



Public Service Association NSW Members Personal Accident Insurance Policy

COMBINED PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

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Chartis Australia Insurance Limited (Chartis), ABN 93 004 727 753, AFSL 381686

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

Date prepared: 1 March 2011
SO PDS JM 09/01421.1

POLICY WORDING

POLICY CONDITIONS

The Insured Person(s) specified in the Application Form/Policy Schedule are insured against Injury as shown in the Policy Schedule on the following terms.

AGREEMENT

All cover is subject to You paying or agreeing to pay the premium We require, and is subject to all the Terms, Conditions, Provisos and Exclusions of this Policy including the Policy Schedules.

YOUR DUTY OF DISCLOSURE

What You must tell Us

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 answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy, and on what terms.

Who needs to tell Us

It is important that You understand You are answering Our questions in this way for Yourself and anyone else whom You want to be covered by the Policy.

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 a Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having worked.

DEFINITIONS

1. **We/Our/Us** means Chartis Australia Insurance Limited (Chartis), ABN 93 004 727 753, AFSL 381686.
2. **You/Your/Yourself** means the Insured named in the Policy Schedule.
3. **Injury** means a bodily injury to an Insured Person resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except to sickness or disease directly resulting from medical or surgical treatment rendered necessary by an Injury or to infection directly resulting from an Injury, provided that in each case the Injury itself is covered by this Policy; or to accidental food poisoning), provided the Injury:
 - (a) occurs on or after the Insured Person's Effective Date of Individual Insurance; and
 - (b) results in any of the Events specified in the Table of Events within twelve (12) calendar months from the date of such Injury.
4. **Permanent** means lasting twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.
5. **Permanent Total Disablement** means total disablement which continues for twelve (12) consecutive months and at that time is certified by a registered and legally qualified medical practitioner (other than You or the Insured Person or a member of the Insured Persons immediate family) as being beyond hope of improvement and entirely preventing the Insured Person from forever engaging in any business, profession, occupation or employment for which he or she is reasonably qualified by training, education or experience.
6. **Paraplegia** means Permanent and entire paralysis of both legs and part or whole of the lower half of the body.
7. **Quadriplegia** means Permanent and entire paralysis of both legs and both arms.
8. **Total Loss** means, in relation to:
 - a) an insured body part, the physical severance or entire loss of the use thereof;

- b) an eye, the entire and irrecoverable loss of all sight in the eye;
 - c) hearing, the entire and irrecoverable loss of hearing.
 - d) speech, the entire and irrecoverable loss of speech
9. **Bed Care Patient** means the Insured Person is confined in a bed under the regular daily attendance and care of a professional carer (not a family member) directly resulting from a covered Injury and certified as necessary by a legally qualified medical practitioner. This does not include confinement in any of the following institutions in which the Insured Person resides at the time of the Injury giving rise to the claim – nursing or convalescent home, a geriatric ward, a mental institution, a rehabilitation or extended care facility for the elderly.
10. **Policy Period** means the period shown in the Policy Schedule or subsequent Renewal Notice issued by Us.
11. **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.
12. **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.

EXCLUSIONS

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

- 1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- 2. The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
- 3. Any loss arising out of any Terrorist Act.
- 4. The Insured Person engaging in any aerial activity, except as a passenger and not as a pilot or crewmember in any aircraft licensed to carry passengers.
- 5. Sickness, disease or any kind of infection however contracted, even if through Injury. This exclusion however, does not apply to sickness or disease directly resulting from medical or surgical treatment rendered necessary by an Injury or to infection directly resulting from an Injury, provided that in each case the Injury itself is covered by this Policy; or to accidental food poisoning.
- 6. An Insured Persons or any persons Intentional self-injury, suicide, or criminal or illegal act of the Insured Person who is the subject of the claim.
- 7. Pregnancy, childbirth or miscarriage.
- 8. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection. This Exclusion does not apply to Accidental H.I.V. Infection as described under Special Provisions – Additional Benefits 5. Accidental H.I.V. Infection Benefit.
- 9. Training for or participating as a professional in any sport.
- 10. Racing in or on any motor powered device.
- 11. Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.

EXPOSURE

If an Insured Person suffers an Event as a direct result of exposure to the elements, We will pay the Compensation shown for that Event.

DISAPPEARANCE

If an Insured Person disappears and after twelve (12) calendar months it is reasonable for Us to believe they have died due to an insured Injury, We will pay the Compensation shown for Event 1. (Death) subject to receipt of a signed undertaking by You that any such Compensation shall be refunded if it is later demonstrated that the Insured Person did not die as a result of an Injury.

SPECIAL PROVISIONS

1. Compensation payable under Event 1. (Death) is payable to You. All other Compensation is payable to the Insured Person.
2. In respect to Section A – Capital Benefits:
 - (a) In the event of multiple Injuries sustained in the same accident, only the Event insured for the highest amount will be compensated.
 - (b) If an Insured Person suffers an Injury resulting in any one of the Events 2 to 4 We will not be liable under this Policy for any subsequent Injury to that Insured Person.
3. Compensation is not payable:
 - (a) For longer than the Aggregate Period shown in the Policy Schedule in respect of Section B – Event 14, any one Injury.
 - (b) Unless as soon as possible after the happening of any Injury giving or likely to give rise to a claim, the Insured Person obtains and follows proper medical advice from a registered and legally qualified medical practitioner who is not the Insured Person or a member of the Insured Persons immediate family.
4. Aggregate Limit Of Liability
 - (a) Except as provided under 4.(b), Our total liability for all claims arising during any one Policy Period will not exceed the amount shown in the Policy Schedule. This includes any liability provided under the sub limit in 4(b) below.
 - (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.
5. Age Limits

We will not be liable for any Event that happens to an Insured Person unless at the date of the Event they are over the age of 18 and under 65 in respect of a Spouse and for Dependant Children over six (6) months of age and under nineteen (19) years of age; or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning.

CONDITIONS

1. Cover

This Policy provides the Insured Person(s) with insurance cover under those Sections of the Policy selected by You and/or the Insured Person in Your and/or the Insured Person's Application Form for this insurance. The selected cover is shown in the Policy Schedule.

2. Effective Date Of Individual Insurance

The insurance of any Insured Person (as specified in the Policy Schedule) will become effective on the latest of the following dates:

- (a) on the commencing date of the Policy Period set out in the Policy Schedule;
- (b) on the date such Insured Person becomes eligible for insurance hereunder;
- (c) where an Application Form is required by Us, on the date of Our acceptance of the Insured Person's written Application Form;

provided always that if such Insured Person is not regularly performing all the usual duties of his or her occupation or is not fit to do so on the date his or her Application Form for insurance would otherwise become effective, then this insurance will only take effect on the date of return to the regular performance of all of his or her usual duties or when he or she is certified fit to do so.

3. Effective Date of Individual Terminations

The insurance of any Insured Person will immediately terminate on the earliest of the following dates:

- (a) on the date this Policy is terminated;
- (b) on the date You advise Us that the Insured Person be deleted as an Insured Person;
- (c) on the date that an Insured Person is no longer a financial member of the Public Service Association NSW ;
- (d) on the premium due date if You fail to pay the required premium except as the result of inadvertent error;
- (e) on the date such Insured Person ceases to be eligible for insurance hereunder.

4. Cancellation

- (a) You may cancel this Policy at any time by giving Us written notice of cancellation
- (b) We may cancel the Policy at any time in accordance with Sections 59 & 60 of the Insurance Contracts Act 1984, in which case We will refund the proportion of the premium for the unexpired Policy Period.

5. Claims Procedure

- (a) Written notice of claim must be given to Us at any of Our offices in Australia within thirty (30) 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 Person/You for any claimant hereunder and shall be in such form and of such nature as We shall prescribe.
- (c) We may have the Insured Person medically examined at Our expense when and as often as We may reasonably require after a claim has been made, or in the Event of the Insured Person's Death arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.

6. 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.

7. Australian Law

This Policy is governed by the laws of the Australian State or Territory in which it was issued in and any dispute or action in connection therewith shall be conducted and determined in Australia.

8. **Fraud and Misstatement**

Any fraud, misstatement or concealment by the Insured Person 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 there under may give Us certain rights provided for in the Insurance Contracts Act 1984, including the right to reduce or refuse payment of any claim, cancel or avoid the Policy.

9. **Tax Or Imposts**

Where We are, or believe We will become liable for any tax or other impost levied by any Commonwealth or State Government, authority or body in connection with this Policy, We 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 that We determine to be appropriate to take account of the tax or impost.

10. **Proof Of Loss**

After We receive notice of a claim We will provide the Insured Person or You with Our usual claim forms for completion. The claim forms must be properly completed and all evidence required by Us shall be furnished in a timely manner at the expense of the Insured Person or You and be in such form and of such nature as We may require.

11. **Currency**

All amounts shown in this Policy are in Australian currency (AUD). If expenses or losses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian currency (AUD) will be the rate at the time of incurring the expense or suffering the loss.

12. **Assignability**

This Policy and any rights there under shall not be assignable without Our agreement and prior written consent.

13. **Subrogation Clause**

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

14. **Privacy**

Chartis is bound by the National Privacy Principles that apply to any personal information collected by Chartis.

Purpose of Collection

Chartis collects information necessary to underwrite and administer Your insurance cover, to maintain and to improve customer service and to advise You of Our products. You have a duty under the Insurance Contracts Act to disclose certain information. Failure to comply with Your duty of disclosure or to provide certain information may result in Chartis either declining cover, cancelling Your insurance cover or reducing the level of cover.

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

- i. the entity to which Chartis is related (whether in Australia or overseas), contractors or third party providers providing services related to the administration of Your policy.
- ii. banks and financial institutions for the purpose of processing Your application and obtaining policy payments.
- iii. assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim.
- iv. Our assistance provider who will record all calls to the assistance service provided under Your policy for quality assurance training and verification purposes.
- v. other third parties, including mailing houses and marketing companies, to enable Us to advise You of Our insurance products and services.

In some circumstances Chartis is entitled to disclose Your personal information to third parties without Your authorisation such as law enforcement agencies or government authorities.

Access to Your information

You may gain access to Your personal information by submitting a written request to Chartis.

In some circumstances, Chartis may not permit access to Your personal information. Circumstances where access may be denied include where it would compromise the privacy of other individuals, or where it would be unlawful.

Complaints

Chartis has also established an internal dispute resolution process for handling customer complaints.

If You feel You have a complaint about Chartis' compliance with the National Privacy Principles, require assistance in lodging a privacy complaint or You wish to gain access to the information, You may write to The Privacy Manager, Chartis, Level 12, 717 Bourke Street, Docklands VIC 3008 or e-mail australia.privacy.manager@chartisinsurance.com.

Your complaint will be reviewed and You will be provided with a written response. If it cannot be resolved, Your complaint will be referred to Chartis' Internal Disputes Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint.

Should Your complaint not be resolved by Chartis' internal dispute resolution process, You may apply to the Privacy Commissioner for review of the determination.

Consent Acknowledgment

By providing Your personal information to enable completion of the application of insurance (including any associated form) and paying the premium, You consent to the use and disclosure of Your personal information stated in the privacy statement above. If You do not wish Us to use Your personal information to keep You informed of Our insurance products and services please contact Us and let Us know

Code of Practice

Chartis 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 are committed to handling any complaints about our products or services efficiently and fairly.

If You have a complaint:

1. Contact Us on Our dedicated complaints line – 1800 339 669.
2. If Your complaint is not satisfactorily resolved You may request that the matter be reviewed by management by writing to:

The Compliance Manager
Chartis
Level 12, 717 Bourke Street, Docklands
VICTORIA 3008
3. If You are still unhappy, You may request that the matter be reviewed by Our Internal Dispute Resolution Committee ("Committee"). We will respond to You with the Committee's findings within

15 working days.

4. If You are not satisfied with the finding of the Committee, You may be able to take Your matter to an independent dispute resolution body, Financial Ombudsman Service (FOS). This external dispute resolution body can make decisions with which Chartis are obliged to comply.

Contact details are:

Financial Ombudsman Service
Phone: 1300 78 08 08 (local call fee applies)
Email: info@fos.org.au

Internet: <http://www.fos.org.au>

GPO Box 3, Melbourne, VIC 3001

TABLE OF EVENTS

SECTION A - CAPITAL BENEFITS – \$60,000

THE EVENTS

THE COMPENSATION EACH INSURED PERSON

Injury, as defined, resulting in:

1	Death	50%
2	Permanent Paraplegia	100%
3	Permanent Quadriplegia	100%
4	Permanent Total Disablement	50%
5	Permanent Total Loss of use of both hands or both feet	50%
6	Permanent Total Loss of sight of both eyes	50%
7	Permanent Total Loss of hearing	
	(a) both ears	38%
	(b) one ear	10%
8	Permanent Total Loss of speech	38%
9	Permanent Total Loss of use of one hand or one foot	25%
10	Permanent Total Loss of sight of one eye	25%
11	Permanent Total Loss of use of a thumb and one finger	8%
12	Permanent Total Loss of use of a thumb, either hand	5%
13	Permanent Total Loss of use of one or more fingers	2.5%

SECTION B – ADDITIONAL BENEFITS

Injury, as defined, resulting in:

14	Bed Care Patient, as defined, for not less than twenty-four (24) consecutive hours.	\$50 per day
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Aggregate Period is up to one hundred and four (104) weeks

