



# **SPORTS GROUP PERSONAL ACCIDENT INSURANCE**

## **Product Disclosure Statement & Policy Wording**

SUAGPA.0323

Effective Date 15 March 2023

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## Important Information

### Introduction

This Product Disclosure Statement ('PDS') contains important information about this insurance to assist in the making of a decision in relation to it.

The PDS also sets out the significant features, benefits and risks associated with this Policy. You still need to read the Policy Wording for a full description of the terms, conditions, exclusions and limitations.

The Definitions found in the Policy Wording apply to this PDS and for the purpose of this PDS 'you' means where applicable the Insured and/or other persons covered under the Policy.

This PDS was prepared on 24 February 2023.

### The Insurer

This Policy is underwritten and issued by Pacific International Insurance Pty Limited (ABN 83 169 311 193, AFSL No. 523921) (Pacific) PO BOX 550, Kotara, NSW 2289.

### Sports Underwriting Australia

Sports Underwriting Australia Pty Ltd (ABN 53 119 852 096, AFSL No. 302484) ('Sports Underwriting Australia') acts under a binding authority provided by the Insurer, Pacific International Insurance Pty Limited (Pacific) to administer and issue policies, alterations, and renewals on their behalf. In all aspects of arranging this Policy, Sports Underwriting Australia acts as an agent of Pacific and not as agent for you.

Sports Underwriting Australia's contact details are:

Office: 46 Kilby Road, Kew East, VIC 3102

Mail: PO Box 288, Kew East, VIC 3102

Phone: 03 8862 2600

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

#### Important information about Sports Underwriting Australia's advice

Any advice Sports Underwriting Australia gives about this policy is General Advice only. General Advice is advice that has been prepared without considering your individual objectives, financial situation or needs. For this reason, before you act on this General Advice, you should consider the appropriateness of the General Advice having regard to your individual objectives, financial situation and needs.

Before you make any decisions about whether to acquire this Policy, Sports Underwriting Australia recommends you read this document.

### Our contract with the Insured

This Policy is a contract of insurance between the Insured and us and contains all the details of the cover that we provide.

The Policy consists of:

- the Schedule;
- this PDS and Policy Wording;
- any proposal or application completed by the Insured;
- any endorsement or document we tell you forms part of the Policy which may vary or modify the above documents.

These documents should be read together as they jointly form the contract of insurance between the Insured and us.

### Group Insurance Policy

An Insured Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984* (Cth). Insured Persons are not a contracting insured and do not enter into any agreement with us.

An Insured Person's access to cover:

- a. begins from the time the relevant person meets the criteria specified in the Policy and becomes insured; and
- b. ends at the earliest of the following events:
  - when the relevant person no longer meets the criteria specified in the Policy to be insured; or
  - at the end of the Period of Insurance; or
  - when the Policy is cancelled by us or the Insured;

If an Insured Person makes a claim under the Policy, then such person will have the same obligations to us as if they were the Insured and we will have the same rights against them as we would have against the Insured.

The Insured must ensure that a copy of this PDS is made available to each Insured Person.

### Duty of Disclosure

If you are not a natural person, 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 to the extent we have been prejudiced by your failure, 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.

#### **Who needs to tell us**

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

#### **For Individuals**

If you are a natural person, a different duty of disclosure to the one set out above applies to you. Please contact your intermediary so that you can be informed of the duty of disclosure that applies to you.

## **The Cost of the Policy & Paying for the Insurance**

### **Premium**

All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of this Policy.

The Premium payable by you will be specified in your Schedule. The Premium is calculated taking into consideration a number of risk factors including the number of insured persons, type of sporting activity, the Excess chosen, the Sums Insured and/or Limit of Liability and your previous insurance history.

Premiums are subject to government charges, taxes and levies where applicable. They can include GST, stamp duty, and any other charges.

### **Non-Payment of Premium**

If the Insured fails to pay the Premium within the period of time stipulated in the quotation or within 90 days of inception of the policy, whichever occurs first, ("the due date") or if the payment method is dishonoured and therefore we have not received the payment by the due date, we will have the right to cancel the Policy. Unless we tell the Insured, any payment reminder we send does not change the expiry of the cover or the due date of the Premium.

### **Other costs, fees and charges**

Other costs, fees and charges which may be applicable to the purchase of this Policy include:

**Commission:** Sports Underwriting Australia may receive a commission payment from us when the Policy is issued, varied or renewed. For details of the relevant commission paid, please refer to the Financial Services Guide or contact Sports Underwriting Australia directly.

**Agency Fee:** An agency fee may be charged by Sports Underwriting Australia for administration and compliance costs associated with Sports Underwriting Australia's role in the distribution of this product. This agency fee is in addition to the Premium and is noted separately in the Policy Schedule issued. The agency fee is not refundable in the event of cancellation unless the Policy is cancelled within the cooling-off period or is a full-term cancellation. For details of the Agency Fee payable, please refer to the Financial Services Guide or contact Sports Underwriting Australia directly.

## **Taxation Implications**

For the purposes of the below provisions for Taxation Implications, the use of:

- 'we', 'us', and 'our' includes Sports Underwriting Australia;
- 'you' and 'your' means the Insured and Insured Persons insofar as applicable).

The following taxation information is only a guide. Your individual circumstances will be important to and may affect the tax treatment of any Premiums you pay or benefits you receive. You should consult your tax adviser regarding your individual circumstances.

### **Income Tax**

Generally, if you receive weekly benefits as provided under the Policy, these benefits may be assessable to you and subject to tax at your marginal income tax rate. However, lump sum amounts that you receive are generally not taxable provided certain conditions are met.

Pay As You Go Withholding Taxes ('PAYGW') may be withheld from any payments to you deemed to be taxable income in your hands.

### **Goods and Services Tax**

Generally, you will not be required to pay Goods and Service Tax (GST) on any benefits you receive under your Policy. However, you must advise us if you are entitled to claim an input tax credit in relation to any GST payable on your Premium and the extent of that entitlement. If you do not provide this information to us, you may be liable to pay an amount of GST on benefits you receive.

If you are registered for GST, any payment we make may be reduced by the amount of any input tax credit you or another person are entitled to for those expenses.

## Cooling-off period

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If, after reading your Policy, you are not satisfied with the cover, you may cancel this policy within 14 days of receiving it and obtain a full refund less any non-refundable government charges and taxes that we have paid. You may notify us in writing or electronically.

If you make a claim for any incident within the 14-day period, you must pay your annual premium in full.

If your policy is for an event that will finish within the 14-day cooling off period, you can only exercise your right to cancel before the event starts.

## Receiving Your Policy Documents

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You will receive the Policy documents:

- electronically, including but not limited to email; or
- by post.

If the Insured tells Sports Underwriting Australia to send the Policy documents electronically, Sports Underwriting Australia will send them to the email address that the Insured has provided. This will continue until the Insured tells Sports Underwriting Australia otherwise or until Sports Underwriting Australia advises that this method is no longer suitable. Each electronic communication will be deemed to be received by the Insured twenty-four (24) hours after it leaves Sports Underwriting Australia's information system. If the Insured does not tell Sports Underwriting Australia to send the Policy documents electronically, the Policy documents will be sent to the mailing address that the Insured has provided.

The Insured is responsible for ensuring that the email and other contact details that Sports Underwriting Australia has are up to date. Please contact Sports Underwriting Australia to change any email or contact details.

## Updating the Policy

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We will not make any material change to the Policy after the start of the Period of Insurance. Where a change is made to the Policy, we will issue the Insured with new Policy documents or other compliant document. A paper copy of any updated information is available to the Insured at no cost by contacting Sports Underwriting Australia.

## Renewal Procedure

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Before this Policy expires, we will advise the Insured whether we intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

## How to Make a Claim

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The Insured must notify Sports Underwriting Australia as soon as reasonably possible but in any event no later than within thirty (30) days of an event that is likely to give rise to a claim. A failure to furnish us with notice within the time provided in the Policy will not invalidate any claim but we may reduce our liability under the Policy to the extent to which we have suffered any prejudice due to such failure.

Once we are notified of a claim the Insured will be provided with claim form(s). The Insured must fully complete and return the claim forms together with such other information and documentation that we require to consider the claim. This information can include health certificates, medical practitioners' reports, employer reports and related evidence of the claim.

You can notify an event and/or claim by sending notice to Sports Underwriting Australia:

Email: [claims@sportsunderwriting.com.au](mailto:claims@sportsunderwriting.com.au)

Mail: Claims Team, PO Box 288, Kew East, VIC 3102

## Privacy Statement

In this Privacy Statement the use of

- 'We', 'Us' and 'Our' means Pacific and Sports Underwriting Australia unless specified otherwise; and
- 'you' and 'your' means the Insured and Insured Persons.

We are committed to protecting your privacy. We are bound by the obligations of the *Privacy Act 1988* (Cth). This sets out basic standards relating to the collection, use, storage, and disclosure of personal information.

The primary purpose for Our collection, use, storage, and disclosure of your personal information is to enable Us to provide insurance services to you.

We need to collect, use and disclose your personal information (which may include sensitive information) to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all your personal information, but this may affect Our ability to provide the cover, administer the insurance or assess a claim.

We may disclose the personal information We collect to third parties who assist Us in providing the above services, such as related entities, distributors, agents, insurers, reinsurers, and service providers. Some of these third parties may be located outside of Australia, for example Barbados or the Republic of Ireland. In all instances where personal information may be disclosed to third parties who may be located overseas, We will take reasonable measures to ensure that the overseas recipient holds and uses your personal information in accordance with the consent provided by you and in accordance with Our obligations under the *Privacy Act 1988* (Cth).

Personal Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your insurance intermediary or co-insureds).

If you provide personal information for another person you represent to Us that:

- you have the authority from them to do so and it is as if they provided it to Us;
- you have made them aware that you will or may provide their personal information to Us, the types of third parties We may provide it to, the relevant purposes We and the third parties We disclose it to will use it for, and how they can access it. If it is sensitive information, We rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell Us before you provide the relevant information.

You are entitled to access your personal information and request correction if required.

By providing Us with your personal information, you consent to Our collection, use and disclosure, as outlined above and in accordance with Sports Underwriting Australia's Privacy Policy.

This consent remains valid unless you alter or revoke it by giving written notice to Sports Underwriting Australia's Privacy Officer. Should you wish to withdraw your consent, We may not be able to provide insurance services to you.

Sports Underwriting Australia's Privacy Policy sets out how:

- Sports Underwriting Australia protects your personal information;
- you may access your personal information;
- you may correct your personal information held by Us;
- you may complain about a breach of the *Privacy Act 1988* (Cth) or Australian Privacy Principles and how Sports Underwriting Australia will deal with such a complaint.

If you would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact Sports Underwriting Australia's Privacy Officer by:

Email: [privacy@sportsunderwriting.com.au](mailto:privacy@sportsunderwriting.com.au)

Phone: +61 3 8862 2600

Mail: PO Box 288, Kew East, VIC 3102

You can download a copy of Sports Underwriting Australia's Privacy Policy by visiting [www.sportsunderwriting.com.au](http://www.sportsunderwriting.com.au).

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## Complaints and Dispute Resolution Process

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Sports Underwriting Australia and Pacific are committed to meeting and exceeding our clients' reasonable expectations whenever possible and would like to know if your reasonable expectations haven't been met.

You are entitled to make a complaint about any aspect of your relationship with Sports Underwriting Australia including the conduct of our agents and authorised representatives. Sports Underwriting Australia will attempt in good faith to resolve any complaint/dispute in a fair, transparent and timely manner.

We aim to align with the General Insurance Code of Practice and comply with any relevant Australian Securities and Investments Commission (ASIC) guidelines.

Any complaint relating to this insurance should be referred to Sports Underwriting Australia in the first instance:

Email: [feedback@sportsunderwriting.com.au](mailto:feedback@sportsunderwriting.com.au)

Phone: +61 3 8862 2600

Mail: Complaints Officer, PO Box 288, Kew East, VIC 3102

If we do not make a decision within the period that we tell you we will respond, we will tell you about your right to lodge a complaint with an external dispute resolution scheme. If you are not happy with our response, you can refer your complaint to the Australian Financial Complaints Authority ('AFCA') subject to its rules. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its rules.

AFCA's contact details are:

Phone: 1800 931 678

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

Mail: Australian Financial Complaints Authority – GPO Box 3, Melbourne VIC 3001

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

If you require further information, you can access our Complaints and Dispute Resolution Process available on Sports Underwriting Australia's website at [www.sportsunderwriting.com.au](http://www.sportsunderwriting.com.au).

## Significant Features and Benefits of this Policy

The following is a summary of the major benefits of cover available under this Policy. Please refer to each section of cover in the Policy Wording for full details of coverage, applicable terms, conditions and exclusions. You are not automatically covered for all the sections of cover. Cover is only provided for the sections of cover which are agreed by us as specified on your Schedule as covered.

### What the Policy covers

The Policy provides certain Benefits to Insured Persons if they suffer an Accidental Injury during the Period of Insurance, within the Geographical Limit and during the Operative Time and this results in an Event listed in the Capital Benefit Schedule or their Temporary Total Disablement or Temporary Partial Disablement within twelve (12) months.

#### Section 1: Capital Benefits

Death and Disability Benefits are paid in accordance with the 'Capital Benefits Schedule'. You can review the Capital Benefits Schedule within the benefit section to see what Benefit is payable for what type of Event. The percentages represent a percentage of the total Capital Benefit which is specified on your Schedule.

#### Section 2: Weekly Benefits

The following table sets out a summary of the Weekly Benefits available for Temporary Total Disablement or Temporary Partial Disablement as a result of an Accidental Injury.

The maximum amount of Weekly Benefit, applicable Waiting Period and Benefit Period are specified on your Schedule.

<b>Loss of Earnings Weekly Benefit</b>	Up to 80% of the Insured Person's earnings, if the Insured Person is prevented from working in their Occupation
<b>Student Help Weekly Benefit</b>	Student help expenses if the Accidental Injury stops the Insured Person from going to their usual place of learning.

#### Section 3: Additional Benefits

The following table sets out a summary of the additional benefits available as a result of an Accidental Injury.

The maximum amount payable, any excess or Waiting Period and Benefit Period for each additional Benefit are specified on your Schedule.

<b>Funeral Expenses</b>	Up to the Benefit specified on the Schedule for Funeral Expenses.
<b>Home Help Expenses</b>	If an Insured Person is unable to carry out their usual and ordinary day to day domestic activities up to the amount specified on the Schedule to reimburse the cost of a recognised agency to provide these services.
<b>Modification Expenses</b>	In certain circumstances cover for costs necessarily incurred to modify an Insured Person's home and/or motor vehicle where they are prescribed by a Doctor as a result of their Accidental Injury
<b>Non Medicare Medical Expenses</b>	Reimbursement of a percentage of the Non-Medicare Medical Expenses incurred as a result of an Insured Persons Accidental Injury.
<b>Parents' inconvenience Allowance</b>	A daily allowance for reasonable costs incurred by the custodial parents of an Insured Person who is a full time student and whilst the Insured Person (their child) is admitted in hospital.



## What the Policy doesn't cover

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

We will not pay for any Accidental Injury directly or indirectly caused by an Insured Person:

- engaging in Professional Sport;
- engaging in criminal acts or criminal activity;
- engaging in drink driving;
- having a Pre-existing Medical Conditions;
- committing intentional self-injury or suicide.

We may also not pay a claim where applicable sanctions laws preclude us from providing coverage.

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

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

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

## Policy Wording

The **Policy** is a legal contract between the **Insured** and **us**. Subject to the terms, conditions and exclusions contained in this **Policy**, **we** will cover the **Insured Persons** against events described in this **Policy**, provided that:

- the **Insured** has paid or agreed to pay the **Premium** required for this insurance; and
- the section of cover has been agreed by **us** as specified on **your Schedule**.

This **Policy** has three sections of cover available.

There are also General Exclusions and General Conditions which apply to the **Policy** and all sections of cover. The **Insured** and **Insured Persons** must comply with all provisions of the **Policy**, otherwise **we** may be entitled to refuse to pay a claim, or reduce the amount paid.

## Words with Special Meanings

Words with special meanings will be seen throughout **your Policy** in bold lettering. Please refer to the following definitions for the meaning **we** give these words.

The singular includes the plural and vice versa, unless the context otherwise requires.

A reference to a person includes a body corporate, an unincorporated body or other entity.

Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

## General Definitions

The following definitions apply to all sections of the **Policy**:

**Accidental Death** means death occurring because of an **Accidental Injury** and includes **Disappearance**.

**Accidental Injury** means a physical bodily injury suffered as a result of an incident that happens unexpectedly and unintentionally during the **Period of Insurance**, which is not a sickness and may include a physical bodily injury caused by being directly and unavoidably exposed to the elements because of an accident.

**Act of Terrorism** includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

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

**Aggregate Limit of Liability** means **our** total liability for all claims arising from any one event involving more than one of **your Insured Persons** as specified on **your Schedule**.

**Benefit** means any benefit to which **your Insured Person** is entitled under this **Policy**.

**Benefit Period** means the maximum number of weeks **we** will pay weekly benefits following **Accidental Injury** as specified on **your Schedule** as the 'Benefit Period'.

**Civil War** means a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

**Disappearance** means when an **Insured Person** is travelling on a journey and:

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

**Doctor** means a person legally qualified and registered to practice medicine in Australia and who is a person other than the **Insured Person**, their relatives, business partners, shareholders, or employees. Chiropractors, physiotherapists, and alternative therapy providers are not regarded as a **Doctor**.

**Earnings** means:

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

**Geographical Limit** means Australia and New Zealand.

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

**Insured Person(s)** means:

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

**Maximum Age** means the maximum age applicable for an **Insured Person** as specified on **your Schedule**, and if not specified it shall be 65 years.

**Non-Medicare Medical Expenses** means expenses incurred by an **Insured Person** within twelve (12) calendar months of an **Accidental Injury** suffered by them, that are not subject to any full or partial Medicare rebate, for treatment of an **Accidental Injury** which is certified necessary by a **Doctor** of a registered private hospital, physiotherapist, chiropractor, osteopath, nurse, or similar provider of medical services. It does not mean dental treatment, unless such treatment is necessarily required, to **Teeth** other than dentures and is caused by an **Accidental Injury**.

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

**Operative Time** means whilst an **Insured Person** is:

- a. traveling to or from,
- b. staying away from their usual place of residence to attend; or
- c. participating or engaging in;
 

training sessions, competitions, games, performances, sporting events, or social functions promoted, arranged or sponsored by the **Insured** or administrative activities for the **Insured**.

**Period of Insurance** means the period shown on **your Schedule** against 'Period of Insurance' or such shorter time if the **Policy** is cancelled or **we** agree with the **Insured**.

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

**Policy** means:

- a. the **Schedule**;
- b. this PDS and Policy Wording;
- c. any **Proposal** or application completed by **you**;
- d. any endorsement or other document **we** tell **you** forms part of the **Policy** which may vary or modify the above documents.

**Pre-existing Medical Condition** means any illness, disease, syndrome, injury, disability, or other condition, including any symptoms:

- a. of which an **Insured Person** is aware or a reasonable person in the circumstance would be expected to have been aware; or
- b. for which an **Insured Person** has sought or received medical attention, undergone tests or taken prescribed medication;

prior to them being covered under this **Policy**. The medical conditions will remain a **Pre-Existing Medical Condition** until the expiry of twelve (12) months from cessation of any advice or recommended treatment by a **Doctor** and a **Doctor** considers the medical condition to have been fully recovered from.

**Premium** means Premium as shown on **your Policy Schedule** that is payable by the **Insured** in respect of this **Policy**.

**Proposal** means the form completed by the **Insured** giving answers, particulars, and statements in respect of the insurance required by **you**.

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

**Schedule** means the document issued by **us** which forms part of **your Policy** and shows **your** policy number, the **Premium**, the cover selected by **you**, and any special terms and conditions, provisions, limits, or endorsements.

**Teeth** means a sound and natural permanent tooth but does not include first or milk teeth, dentures, or implants.

**Temporary Partial Disablement** means that in the opinion of a **Doctor**, the **Insured Person** is temporarily unable to perform a substantial part of their **Occupation**, and while under the care of and acting in accordance with the instructions and/or advice of a **Doctor**.

**Temporary Total Disablement** means that in the opinion of a **Doctor**, the **Insured Person** is temporarily unable to perform their **Occupation**, and while under the care of and acting in accordance with the instructions and/or advice of a **Doctor**.

**Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction** means:

- a. the use of any explosive nuclear weapon or device; or
- b. the emission, discharge, dispersal, release or escape of:
  - i. fissile material emitting a level of radioactivity, or
  - ii. any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or
  - iii. any solid, liquid or gaseous chemical compound which, when suitably distributed;

which is capable of causing incapacitating disablement or death amongst people or animals.

**Waiting Period** means the period specified in **your Schedule** during which no benefits are payable by **us** in relation to Section 2 –Weekly Benefits.

**War** means a state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**Weekly Benefit** means the amount specified on **your Schedule** as the 'Weekly Benefit'.

**We, us, our, the Insurer** Pacific International Insurance Pty Limited acting through its agent Sports Underwriting Australia Pty Ltd.

**You** or **Your** means the **Insured**.

## Section 1: Capital Benefits

This section of the **Policy** only applies if **you** have selected it during the application process and cover for Section 1: Capital Benefits has been agreed by **us** as specified on **your Schedule**.

### What You are covered for

If during the **Period of Insurance**, within the **Geographical Limit** and during the **Operative Time**, an **Insured Person** suffers an **Accidental Injury** that directly results in one or more of the Events listed in the 'Capital Benefit Schedule' within twelve (12) months of the **Accidental Injury**, we will pay the **Insured Person** a lump sum amount calculated as the amount specified in **your Schedule** against 'Capital Benefits' multiplied by the corresponding benefit percentage for the 'Event'.

#### Capital Benefit Schedule

EVENT	BENEFIT
1. <b>Accidental Death</b> and <b>Permanent</b> total disablement	100%
<b>Insured Person</b> under 18 years	20%
2. <b>Accidental Death</b> of person under eighteen (18) years	20%
3. <b>Permanent paralysis</b> of all limbs	100%
4. <b>Permanent</b> loss of use of two limbs	100%
5. <b>Permanent</b> loss of use of one limb	60%
6. <b>Permanent</b> total loss of sight	100%
7. <b>Permanent</b> total loss of sight in a remaining eye	100%
8. <b>Permanent</b> total loss of sight or the lens in one eye	50%
9. <b>Permanent</b> total loss of hearing	75%
10. <b>Permanent</b> total loss of hearing in one ear	25%
11. <b>Permanent</b> total loss of liver	75%
12. <b>Permanent</b> total loss of two kidneys	75%
13. <b>Permanent</b> total loss of one kidney	35%
14. <b>Permanent</b> total loss of sexual function	45%
15. <b>Permanent</b> total loss of two testicles	40%
16. <b>Permanent</b> total loss of one testicle	7.5%
17. <b>Permanent</b> total loss of spleen	30%
18. <b>Permanent</b> disfigurement to 100% of the surface of the head and neck	50%
19. <b>Permanent</b> disfigurement to 100% of the surface of the remainder of the body	25%
20. <b>Permanent</b> total loss of use of a thumb and all fingers on one hand	50%
21. <b>Permanent</b> total loss of use of all the fingers on one hand	40%
22. <b>Permanent</b> total loss of use of a thumb	30%
23. <b>Permanent</b> total loss of use of one joint of a thumb	15%
24. <b>Permanent</b> total loss of use of a finger	10%

25. <b>Permanent</b> total loss of use of two joints of a finger	7.5%
26. <b>Permanent</b> total loss of use of one joint of a finger	5%
27. <b>Permanent</b> total loss of use of a foot	15%
28. <b>Permanent</b> total loss of use of a big toe	5%
29. <b>Permanent</b> total loss of use of one joint of a big toe	3%
30. <b>Permanent</b> total loss of use of each other toe	3%
31. Broken leg or kneecap that will not join	10%
32. Shortening of a leg by at least 5 centimetres	7.5%
33. Any <b>Permanent</b> disability or disfigurement that is not total or is not listed under Events 9 to 32 above we will pay such percentage of the lump sum amount as <b>we</b> in <b>our</b> discretion, having regard to the <b>Insured Person's</b> interests, shall determine, and being in <b>our</b> opinion not inconsistent with the benefits provided under Events 9 to 32.	

### Additional Conditions

- Where an **Accidental Injury** results in more than one (1) Event **we** will only pay for the Event with the highest benefit percentage up to the maximum limit as specified in **your Schedule**.
- We** will only pay a Benefit under Section 1 – Capital Benefits or Section 2 – Weekly Benefits, not both. If the **Insured Person** elects to receive a **Benefit** under this section **we** will deduct the amount of any **Benefit** already paid under Section 2 – Weekly Benefits.
- Cover will cease for the **Insured Person** when they become entitled to a benefit percentage of 80% or more.
- Where the **Accidental Death Benefit** is payable, we will pay the **Insured Person's** estate.
- Once the payment is made to the **Insured Person's** estate **our** liability for any other payment under this **Policy** is hereby discharged.
- Where the **Accidental Death Benefit** is payable because of **Disappearance**, **we** will only pay that benefit after the legal representatives of the **Insured Person's** estate have provided **us** a signed undertaking that the benefit will be repaid to **us** if, after **our** payment, it is found that they did not die because of an **Accidental Injury**.

## Section 2: Weekly Benefits

This section of the **Policy** only applies if **you** have selected it during the application process and cover for Section 2: Weekly Benefits has been agreed by **us** as specified on **your Schedule**.

### What You are covered for

We will only pay one (1) of the following **Benefits** in respect of an **Accidental Injury** during the **Period of Insurance**.

#### 2.1 Loss of Earnings Weekly Benefit

If during the **Period of Insurance**, within the **Geographical Limit** and during the **Operative Time**, an **Insured Person** suffers an **Accidental Injury** and:

- a. within twelve (12) months this directly results in **Temporary Total Disablement**;
- b. they are unable to perform the duties required by their **Occupation** as certified by their **Doctor**; and
- c. whilst they are under their **Doctor's** care, and acting in accordance with their **Doctor's** instructions and/or advice;

**we** will pay a maximum of 80% of the **Insured Person's Earnings**:

- i. after the **Waiting Period**;
- ii. up to the **Weekly Benefit**; and
- iii. up to the **Benefit Period** or when the **Insured Person** has attained the **Maximum Age**, whichever is the earlier.

The **Weekly Benefit** payable will be reduced by the amount of any other weekly benefits or periodic compensation benefits payable under:

- a. any compensatory damages, or workers' compensation or accident compensation scheme;
- b. the amount of any sick pay received or any disability entitlement; and
- c. any employment agreement, enterprise or collective bargaining agreement, or similar agreement or arrangement;

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

Where an **Insured Person** suffers **Temporary Partial Disablement** the **Weekly Benefit** will be reduced by the amount of current earnings whilst working in a reduced capacity including from a new occupation whether on a casual, temporary, part-time, or permanent basis.

#### 2.2 Student Help Weekly Benefit

If during the **Period of Insurance**, within the **Geographical Limit** and during the **Operative Time**, an **Insured Person** who is a full-time student suffers an **Accidental Injury** which results in **Temporary Total Disablement** or **Temporary Partial Disablement** which prevents them from attending their usual school, collage or other place of learning;

**we** will pay up to the **Weekly Benefit** specified in **your Schedule** for Student Help:

- i. after the **Waiting Period**;
- ii. up to the **Benefit Period**.

The **Weekly Benefit** payments will be made at the end of each four (4) week period.

**We** will:

- d. not pay until the **Insured Person** has seen a **Doctor** who certifies their **Temporary Total Disablement** or **Temporary Partial Disablement** prevents them from attending their place of learning;
- e. only pay for help that the **Insured Person** reasonably needs for their education;
- f. stop payments once the **Insured Person** can reasonably attend their usual place of learning.

#### 2.3 Home Help Weekly Benefit

If during the **Period of Insurance**, within the **Geographical Limit** and during the **Operative Time**, an **Insured Person** suffers an **Accidental Injury** which results in **Temporary Total Disablement** or **Temporary Partial Disablement** and is unable to carry out their usual and ordinary day to day domestic activities including cleaning, vacuuming, dusting, polishing, general tidying, washing up, laundry, ironing and other light household duties and the **Insured Person** incurs costs for these services to be completed by a provider, **we** will reimburse the **Insured Person** the reasonable and actual costs incurred, after the **Waiting Period**, up to the maximum amount, and for the maximum **Benefit Period**, specified on **your Schedule**.

Day to day domestic activities must be carried out by persons other than the **Insured Person's** spouse/partner, or relative, or persons permanently living with them, and must be certified by a **Doctor** as being necessary for their recovery.

## Additional Conditions

1. If the **Insured Person** suffers recurrence of temporary disablement due to the **Accidental Injury**:
  - a. for which the **Insured Person** has claimed a **Weekly Benefit** under this **Policy** or any other policy issued by **us**; and
  - b. the **Insured Person** first seeks medical assistance for that recurrence during the **Period of Insurance**; and
  - c. there has been a period of less than six (6) months between the **Insured Person's** return to work in their **Occupation** and the recurrence;

it will be treated as a continuation of the original claim.
2. **We** will only pay a Benefit under Section 1 – Capital Benefits or Section 2 – Weekly Benefits, not both. If the **Insured Person** elects to receive a **Benefit** under this section **we** will deduct the amount of any **Benefit** already paid under Section 1 – Capital Benefits.

## Section 3: Additional Benefits

This section of the **Policy** only applies if **you** have selected it during the application process and cover for each benefit under Section 3: Additional Benefits has been agreed by **us** as specified on **your Schedule**.

### What You are covered for

#### 3.1 Funeral Expenses

Where a **Benefit** is payable for **Accidental Death** under Section 1 – Capital Benefit, **we** will pay the legal representatives of the **Insured Person's** estate up to \$5,000 for reasonable expenses incurred for the **Insured Person's** funeral, burial or cremation or the cost of returning the **Insured Person's** body or ashes to a place nominated by the **Insured Person's** spouse/partner or the legal representatives of the **Insured Person's** estate.

#### 3.2 Modification Expenses

If an **Insured Person** is:

- a. insured for both Capital Benefit and Weekly Benefit; and
- b. entitled to 100% of the **Capital Benefit**;

**we** will pay up to an additional \$10,000 for costs necessarily incurred to

- i. modify the **Insured Person's** home and/or motor vehicle; or
- ii. relocate the **Insured Person** to a suitable home;

provided that the modifications and/or relocation are prescribed by a **Doctor**.

#### 3.3 Non-Medicare Medical Expenses

If during the **Period of Insurance**, within the **Geographical Limit** and during the **Operative Time**, an **Insured Person** suffers an **Accidental Injury** and incurs reasonable and necessary **Non-Medicare Medical Expenses**, **we** will reimburse the **Insured Person** 85%, after the excess, and up to the maximum amount, specified on **your Schedule**.

#### 3.4 Parents' Inconvenience Allowance

If during the **Period of Insurance**, within the **Geographical Limit** and during the **Operative Time**, an **Insured Person** who is a full-time student under the age of twenty-five (25) suffers an **Accidental Injury** which results in them being admitted to hospital;

**we** will pay the custodial parents of the **Insured Person** \$25 per day for non-medical expenses whilst the **Insured Person** is in hospital up to a maximum of sixty (60) continuous days.

**We** will only pay for a one (1) continuous period of hospital admittance.

No **Benefit** shall be payable under this section if there is a **Benefit** payable for Section 2 - Weekly Benefit.

## General Exclusions

The following exclusions apply to all sections of the Policy:

### 1. Insured's Act

We will not pay a **Benefit** if **you**, or someone else with **your** knowledge, deliberately caused any **Accidental Injury**.

### 2. Insured Person's Act

We will not pay a **Benefit** where the **Accidental Injury** is as a result of the **Insured Person's**:

- a. intentional, wilful or reckless act;
- b. intentional self-injury or suicide;
- c. criminal acts or criminal activity;
- d. breath or blood being in excess of the permitted percentage of alcohol level by law whilst driving a motor vehicle;
- e. engagement in or taking part in any:
  - i. **Professional Sport**;
  - ii. riot;
  - iii. naval, army, air force or any type of military service or operation;
  - iv. voluntary fire brigade activities or emergency services operations;
  - v. flying except as a fare-paying passenger on an airline with scheduled flights.

### 3. Insured Person Age

We will not pay a **Benefit** which when the **Insured Person** is under the age of 12 years or over the **Maximum Age**.

### 4. Pre-Existing Medical Condition

We will not pay a **Benefit** related to any **Pre-Existing Medical Condition** an **Insured Person** has.

### 5. Covered by other arrangements

We will not pay a **Benefit** where it is covered by:

- a. Medicare;
- b. any workers' compensation legislation;
- c. any transport accident legislation;
- d. any common law entitlement;
- e. any government sponsored fund, plan or medical benefit scheme; or
- f. any other insurance policy required to be effected by or under law.

### 6. Health Insurance

We will not pay a **Benefit** where would result in **us** contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of those Acts.

### 7. War, Terrorism, Biological or Chemical Materials and Nuclear Material

We will not pay a **Benefit** where it is a result of:

- a. an **Act of Terrorism**;
- b. **War, Civil War** or war like operations, civil or political unrest;
- c. direct or indirect use, existence or escape of nuclear weapons, materials or ionizing radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
- d. an **Insured Person** being directly or indirectly exposed to the **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction**.

### 8. Sanctions Limitation

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 Australia, the European Union or the United States of America.



## General Conditions

The following conditions apply to all sections of the **Policy**:

### Aggregate Limit of Liability

**Our** total liability for all claims under the **Policy** combined, arising from any one event involving more than one **Insured Person**, is the **Aggregate Limit of Liability** shown in the **Schedule** or \$2,000,000, whichever is the lesser.

If this amount is not enough to pay all claims in full, then **we** will reduce each **Benefit** payable proportionately.

### Alteration of Risk

**You** must as soon as possible notify **us** in writing of any alteration to the facts or circumstances relating to **your** activities and **Insured Persons**, that existed when **we** agreed to insure **you** under this **Policy** which substantially varies any of the material facts or circumstances existing at the commencement of each **Period of Insurance**. If **we** agree in writing to insure the altered risk, **you** must pay any reasonable additional **Premium** requested by **us**. If **we** do not agree to insure the altered risk, **we** will cancel the **Policy**. If **you** do not pay the additional **Premium**, **we** will reduce the amount that **we** pay **you** for any liability by the amount of the additional **Premium**.

### Cancellation

**You** may cancel this **Policy** at any time by notifying **us** in writing. The cancellation will take effect from 4:00pm on the day **we** receive **your** written notice of cancellation or such time as may be otherwise agreed.

**We** will only cancel the **Policy** or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984* (Cth). Cancellation by **us** takes effect from 4:00pm on the day which is three (3) business days from the date **we** notify **you** in writing.

If the **Policy** is cancelled, **we** will refund the **Premium** for the policy less a pro-rata proportion of the **Premium** to cover the period for which insurance applied and less any non-refundable government charges, taxes and levies.

However, **we** may not refund any **Premium** if **we** have paid a claim or benefit under the **Policy**.

### Claim Procedures

If something happens which gives rise or may give rise to a claim under the **Policy** **you** must:

- supply **us** with details of any other insurances which insure or may insure the event;
- provide all reasonable information and assistance as **we** may require.

In the event of **Accidental Injury**, the **Insured Person** must as soon as possible:

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

To make a claim **you** must:

- contact **us** or **your** insurance intermediary as soon possible;
- complete and submit **our** claim form within 30 days or 30 days of being able to do so;
- provide **us** with all information **we** may reasonably require including a medical certificate.

After making **your** claim **you** and **your Voluntary Worker** must:

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

In the case of **Accidental Death**, **we** are entitled to conduct a post-mortem examination at **our** expense.

### False and Fraudulent Claims

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

### Governing Law

This **Policy** is to be governed in by the laws of Australia and the State or Territory where the **Policy** was issued. The relevant courts of the place where the **Policy** was issued shall have jurisdiction in any dispute concerning or under this **Policy**.

## Joint Insureds

Where **you** comprise more than one party the **Proposal** is deemed to have been furnished by and on behalf of all parties and any information supplied to **us** or any omission, misrepresentation, or non-disclosure in relation to the **Proposal** or any renewal or extension of this **Policy** is deemed to have been furnished, supplied, omitted, misrepresented, or not disclosed on behalf of all parties.

## Other Insurance

**You** must advise **us** in writing, together with any further information that **we** may reasonably require, of any other insurance already effected or which may subsequently be effected providing, whether in total or in part, provide **you** with a right of indemnity as provided under the **Policy**.

## Reasonable Care

The **Insured** and **Insured Persons** must take all reasonable care to prevent or minimise loss, damage, **Accidental Injury** or liability under this **Policy**.

## Severability

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

## Subrogation

Save as to the circumstances set out in Sections 65(5) and (6) of the *Insurance Contracts Act 1984* (Cth), when **we** pay any amount under this **Policy**, **you** or **your** legal representative agree that we shall be subrogated to all of **your** or **your** legal representative rights to recover against any person or entity and **you** or **your** legal representative agree to execute and deliver any certificates, information and other documentation as **we** may reasonably require and do whatever else is reasonably necessary to enable **us** to secure such rights.

Sports Underwriting Australia Pty Ltd 2021

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