

# Personal Accident (Fringe Benefits)

## Product Disclosure Statement and Insurance Policy

Please read this policy in conjunction with the  
Certificate of Insurance



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# Ansvar Insurance – Insurance products with flexible solutions

## Our history

Ansvar Insurance has been a trusted name in Australia since 1961. Owned by UK Insurance company, Ecclesiastical Insurance Office plc, we enjoy substantial financial backing and are proud to meet the rigorous regulatory requirements of an insurer serving Australians.

## Why insure through Ansvar Insurance?

With almost 50 years of experience in Australia we understand what customers are seeking in their insurance company: a trusted, responsible and professional organisation where you are treated with respect and care and offered choice and flexibility. Offering value for money, personal service and a demonstrated commitment to community programs explains why we are the insurer of choice for our Australia wide customers.

## Developing our young Australians

We are honoured to provide support to many community organisations throughout Australia. Each organisation provides valuable support to improve and enrich the lives of Australian youth so that they may contribute positively to the community in which they live. To find out more about our grants to Community Education Program please visit our website [ansvar.com.au](http://ansvar.com.au)

## Our insurance advantage

Ansvar Insurance is a specialist insurance company with a deep understanding of the issues confronting our customers.

We believe in offering more than just insurance. Our dedicated staff are committed to helping clients protect their assets by providing:

- specialist insurance advice in our core markets
- flexibility in underwriting
- independent, on-site, risk management inspections and expert advice to find solutions
- risk management seminars and advice on helping clients develop their risk management programs

# Product Disclosure Statement

## About this insurance policy

The financial product offered in this insurance policy is provided by Ansvr Insurance Limited.

The purpose of this PDS is to assist you to understand your insurance and to enable you to make an informed choice about your insurance requirements. The PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium is calculated.

You also need to read the insurance policy wording which is covered in the section 'Your contract with Ansvr Insurance'. This provides a full description of the terms, conditions and limitations of the insurance policy.

This Product Disclosure Statement was prepared in July 2006.

## Who is the insurer and how can we be contacted?

Ansvr Insurance Limited, ABN 21007 216 506, is the issuer of this insurance policy. The registered office of Ansvr Insurance is Level 18, 303 Collins Street, Melbourne, Victoria. The Ansvr Insurance Australian Financial Services Licence number is 237826.

You can contact us by:

- calling in person at any Ansvr Insurance office
- telephoning 1300 650 540
- facsimile +61 3 9614 2740
- writing to any office of Ansvr Insurance
- email to [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

## Changes to this insurance policy

Information which is not materially adverse to you is subject to change from time to time. Changes in insurance policy wordings will be communicated to you in several ways and these are:

- if a change would affect you adversely, Ansvr Insurance will issue you with a new insurance policy or a Supplementary Product Disclosure Statement;
- for minor changes which do not adversely affect you, information can be obtained by telephoning our toll free number (1300 650 540), calling at one of our offices or visiting our website at [www.ansvar.com.au](http://www.ansvar.com.au) to find out what changes might have occurred;
- if changes have occurred we'll be pleased to provide you with a paper copy of them on request

## Cooling off period

We will refund the premium you have paid for cover under this insurance policy if you cancel the insurance policy within 30 days of its commencement. To do this, you must advise us in writing and return the insurance policy and certificate of insurance to your nearest Ansvr Insurance office. You will not receive a refund if you have made or intend to make a claim under the insurance policy.

## Significant features and benefits

Cover applies to the insured person for the fringe benefit component of his/her income following disablement resulting from bodily injury occurring whilst carrying out his or her usual occupation, if this occurs within twelve months of the bodily injury, and where he/she is entitled to receive compensation under workers compensation or similar legislation.

Fringe benefits are payable for the maximum period shown in your certificate of insurance.

## Significant risks

You should ensure that the sums insured shown in the certificate of insurance are sufficient to cover the insured person's fringe benefit component. If you select a sum insured that is less than the insured person's fringe benefit, we will only pay the maximum amount stated in the certificate of insurance.

This policy covers all insured persons who have attained the age of fifteen (15) years and who do not exceed seventy five (75) years of age, unless otherwise shown in the certificate of insurance or by endorsement issued by us.

## Costs

The premium payable by you is shown in your certificate of insurance.

The factors used to determine a premium on this policy are the types of activities undertaken by the policy holder and the level of benefit provided.

A cancellation fee may apply if you cancel your policy before expiry.

Premiums and fees are subject to Commonwealth and State taxes which include the Goods and Services Tax and Stamp Duty which are shown on your certificate of insurance.

## Code of Practice and Privacy Act

As a signatory to The General Insurance Code of Practice we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you.

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary correct your personal information.

## Complaints

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by an Ansvr Insurance employee or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you.

First, contact the employee or authorised representative with whom you have had contact to see if he or she can resolve the problem. If that is not possible, then contact the Regional Manager in your state. The Regional Manager will review the information and give you a response as quickly as possible; but no later than three working days from the date when the complaint is received.

If you are not satisfied with the response given by the Regional Manager, then please either telephone or write to:

The Secretary  
Internal Dispute Resolution Committee  
Ansvr Insurance Limited  
GPO Box 1655N Melbourne VIC 3001  
PH +61 3 8630 3100  
FX +61 3 9614 2740

The Secretary will refer your complaint to the Committee which comprises the CEO, Operations Manager and one of the non executive directors of Ansvr Insurance Limited, for a decision.

The Internal Dispute Resolution Committee has appropriate authority to deal with unresolved complaints. You will receive a response within seven (7) working days from the time the Internal Dispute Resolution Committee receives your unresolved complaint, or alternatively you will be asked for further information. If further information is required, you will receive a decision within seven (7) working days from the time Ansvr Insurance receives the additional information.

### **What if we don't resolve your problem?**

Once the Internal Dispute Resolution Committee gives you an answer, we will provide you with information about external dispute resolution if that is available.

For many complaints this is the Insurance Ombudsman Service (IOS), which costs you nothing. You have three months from the date of the decision by the Internal Dispute Resolution Committee to lodge your complaint with the IOS. The IOS may be contacted by calling 1300 78 08 08 for the cost of a local call, or by writing to them at PO Box 561, Collins Street West, Melbourne 8007.

Alternatively, you may further pursue your unresolved complaint through a formal legal process such as the courts, mediation, or arbitration.

For privacy complaints you may approach the Federal Privacy Commissioner. A copy of the General Insurance Code of Practice and privacy principles can be obtained from our website [ansvar.com.au](http://ansvar.com.au) or from one of our offices.

## **Important notice to Policyholders**

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document
- your current Certificate of Insurance

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

### **Duty of disclosure**

Before you enter into an insurance contract with us, you are required to tell us every matter that is known to you, being a matter that:

- you know to be relevant to the decision by us to accept the risk and if so, on what terms; or
- a reasonable person in the circumstances could be expected to know to be a matter so relevant.

If you have not disclosed all relevant information, or if you have misinterpreted the facts, then we may be entitled to cancel the policy, reduce the sum insured, or treat the policy as never having existed.

If you do not tell us all relevant matters we can reduce the amount we pay for any claim or cancel this insurance policy. If your non disclosure is fraudulent we can void the insurance policy from the beginning.

## The contract between you and Ansvar Insurance

When we have received your premium, we will insure you against the events described in this policy. This insurance covers events happening anywhere in Australia during the period of insurance shown in the certificate of insurance. Your insurance commences and concludes at 4.00pm local time on the dates shown.

If the terms of this agreement are not observed, cover may be reduced or cancelled.

### Assignment and beneficiary change

No assignment of interest will be binding on us unless the original or a duplicate thereof is filed with us. We assume no responsibility for the validity of an assignment.

No beneficiary change will bind us unless we receive written notice of such change and we agree to it in writing.

### Cancellation

You may cancel this policy at any time by notifying us in writing. Ansvar Insurance can cancel this policy in accordance with the Insurance Contracts Act 1984. We will be entitled to retain premium for the period during which the policy has been in force. You may be required to pay a cancellation fee if you cancel the insurance policy.

### Definitions

Certain words and phrases that appear in this policy have special meanings. These appear in the 'Definitions' section of this insurance policy.

### Employment status

If the insured engages in any occupation which increases the risk of bodily injury from the occupation originally shown, you must notify Ansvar Insurance immediately in writing. We may require an extra premium for the increased risk.

### Entire contract/alteration

The insurance policy shall not be modified except by our written endorsement.

### Examination of books and records

We may examine your books and records relating to this insurance at any time during the period of insurance and up to 12 months after the policy expiration or resolution of all claims whichever is the later.

### Goods and Services Tax (GST)

This insurance policy has provision for payment of Goods and Services Tax:

- by you in relation to premiums

### Jurisdiction

This insurance policy shall be governed and construed in accordance with the laws of Australia. Any dispute shall be resolved in accordance with the laws of Australia.

## Limits and initial period excluded

This insurance policy is subject to the:

1. benefits;
2. limits; and
3. initial period excluded

set out in the basis of settlement in this insurance policy and the certificate of insurance.

## Monthly instalments

If we agree, you may pay your premium by monthly instalments direct from a financial institution or from your credit card. However, if your first monthly instalment is dishonoured by your financial institution this policy will not operate at all. This means that you will not be covered in the event of a claim.

You cannot make a claim if, at the date of loss, any monthly instalment has remained unpaid for 14 days or more.

If you have a total loss or we settle your claim by paying the full sum insured, we will deduct the instalments for the remaining period of insurance from the amount we pay to you.

Should the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

## Subrogation

If we make any payment, then to the extent of that payment, we may exercise any rights of recovery held by you or the insured person. You and the insured person must not do anything which reduces any such rights and must provide reasonable assistance to us in pursuing any such rights.

## Definitions

In this insurance policy:

bodily injury	means injury caused solely and directly by accidental, violent, external and visible means, including exposure to the elements, which occurs during the period of insurance (but does not include any condition which is also an illness, sickness or disease or any degenerative condition) provided that the injury results in any of the events specified in the table of events within 12 calendar months from the date of such injury.
certificate of insurance	means the certificate of insurance attaching to this wording or any certificate of insurance subsequently issued during the period of insurance.
exempt fringe benefit	means those benefits paid by the employer which are part of the employee's remuneration package and have been exempted from workers compensation entitlements under the relevant legislation in the state or territory in which the employer is located.
initial period excluded	means the period of time shown in the certificate of insurance during which time benefits are not payable.

insured, you, your	means the company, organisation or person insured and shown in the certificate of insurance.
insured person	means the clergy, locum or person(s) shown in the certificate of insurance as the insured person.
insurer, we, us, our	means Ansvar Insurance Limited ABN 21 007 216 506.
medical practitioner	means an individual registered or licensed as a medical practitioner under a State or Territory law that provides for the registration or licensing of medical practitioners as defined under the Medical Indemnity (Prudential Supervision and Products Standards) Act 2003.
pollutants	means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
disablement	means disablement that entirely prevents the insured person from carrying out all the normal duties of the insured person's usual occupation, as certified by a medical practitioner.

## Cover

If during the period of insurance and while carrying out his/her usual occupation, the insured person suffers bodily injury we will pay the compensation set out in the basis of settlement, if this disablement occurs within twelve months of the bodily injury.

Fringe benefit entitlements are payable up to the maximum period shown in your certificate of insurance.

You or your legal representative must supply us with a certificate from a medical practitioner in relation to any claim made.

All cover is subject to the terms, conditions and exclusions of the insurance policy. This policy consists of the certificate of insurance, the policy terms and conditions and any endorsements attached.

## Basis of settlement

A benefit is only payable under this policy when an employee is entitled to receive compensation under workers compensation or similar legislation whether or not compensation is received.

This policy will reimburse you for the fringe benefit component of an eligible employee's income for which no benefit is payable under workers compensation insurance or similar legislation.

The amount of compensation will be limited to the lesser of:

- the exempt fringe benefit component of your employee's income; or
- the amount stated in the certificate of insurance for each week of total disablement.

Any compensation payable is limited to the maximum amount shown in the certificate of insurance, subject to the initial period excluded.

## Exclusions

We will not pay any claim for:

1. Bodily injury sustained or suffered by an insured person who has not attained the age of fifteen (15) years or who exceeds seventy five (75) years of age, unless otherwise agreed by us and shown in the certificate of insurance;
2. Bodily injury to an insured person caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the period of insurance;
3. Bodily injury resulting from an insured person:
  - a. being affected or influenced in any way by intoxicating liquor or drugs;
  - b. being addicted to intoxicating liquor or a drug;
  - c. taking part in a riot or civil commotion;
  - d. taking part in naval, military or air force service or operations;
  - e. acting maliciously;
  - f. participating in or training for any professional sport, or racing, or training for racing or trialling in or on any motor powered conveyance;
  - g. engaging in football, underwater activities, mountaineering, skiing, motor cycling (whether as driver or passenger) hunting, polo, riding or driving in any kind of race, snow or ice sports, parachute jumping, sky diving or hang gliding;
  - h. exposing him or herself to needless peril;
4. Any type of hernia suffered by an insured person however caused;
5. Bodily injury resulting from an insured person travelling in any unlicensed aircraft; or flying or engaging in any other aerial activity as part of an aircraft's crew;
6. Suicide, attempted suicide, any deliberately self-inflicted bodily injury or any illegal or criminal act committed by an insured person;
7. War, whether declared or not, civil war, or invasion;
8. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and/or any self-sustaining process of nuclear fission;
9. Pregnancy, childbirth, miscarriage or the complications of these conditions;
10. Any condition pre-existing the insurance policy, or any aggravation of any such condition or degenerative condition unless the pre-existing condition has been accepted by us, and the extra premium is paid by you;
11. Bodily injury which would not have arisen but for the existence of asbestos;
12. Acts of terrorism – refer to your current certificate of insurance;
13. Bodily injury directly or indirectly arising out of discharge, dispersal, release or escape of pollutants.

## Claims procedures

Following an event giving rise to a claim, it is your responsibility to advise Ansvr Insurance by telephone or in person as soon as is reasonably possible but no later than 30 days after the event and promptly provide any information we request.

Where required a claim form will be sent to you when you advise us of the claim. Please complete and return this form promptly.

Any letters, notices, or legal documents you receive which relate to the event are to be forwarded to Ansvr Insurance immediately.

### Fraudulent claims

As a protection for all policy holders we will take legal action against any person who makes a fraudulent claim.

If a fraudulent claim is made we will not pay it and we will take action to recover any moneys already disbursed in respect of the claim. We will also cancel the policy.

**Ansvar Insurance**  
1300 650 540  
ansvar.com.au

**Victoria**  
AD GPO Box 1655  
Melbourne 3001  
FX +61 3 9614 1545

**New South Wales**  
AD PO Box 1410  
Parramatta 2124  
FX +61 2 9687 9564

**Queensland**  
AD GPO Box 747  
Brisbane 4001  
FX +61 7 3221 6721

**South Australia**  
AD PO Box 630  
Fullarton 5063  
FX +61 8 8338 1920

**Western Australia**  
AD PO Box 840  
West Perth 6872  
FX +61 8 9324 2013

**Tasmania**  
AD PO Box 330  
Launceston 7250  
FX +61 3 9614 1545

EM [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

**Ansvar Insurance Ltd.**  
ABN 21 007 216 506 AFSL 237826  
Member of the Ecclesiastical Insurance Group

