy and benefits meet your needs. This is known as the Cooling Off Period. Within this Period you may cancel the Policy and receive the full refund of all premiums paid.

To cancel the Policy during the Cooling Off Period, please send us:

- Your written request to cancel the Policy; and
- The Policy document.

The Cooling Off Period ceases if a claim is made before the 14 day Cooling Off Period has expired.

## How to Make a Claim

Information on claims can be found under the section titled '**Conditions**' in the **Policy Wording**. Please read this carefully.

Claims need to be submitted with original supporting documentation such as doctor's reports, receipts, and where requested, additional Proof of Loss. Claims should be delivered to the address shown on the outside cover of this document. In the event of claims under some policy sections, an Elimination Period may apply.

Please refer to the **Policy Wording** for further details about the above.

## Code of Practice

AIG is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.



## Dispute Resolution

**We** welcome every opportunity to resolve any concerns you may have with **Our** products or service. You can register a complaint by telephoning **Us** on 1800 339 669, lodging **Your** complaint on **Our** website or by writing to:

The Compliance Manager  
AIG Australia Limited  
Level 12, 717 Bourke Street,  
Docklands VIC 3008

As soon as **we** receive **Your** complaint **We** will take all possible steps to resolve it. **You** will receive a written response to **Your** complaint within 15 working days, unless **We** agree on a longer time frame with **You**.

If **You** are not satisfied with our response to **Your** complaint, **You** may wish to have the matter reviewed by our Internal Dispute Resolution Committee (IDRC). The IDRC is comprised of senior management of the company who have the experience and authority to decide on matters brought to them. If **You** wish to have **Your** complaint reviewed by IDRC please telephone or write to the person who has signed the response letter to **Your** complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the IDRC in reviewing **Your** claim or enquiry.

**Your** complaint will then be treated as a dispute. **You** may also make a request for a review by the IDRC by contacting:

The Chairperson IDRC  
AIG Australia Limited  
Level 12, 717 Bourke Street,  
Docklands VIC 3008

A written response setting out the final decision of the IDRC and the reasons for this decision will be provided to **You** within 15 working days of the date **You** advise **Us** **You** wish to take **Your** complaint to the IDRC.

If **We** are unable to provide a written response setting out the final decision **We** will keep **You** informed of progress at least every 10 days. If **You** are not satisfied with the finding of the IDRC, or if **We** have been unable to resolve **Your** complaint within 45 calendar days, **You** may be able to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA can make decisions with which **We** are obliged to comply. Its contact details are:

Website: <http://www.afca.org.au>  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Tel: 1800 931 678 (local call fee applies)  
In writing to Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

**You** should note that use of AFCA does not preclude **You** from subsequently exercising any legal rights which **You** may have if **You** are still unhappy with the outcome. Before doing so however, **We** strongly recommend that **You** obtain independent legal advice.

If **Your** complaint does not fall within AFCA's rules, **We** will advise **You** to seek independent legal advice or give **You** information about any other external dispute resolution options (if any) that may be available to **You**.

## The Financial Claims Scheme

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies to the Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>.



## Privacy Notice

This notice sets out how AIG collects, uses and discloses personal information about:

- You, if an individual; and
- other individuals You provide information about.

Further information about Our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting Us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.

### How We collect Your personal information

AIG usually collects personal information from You or Your agents.

AIG may also collect personal information from:

- Our agents and service providers;
- other insurers;
- people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

### Why We collect Your personal information

AIG collects information necessary to:

- underwrite and administer Your insurance cover;
- maintain and improve customer service; and
- advise You of Our and other products and services that may interest You.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling Your insurance cover or reducing the level of cover, or declining claims.

### To whom We disclose Your personal information

In the course of underwriting and administering Your policy We may disclose Your information to:

- entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of Your policy;
- banks and financial institutions for policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to You; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which You have a claim and such other countries as may be notified in Our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

### Access to Your personal information

Our Privacy Policy contains information about how You may access and seek correction of personal information We hold about You. In summary, You may gain access to Your personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to Your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

### Complaints

Our Privacy Policy also contains information about how You may complain about a breach of the applicable privacy principles and how We will deal with such a complaint.

### Consent

Your application includes a consent that You and any other individuals You provide information about consent to the collection, use and disclosure of personal information as set out in this notice.



## Policy Wording

### Important Policy Matters

The **Insured** has made to AIG, hereinafter called **We, Our, or Us**, a written Application and Declaration which together with all statements made in writing by the Insured shall be the basis of this contract and be considered as incorporated herein.

In consideration of the payment of the Premium, and subject to the conditions, special provisions and memoranda contained herein endorsed hereon or attached hereto if during the Policy Period any of the Events referred to in The Schedule shall happen to an **Insured Person** (called throughout **You/Your/Yourself**) We will pay The Compensation specified in the Policy Schedule in the manner hereafter described.

### Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Exposure

If any of the Events listed in Sections 1 and/or 2 occurs as the result of unexpected exposure to the elements following an Injury, We will assume that You have sustained Injury as defined and will pay The Compensation specified for such Event.

### Disappearance

If Your body has not been found within one year after the date of the disappearance, sinking or wrecking of the conveyance in which You were travelling at such date, We will assume that You died as the result of Injury and will pay the Compensation specified under Event 1 Section 1 of this Policy.

### Definitions

1. **We/Our/Us/Insurer** means AIG Australia Limited (AIG), ABN 93 004 727 753, AFSL 381686
2. **You/Your** means the Insured specified in the Policy Schedule and is the policyholder.
3. **Injury** means an Injury specified in the Table of Events which occurs fortuitously to You during the Policy Period and whilst You are Insured under this Policy as a result of Your direct travel to or from Your normal place of residence to or from Your place of employment but does not include an Injury that is caused by or results from a sickness or disease.
4. **Policy Period** means the period specified in the Policy Schedule attached hereto, or any subsequent period in respect of which the Insured shall have paid and We shall have accepted the Premium required for the renewal of this Policy as provided in Condition 5 hereof.





5. **Total Disablement** means when, as a result of Injury, You are wholly and continuously prevented from engaging in Your usual occupation and not engaged in any other occupation and under the regular care of and acting in accordance with the instructions of a legally qualified medical practitioner other than Yourself, We will pay commencing immediately following the Elimination Period The Compensation stated in the Policy Schedule.
6. **Partial Disablement** means disablement which prevents You from carrying out a substantial part of the normal duties of Your usual business or occupation.
7. **Income** means
  - (a) as regards to a salaried Insured Person, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
  - (b) as regards to a T.E.C. (i.e. total employee cost) or Income package Insured Person, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or Income, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
  - (c) as regards to a self-employed Insured Person, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income; all derived during the 12 calendar month period immediately preceding the Injury giving rise to the claim under this Policy
8. **Elimination Period** as specified in the Policy Schedule means the first period of Total or Partial Disablement commencing with the first day thereof and is the period for which no Compensation is payable.
9. **Permanent** means lasting twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.
10. **Permanent Total Disablement** means Total Disablement which has continued for twelve (12) calendar months from the date of Injury which caused Your Total Disablement and at that time is certified by a duly qualified medical practitioner as being beyond hope of improvement and entirely preventing You forever from engaging in any business, profession, occupation or employment for which You are reasonably qualified by training, education or experience.
11. **Temporary Partial Disablement** means that as a result of Injury or Sickness the Insured Person is wholly and continuously prevented from engaging in more than 50% of the duties of his or her usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the Insured Person or a family member.
12. **Temporary Total Disablement** means that as a result of Injury or Sickness the Insured Person is wholly and continuously prevented from engaging in his or her usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the Insured Person or a family member.
13. **Limb** means a hand at or above the wrist or a foot at or above the ankle.
14. **Fingers Or Toes** means the digits of a hand or foot.
15. **Total Loss** means the Permanent and total physical loss of the body part referenced in the Table of Events. Where that body part is a Limb, Hand, Foot, Finger or Toe, Total Loss means the Permanent and total physical loss or loss of use of that body part referenced in the Table of Events, or for an eye entire and irrecoverable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in that ear or speech entire and irrecoverable loss of speech.
16. **Paraplegia** means Permanent and entire paralysis of both legs and part or whole of the lower half of the body.
17. **Quadriplegia** means Permanent and entire paralysis of both legs and both arms.
18. **Insured Persons** means all Directors, Officers, Contractors, Sub-Contractors and Employees of the Insured who following an Injury would be entitled to receive Compensation or Benefits under any Workers' Compensation Act or Motor Vehicle Act but for restrictions contained in the legislation pertaining to travel to and from the Insured Person's place of residence or work.
19. **War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
20. **Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts.  
  
Terrorism shall also include any act which is verified or recognized by the (relevant) Government as an act of terrorism.
21. **Insured person** means any person(s) who come within the description of the insured persons appearing in the Policy Schedule, who are nominated by you from time to time for insurance under this Policy and with respect to whom premium has been paid or agreed to be paid.



## Conditions

### 1. Complying With Policy Conditions

The due observance and fulfillment of the Terms of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or by You and the truth of the statements and answers in the said Application, if any, and any Applications and medical evidence required from You in connection with this Insurance shall be conditions precedent to Our liability to make any payment under this Policy.

### 2. Effective Date Of Individual Insurance

The insurance of any Insured Person shall become effective on the latest of the following dates:

- (a) on the commencing date of the First Period of Insurance set out in the Policy Schedule;
- (b) on the date You become eligible for insurance hereunder;
- (c) where required in terms described in the Policy Schedule, the date of Our acceptance of Your written Proposal;

provided always that if You are not regularly performing all the usual duties of Your occupation or are not fit to do so on the date Your Insurance would otherwise become effective then such Insurance shall only take effect on the date of return to the regular performance of all Your usual duties when You are certified fit to do so.

### 3. Individual Terminations

The Insurance of any Insured Person shall immediately terminate on the earliest of the following dates:

- (a) on the date this Policy is terminated;
- (b) on the date You leave or are dismissed from the employment of the Insured or are retired or pensioned;
- (c) as of the premium due date if the Insured fails to pay the required premium except as the result of inadvertent error; or
- (d) on the date You cease to be eligible for insurance hereunder.

### 4. Fraud

Any fraud, mis-statement or concealment by the Insured and/or You either in the Application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim thereunder may give Us the rights provided for in the Insurance Contracts Act, including the right to refuse payment of any claim or to avoid the Contract.

### 5. Policy Renewal

This Policy may be renewed with Our consent from term to term, by payment of the Premium in advance at Our premium rate in force at the time of renewal.

### 6. Cancellation

This Policy may be terminated:

- (a) at any time at the request of the Insured in which case We will retain Our short period rate for the time the Policy has been in force;
- (b) by Us in accordance with the provisions of Section 60 of the Insurance Contracts Act 1984.

### 7. Claims Procedure

- (a) Written notice must be given to Us at any of Our offices in Australia within thirty days after the occurrence of any Event in respect of which a claim has arisen or may arise.
- (b) All certificates and evidence required by Us shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as We shall prescribe.
- (c) You shall as often as reasonably required submit to medical examination on Our behalf and at Our expense.
- (d) We shall in the case of Your death be entitled to have a post-mortem examination at Our expense.



#### 8. Report Of Claim Forms

We will, upon receipt of a Notice of Claim furnish to the claimant such forms as are usually furnished by Us for filing Proof of Loss. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in the Policy for filing Proof of Loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

#### 9. Proof Of Loss

Written Proof of Loss must be furnished to Us at Our said Office (except as provided above) in case of claim for loss within ninety days after the date of such loss. Failure to furnish such Proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as is reasonably possible and in no event except in the absence of legal capacity, later than one year from the time proof is otherwise required.

#### 10. Time Of The Payment Of Claim

Compensation payable under this Policy will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued compensation for loss for which this Policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

#### 11. Legal Actions

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written Proof of Loss is required to be furnished.

#### 12. Subrogation

In the event of any payment under this Policy, We shall be subrogated to all the Insured/Insured Person's rights of recovery thereof against any person or organisation and the Insured/Insured Person shall execute and deliver instructions and papers and do whatever else is necessary to secure such and enable enforcement of such rights. The Insured/Insured Person shall take no action to prejudice such rights.

#### 13. Tax Or Imposts

Where the Company is, or believes it will become, liable for any tax or other imposts levied by any Commonwealth or State Government, authority or body in connection with this Policy, the Company may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under this Policy in the manner and to the extent the Company determines to be appropriate to take account of the tax or impost.

## General Exclusions Applicable To All Sections Of This Policy

This Policy shall not apply to any Event directly or indirectly arising out of:

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
2. Deliberately self-inflicted injury.
3. You being under the influence of intoxicating liquor or having a blood alcohol content over the prescribed legal limit or being under the influence of any drug other than a drug taken or administered by, or in accordance with the advice of a legally qualified medical practitioner.
4. (a) You being a Pilot or Crew Member of any aircraft.  
(b) You engaging in any aerial activity except as a passenger in any properly licensed aircraft.
5. Sexually transmitted disease, or Acquired Immune Deficiency syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection.
6. Any Injury that is sustained during, or after, any substantial interruption of, or substantial deviation from the journey, made for any reason unconnected with Your employment or with Your attendance at any trade, technical, or other training school.

In addition to the above General Exclusions

7. The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



## Special Provisions

1. Compensation shall not be payable under this Policy in respect of any Injury for which You have received treatment or advice for treatment prior to becoming insured hereunder.
2. The Compensation payable under Event 1 in Section 1 shall be payable to the Insured; any other Compensation payable under the Policy shall be payable to You.
3.
  - (a) Compensation shall not be payable for more than one of the Events listed in Section 1 in respect of the same Injury.
  - (b) Any Compensation payable for Events 2 - 18 listed in Section 1 shall be reduced by any Compensation already paid under Events 19 and/or 20 in Section 2 in respect of the same Injury.
  - (c) Should You sustain Injury which results in any one of Events 2 to 8 described in Section 1 there shall be no further liability under the Policy for Injury sustained thereafter.

provided always that if You become entitled to Compensation under any one of the Events listed in Section 1 (other than Event 1) You may elect to receive Compensation either under that Event or under Events listed in Section 2.

### 4. Weekly Benefits Limitation

For each Insured Person the Compensation payable under Section 2 / Event 19 (Temporary Total Disablement) is limited to the amount stated in the Policy Schedule or 100% of the Insured Person's weekly Income, whichever is the lesser.

If You are entitled to receive:

- (a) weekly or periodical disability benefits under any other policy of insurance; and/or
- (b) weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body having similar effect; and/or
- (c) earned income from any other occupation;

then Compensation payable under Section 2 / Event 19 (Temporary Total Disablement) will be reduced by the amount necessary to limit the total of all payments and/or Compensation to 100% of his or her weekly Income or the limit stated in the Policy Schedule, whichever is the lesser

5. If You or the Insured Person has lodged a weekly income benefit claim in Western Australia under any Workers' Compensation Act or Motor Vehicle Act or other Statutory Body having a similar effect and are awaiting determination of the claim, We shall commence payment of the Compensation effective from the date of the Injury less any applicable Elimination Period, subject to the terms and conditions of the Policy.

When the Insured Person who is the subject of the weekly income benefit Injury claim receives compensation for loss of income under the relevant Workers' Compensation Act or Motor Vehicle Act or other Statutory Body having a similar effect, You or the Insured Person must reimburse to Us any difference between the amount of Weekly Injury Benefit Actually paid by Us, and the amount of Weekly Injury Benefit We would have paid had the Insured Person been in receipt of such compensation during payment of the claim.

6. **Recurrence Of Temporary Total Disablement Or Temporary Partial Disablement (Weekly Benefits)** If an Insured Person receives Compensation under Section 2 – (Weekly Benefits) and while this Policy is in force suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related causes within 6 consecutive months of his or her return to his or her occupation on a full time basis, We will consider such Disablement to be a continuation of the prior claim period

The period of recurring Disablement will be aggregated with the prior claim period and will not be subject to a new Elimination Period.

### 7. Aggregate Limit Of Liability

- (a) Our total liability for all claims arising during any one Policy Period will not exceed the amount shown in the Policy Schedule.
- (b) Our total liability for all claims arising under this Policy during any one Policy Period relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes will not exceed the amount shown in the Policy Schedule.



## TABLE OF EVENTS

### SECTION 1 – CAPITAL BENEFITS (Each Insured Person)

THE EVENTS	THE COMPENSATION
Injury as defined, resulting in:	
1. Death *	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all limbs	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye	100%
6. Permanent Total Loss of use of two limbs	100%
7. Permanent Total Loss of use of one limb	100%
8. Permanent Total Loss of the lens of both eyes	100%
9. Permanent Total Loss of the lens of one eye	50%
10. Permanent Total Loss of hearing in	
(a) both ears	75%
(b) one ear	25%
11. Third degree burns and /or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body	50%
12. Permanent Total Loss of use of four fingers and thumb of either hand	70%
13. Permanent Total Loss of use of four fingers of either hand	40%
14. Permanent Total Loss of use of one thumb of either hand	
(a) both joints	30%
(b) one joint	15%
15. Permanent Total Loss of use of fingers of either hand	
(a) three joints	10%
(b) two joints	7%
(c) one joint	5%
16. Permanent Total Loss of use of toes of either foot	
(a) all - one foot	15%
(b) great - both joints	5%
(c) great - one joint	3%
(d) other than great, each toe	1%
17. Fractured leg or kneecap with established non-union	10%
18. Shortening of leg by at least 5cm	7%

\* Compensation under Event 1 is payable to the Insured not the Insured Person.

### SECTION 2 – WEEKLY INJURY BENEFIT

THE EVENTS	THE COMPENSATION
Injury as defined, resulting in:	
19. Temporary Total Disablement	During such Disablement the amount per week specified in the Policy Schedule or Income as defined, whichever is the lesser
20. Temporary Partial Disablement	During such Disablement, 25 per cent of Event 19 per week.

**Head Office**

**Sydney**

Level 19, 2 Park Street Sydney NSW 2000  
GPO Box 9933 Sydney NSW 2001

**Melbourne**

GPO Box 9933 Melbourne VIC 3001

**Brisbane**

GPO Box 9933 Brisbane QLD 4001

**Perth**

GPO Box 9933 Perth WA 6848

**Australia wide**

T 1300 030 886  
F 1300 634 940

**International**

T +61 3 9522 4000  
F +61 3 9522 4645

[www.aig.com.au](http://www.aig.com.au)



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