



# Services Accident Insurance



## Combined Product Disclosure Statement and Policy Wording

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

## How this insurance is arranged

This Insurance is issued/insured by:

### **American Home Assurance Company ('AHAC')**

ABN 67 007 483 267, AFSL 230903 incorporated with Limited Liability in the USA, trading in Australia as Chartis ('Chartis')  
549 St. Kilda Road, Melbourne VIC 3004

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

Chartis prepared this Product Disclosure Statement.

Cover is arranged and distributed by:

### **Defence Force Credit Union Limited**

ABN 57 087 651 385, AFSL 234582

Level 2, 99 King Street

Melbourne VIC 3000

Telephone: 1800 033 139

Facsimile: (03) 8624 5892

www.defcredit.com.au

In arranging this insurance, Defence Force Credit Union is acting pursuant to an agreement with Chartis.

Date Prepared: 4 November 2009

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# Product Disclosure Statement (PDS)

## 1. What is the Product Disclosure Statement?

The Product Disclosure Statement ('PDS') contains information about key benefits and significant features of this Services Accident Insurance.

The purpose of the PDS is to assist *your* purchasing decision and ability to compare this product with other insurance. This document also contains important information about *your* rights and obligations including the Cooling Off Period. Please retain this document in a safe place.

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

Details about the product issuer can be found on page 1 'How this insurance is arranged'.

## 2. Eligibility

This insurance is only available to:

- Members of the Australian Defence Force, both permanent and reservists;
- Employees of the Department of Defence, DFAT and the Attorney General's Department, and other departments that assist or advise the Defence Department or the broader defence community;
- Civilians – whether as individuals, contractors or employees of companies – who work for, advise or assist the broader defence community.

## 3. Key Benefits of Your Policy

You can select cover under the following Plans:

### Family Plan

Provides cover for 100% of the number of *basic plan units* purchased for both *you* and *your spouse* and one unit of the selected Basic Plan for each *dependent child* plus the *Optional plan* if purchased for both *you* and *your spouse*.

### Individual Plan

Provides cover for 100% of the number of *basic plan units* purchased plus the *Optional plan* if purchased for *you*.

You can select up to three (3) *basic plan units* of cover under the same Basic Plan (Superior, Premier or Budget) for *you* under Individual Plan or for *you* and *your spouse* under Family Plan for a specified range of Events including:

- *Injury* (as defined) resulting in disability.
- *Injury* (as defined) resulting in fractured bones.
- *Injury* (as defined) resulting in the *permanent* or *total loss* of the use of various senses or body parts.

*Dependent children* will be covered for only one unit of the nominated Basic Plan regardless of the number of units you select for *you* and *your spouse* under the Family Plan. Cover under Event 1 is not available to *dependent children* under the age of seven (7) years.

In addition to the *basic plan units* of cover, *you* have the option to purchase the *Optional plan* – Accidental Death Cover for *you* under Individual Plan or for *you* and *your spouse* under Family Plan. *Dependent children* will be covered up to \$20,000 only under the *Optional plan* – Accidental Death Cover if Family Plan is purchased.

This insurance does not provide weekly benefits for loss of income. Benefits are payable regardless of any Workers Compensation, Medicare, superannuation, private health insurance or third party insurance payouts that *you* may be entitled to. The compensation per *basic plan unit* and the *Optional plan* for each level of cover is as listed in the **Schedule of Benefits** below:

## Schedule of Benefits – Basic Plan

EVENTS	THE COMPENSATION		
	SUPERIOR	PREMIER	BUDGET
<i>Injury, as defined resulting in:</i>			
*1. <i>Permanent loss of independent existence</i>	\$375,000	\$187,500	\$75,000
2. <i>Permanent quadriplegia</i>	\$250,000	\$125,500	\$50,000
3. <i>Permanent paraplegia</i>	\$250,000	\$125,500	\$50,000
4. <i>Permanent total loss of entire sight of both eyes</i>	\$250,000	\$125,000	\$50,000
5. <i>Permanent total loss of use of two limbs</i>	\$250,000	\$125,000	\$50,000
6. <i>Permanent total loss of use of one limb and the entire sight of one eye</i>	\$250,000	\$125,000	\$50,000
7. <i>Permanent total loss of use of one limb</i>	\$125,000	\$62,500	\$25,000
8. <i>Permanent total loss of Hearing in (a) both ears (b) one ear</i>	\$175,000 \$35,000	\$87,500 \$17,500	\$35,000 \$7,000
9. <i>Permanent total loss of speech</i>	\$175,000	\$87,500	\$35,000
10. <i>Permanent total loss of entire sight of one eye</i>	\$125,000	\$62,500	\$25,000
11. <i>Permanent total loss of the lens of one eye</i>	\$50,000	\$25,000	\$10,000
12. <i>Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the total body surface area (TBSA).</i>	\$100,000	\$50,000	\$20,000

\* Event 1 (*permanent loss of independent existence*) is not available to *dependent children* aged under seven (7) years of age.

EVENTS	THE COMPENSATION		
	SUPERIOR	PREMIER	BUDGET
<b>Injury, as defined resulting in:</b>			
13. <i>Permanent total loss of use of one hand or foot</i>	\$100,000	\$50,000	\$20,000
14. <i>Permanent total loss of use of one thumb and one finger</i>	\$25,000	\$12,500	\$5,000
15. <i>Permanent total loss of use of one thumb on either hand</i>	\$20,000	\$10,000	\$4,000
16. <i>Permanent total loss of use of one finger or toe</i>	\$10,000	\$5,000	\$2,000
<b>17. Broken bones or simple fractures</b> <i>Injuries resulting in breaks or simple fractures to:</i>			
(a) 1 or more vertebrae of the neck or spine	\$12,500	\$6,250	\$2,500
(b) Hip, pelvis	\$7,500	\$3,750	\$1,500
(c) Skull, shoulder blade	\$5,000	\$2,500	\$1,000
(d) Collarbone, upper leg	\$4,000	\$2,000	\$800
(e) Upper arm, kneecap	\$3,500	\$1,750	\$700
(f) Forearm, elbow, lower leg, jaw	\$2,500	\$1,250	\$500
(g) Wrist, cheek, ankle, hand, foot	\$2,000	\$1,000	\$400
(h) 1 or more ribs	\$1,500	\$750	\$300
(i) 1 or more fingers or thumbs, toes	\$500	\$250	\$100
Maximum amount payable for any one injury under Event 17.	\$12,500	\$6,250	\$2,500
<b>18. The insured person being a bed care patient.</b> If, as a result of injury as defined, an <i>insured person</i> becomes a <i>bed care patient</i> , we will pay a weekly benefit (up to a maximum of four (4) weeks) that the <i>insured person</i> remains a <i>bed care patient</i> beginning with the first day of confinement. A daily rate of 1/7th of the weekly <i>bed care patient</i> Benefit will be paid if an <i>insured person</i> remains a <i>bed care patient</i> for less than seven (7) days.	\$300 per week	\$200 per week	\$100 per week

#### Please Note:

In the event of multiple *injuries* sustained in the same accident, only the Event (Events 1 to 16, 19) insured for the highest amount on the Plan selected will be compensated.

## Special Provisions – Additional Benefits

**Home Renovation Benefit:** If as a result of *injury* resulting in any one of the Events 1 to 6, we will pay 80% of the cost incurred for such renovations to a maximum of \$10,000 regardless of the number of units selected as provided in Special Provisions – Additional Benefits 1.

**Accidental HIV Infection Benefit:** We will pay to the *insured person* compensation of \$25,000 regardless of the number of units selected if the *insured person* accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection as provided in Special Provisions – Additional Benefits 2.

**Spouse and Dependent children:** *Spouse* Benefit- \$5,000, *Dependent children* Benefit – \$5,000 for each *dependent child* to a maximum of \$15,000 – regardless of the number of units selected as provided in Special Provisions – Additional Benefits 3.

## Optional Plan – Accidental Death Cover

EVENTS	THE COMPENSATION*		
	SUPERIOR	PREMIER	BUDGET
<b>Injury, as defined resulting in:</b>			
**19. Death	\$500,000	\$250,000	\$125,000

\* A *Waiting period* will apply before any Compensation at your selected level of cover under this *Optional plan* is payable for Death as a result of an *injury* whilst an *insured person* is:

- (i) on *deployment* (as defined); or
- (ii) in a destination for which the Australian Government Department of Foreign Affairs & Trade advises overall DO NOT TRAVEL.

*Waiting period* means a period of twelve (12) continuous months commencing from the date you purchase or increase your *Optional plan – Accidental Death Cover* and where you have selected and maintained the same level of cover (Superior, Premier, Budget) and Plan type (Individual or Family) during this twelve (12) months continuous period. Where you increased your level of cover, you will remain entitled to your original qualified level of cover until the new *waiting period* has been served.

\*\* *Dependent children* will be covered up to \$20,000 only under the *Optional plan – Accidental Death Cover* if Family Plan is purchased.

#### Please note:

The *Optional plan – Accidental Death Cover* is only available with purchase of Basic Plan cover. It cannot be purchased in isolation.

The *Optional plan – Accidental Death Cover* level of cover (Superior, Premier or Budget) and Plan type (Individual or Family) purchased must be the same as that selected for the Basic Plan – *Accidental Injury*.

Cover is limited to the benefits and level of cover shown on your Policy Schedule and is subject to the terms, conditions and exclusions in the Policy Wording.

## 4. Important information

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

- The **Policy Wording** contains a **Definitions** section on **page 12** and **Conditions** that apply to this insurance at **page 11**.
- Words that are emphasised by the use of italics have the meaning given to them in **Definitions** section on **page 12**.
- **Special Provisions** apply to this **Policy Wording** that may impact upon the compensation payable. It is important that *you* carefully read the sections of the **Policy Wording** titled '**Special Provisions**' and '**Special Provisions – Additional Benefits**' on **pages 15** and **16** of the **Policy Wording**.
- There are some circumstances where cover cannot be provided. These are covered in the **Policy Wording**. Please take special note of the **Exclusions** applicable to all sections of the policy listed on **page 14** of the **Policy Wording**.
- **Age limits** apply to this policy. To be eligible for cover under this policy *you* and *your spouse* must not be less than 18 years of age or more than 70 years of age. Full details of age limits can be found on **page 16** of the **Policy Wording**.

This **PDS** also contains important information about the rights and obligations of *insured person(s)* including information about Privacy, and the General Insurance Code of Practice.

## 5. Costs

Premiums vary depending on the cover *you* select:

- Individual or Family Plan cover; and
- the level of compensation (Superior, Premier or Budget); and
- Basic Plan and the number of units selected; ,or Basic Plan and the number of units plus *Optional plan* cover.

The Application Form shows the premium rates for:

- Basic Plan – Accidental *Injury* for each *basic plan unit* available for Individual or Family Plan cover; and
- Basic Plan – Accidental *Injury* plus *Optional plan* – Accidental Death Cover for each *basic plan unit* available under the Basic Plan, for Individual Plan or Family Plan cover.

The premium amount will also be shown on *your Policy Schedule* and includes government charges such as Stamp Duty and GST.

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

## 6. Cooling Off Period

*You* have 14 days after the day *you* receive this Policy to check that the Policy and benefits meet *your* needs. This is known as the cooling off period. Within this period *you* may cancel the Policy and receive the full refund of all premiums paid. To cancel *your* Policy during the cooling off period, please send *us your* written request to cancel the Policy.

The cooling off period ceases if *you* make a claim before the fourteen (14) day cooling off period has expired.

## 7. How to make a claim

Information on claims can be found under the section titled '**Conditions – 6. Claims Procedure**' in the **Policy Wording**. Please read this carefully.

Claims need to be submitted with original supporting documentation such as doctor's reports and proof of identity. Claims should be delivered to the address shown on the outside cover of this document. Please refer to the **Policy Wording** for further details about the above.

## 8. 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.

## 9. 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 *your* matter be reviewed by management by writing to:  
  
The Compliance Manager  
Chartis  
549 St Kilda Road, Melbourne  
VICTORIA 3004
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 findings 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 is obliged to comply.

### Contact details are:

Financial Ombudsman Service  
Phone: 1300 780 808 (local call fee applies)  
Email: info@fos.org.au  
Internet: www.fos.org.au  
GPO Box 3, Melbourne, VIC 3001

## 10. Privacy Consent and Disclosure

**American Home Assurance Company ('AHAC') trading in Australia as Chartis ("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. *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:

- (a) the entity to which AHAC is related (whether in Australia or overseas), contractors or third party providers providing services related to the administration of *your* Policy.
- (b) banks and financial institutions for the purpose of processing *your* Application and obtaining Policy payments;
- (d) assessors, third party administrators, emergency providers, and medical providers, in the event of a claim.
- (e) 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 to 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 and an access and correction procedure. Both procedures are generally free of charge however Chartis reserves the right to charge for access requests in certain circumstances.

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, 549 St Kilda Road, Melbourne, or e-mail [australia.privacy.manager@chartisinsurance.com](mailto: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 of *your* personal information stated in the privacy statement above and authorise Chartis to access *your* personal information directly from the Australian Defence Force for the purposes of administering *your* claim(s).

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.



## Policy Wording

### Important Notes

1. This document contains *your* Insurance Policy Terms and Conditions. It is important that *you* read and understand it and retain it in a safe place.
2. Please inform *us* immediately of any change in *your*:
  - (a) Address; and/or
  - (b) any other changes affecting the *insured persons* which may require an alteration in the policy.
3. This insurance does not provide weekly benefits for loss of income.
4. *Dependent children* under the age of seven (7) years will not be covered under Event 1 – *Permanent loss of independent existence*.
5. From time to time *we* may vary premium payments for all policies in the Plan selected, such premium variation shall be notified to *you* in writing and will take effect from *your* next *premium due date*.
6. *You* should also note that *we* may elect to no longer provide insurance under the Plan selected, *we* may decline to accept further premium or to renew *your* insurance after the next *premium due date*. In that event *we* shall notify *you* in writing at least sixty (60) days before *your* cover ceases.

### Policy Conditions

The *insured persons* named in the Policy Schedule are insured against *injury* and, if selected, Death as a result of *injury* 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, Definitions, Special Provisions and Exclusions of this Policy including the Policy Schedule.

### 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**

**Words that are emphasised by the use of italics have the meaning given to them in this Definitions section.**

**Activities of daily living** means

- a) Transferring means the ability of the *insured person* to move in and out of a chair or bed without the assistance of another person. The *insured person* will be considered to be able to transfer themselves even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorised devices are used.
- b) Dressing means the ability of the *insured person* to put on and take off all garments and medical braces or artificial limbs usually worn and to fasten and unfasten them, without the assistance of another person. The *insured person* will be considered to be able to dress themselves even if the above tasks can be performed only by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
- c) Toileting means the ability of the *insured person* to get to and from as well as on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing without the assistance of another person. The *insured person* will be considered able to toilet themselves even if they have an ostomy and are able to empty it themselves, or if the *insured person* uses a commode, bedpan or urinal, and are able to empty and clean it without the assistance of another person.
- d) Bathing/Washing means the ability of the *insured person* to wash themselves either in the bath or shower or by sponge bath without the assistance of another person. The *insured person* will be considered to be able to bathe themselves even if the above tasks can only be performed in the bath or shower by using equipment or adaptive devices.
- e) Eating means the ability of the *insured person* to get nourishment into the body by any means once it has been prepared and made available to the *insured person* without the assistance of another person.

**Basic plan unit** means

One Unit of Superior Plan or one Unit of Premier Plan or one Unit of Budget Plan as shown in the Schedule of Benefits-Basic Plan. The maximum number of the *basic plan units* you can purchase is three (3) units of the same Basic Plan.

**Bed care patient** means

An *insured person* who is confined in 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 an *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 or a place for the care or treatment of alcoholics or drug addicts.

**Dependent children** mean the unmarried children of the *insured person* who are:

- (a) under nineteen (19) years of age; or
- (b) under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning;

and at the time of an Event giving rise to a claim are primarily dependent on the *insured person* for maintenance and support.

*Dependent children* includes step or legally adopted children.

**Deployment** means participation in overseas Australian Defence Force duty which qualifies as “eligible duty” under the provisions of 7A of the Income Tax Amendment Regulations 2009 (No. 2) and confirmed by the Australian Defence Force.

**Foot** means the entire foot below the ankle joint.

**Hand** means the entire hand below the wrist joint.

**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 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 Schedule of Benefits within twelve (12) calendar months from the date of such *injury*.

**Insured person(s)** shown on your Policy Schedule under the Plan selected, means:

- (a) you, if you selected “Individual Plan” on your Application Form; or
- (b) you, your spouse and any dependent child(ren), if you selected “Family Plan” on your Application Form.

**Limb** means any part of the arm between the shoulder and the wrist or any part of the leg between the hip and the ankle.

**Loss of independent existence** means when as a result of an insured Event an *insured person* is unable to perform two (2) or more of the *activities of daily living*.

**Optional plan** means Superior Plan or Premier Plan or Budget Plan as shown in the Schedule of Benefits for Optional Plan-Accidental Death Cover.

**Paraplegia** means *permanent* and entire paralysis of both legs and part or whole of the lower half of the body.

**Permanent** means lasting twelve (12) calendar months from the date of occurrence and at the end of that period being beyond hope of improvement.

**Premium due date** means, for periodically paid premiums, the end of each period when the premium is payable.

**Quadriplegia** means *permanent* and entire paralysis of both legs and both arms.

**Spouse** means the husband or wife or any de-facto partner of the *insured person* who has continuously lived with the *insured person* for at least three (3) calendar months prior to an Event giving rise to a claim under this Policy.

**Total loss** means, with reference to the body parts listed below:

- (i) Where that body part is a *hand, foot, finger* or *toe*, *total loss* means the permanent and total physical loss or loss of use of that body part referenced in the Schedule of Benefits; or
- (ii) For an eye, entire and irrecoverable loss of sight in that eye; or
- (iii) For an ear, entire and irrecoverable loss of hearing in that ear; or
- (iv) For speech, the entire and irrecoverable loss of speech; or
- (v) For a *limb*, the *permanent* and total physical loss or loss of use of any part of the arm between the shoulder and the wrist or any part of the leg between the hip and the ankle.

**We/our/us** means American Home Assurance Company ABN 67 007 483 267 AFSL 230903, trading in Australia as Chartis (“Chartis”).

**You/your** means the person who has signed the Application Form.

## Exclusions

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

1. Intentional self-injury, suicide, or criminal or illegal act of the *insured person* who is the subject of the claim.
2. Sickness, disease or any kind of infection however contracted. 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.
3. Having a blood alcohol content over the prescribed legal limit when driving or operating any motor vehicle, and/or being under the influence of intoxicating liquor and/or being

under the influence of any drug other than a drug taken or administered by, or in accordance with the advice of a legally qualified medical practitioner.

4. The *insured person* engaging in any professional sport, meaning his/her livelihood is substantially dependent on income received as a result of him/her playing sport.
5. Racing in or on any motor powered conveyance, excluding social club car rallies.
6. Death as a result of an *injury* whilst an *insured person* is on *deployment* unless the *Optional plan*-Accidental Death Cover has been in force for twelve (12) continuous months at the same level of cover (Superior, Premier, Budget) other than as provided for under the *Optional plan* – Accidental Death Cover section on page 22.
7. Death as a result of an *injury* whilst an *insured person* is in a destination for which the Australian Government Department of Foreign Affairs & Trade advises overall DO NOT TRAVEL unless the *Optional plan*-Accidental Death Cover has been in force for twelve (12) continuous months at the same level of cover (Superior, Premier, Budget) other than as provided for under the *Optional plan* – Accidental Death Cover section on page 22.

## Exposure

If any of the Events occurs as the result of unexpected exposure to the elements following an *injury*, we will assume that the *insured person* has sustained *injury* as defined and will pay the compensation for that Event.

## Disappearance

If an *insured person* disappears and after twelve 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 19 (Death Benefit) for the relevant number of Additional Plan Units shown on the Policy Schedule subject to receipt of a signed undertaking by his/her estate 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. (a) Compensation shall not be payable for more than one of the Events 1-16 in respect of the same *injury*.  
(b) In the event of multiple Injuries sustained in the same accident, only the Event (Events 1 to 16, 19) insured for the highest amount on the Plan selected will be compensated.
2. Compensation shall not be payable 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 legally qualified medical practitioner.

3. Compensation owing to the *insured person* at the date of his/her death will be paid in accordance with any beneficiary designation that may be in force at the time of claim, or to his/her estate. All other Compensation will be payable to *you*.

#### 4. Age Limits

We will not be liable for any Event, which happens to an *insured person* aged under eighteen (18) years (except *dependent children*) or aged seventy (70) years of age or over.

5. Event 1 (*permanent loss of independent existence*) is not available to *dependent children* aged under seven (7) years of age.

6. *Dependent children* are covered up to a maximum of \$20,000 for Event 19 (Death benefit).

### Special Provisions – Additional Benefits

#### 1. Home Renovation Benefit

If as a direct result of *injury* resulting in any one of the Events 1 to 6, the *insured person* is required to renovate his or her existing residence (including but not limited to the installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids) necessary for the *insured person* to perform daily lifestyle activities (i.e. the ability of the *insured person* to dress, bathe, toilet and feed without any assistance) and to remain in and move around his or her existing residence, we will pay 80% of the cost incurred for such renovations to a maximum of \$10,000 regardless of the number of units selected. This Benefit is only payable:

(a) where such renovations are undertaken with *our* prior written agreement and the agreement of the *insured person's* attending medical practitioner; and

(b) in respect of one residence only.

#### 2. Accidental H.I.V. Infection Benefit

We will pay to the *insured person* compensation of \$25,000 regardless of the number of units selected if the *insured person* accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

(a) as a direct result of *injury* caused by a physical and violent bodily assault by another person on the *insured person* while he or she is covered under this Policy; or

(b) as a direct result of the administering of medical treatment provided by a registered and legally qualified medical practitioner or registered nurse to an *insured person's* covered *injury* while he or she is insured under this Policy.

#### Special Conditions

(i) Compensation will only be payable if the *insured person* is positively diagnosed within 180 days of the event giving rise to the H.I.V. infection.

(ii) Compensation shall not be payable unless any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to *us* and medical tests are carried out by a registered and legally qualified medical practitioner no more than forty eight (48) hours from the time and date of the event giving rise to the H.I.V. infection.

(iii) The medical tests (to be made by recognised laboratory and clinical tests) carried out in connection with this Benefit must prove conclusively that the *insured person* was not H.I.V. positive at the time and date of the event giving rise to the H.I.V. infection. No Compensation is payable if *you* or the *insured person* fail to comply with or to provide the required level of proof.

#### 3. Spouse and Dependent Children Benefit

If an *insured person* has a *spouse* and/or any *dependent children* and he/she suffers an *injury*, which results in Basic Plan, Events 1, 2 or 3, or if selected and shown in the Policy Schedule, *Optional plan* – Accidental Death Cover, Event 19, we will pay the following amounts in addition to the Compensation payable for an *insured person*:

(a) *Spouse* Benefit – \$5,000 – regardless of the number of units selected.

(b) *Dependent children* Benefit – \$5,000 for each *dependent child* to a maximum of \$15,000 – regardless of the number of units selected.

Please note: This Event is payable regardless of the Plan selected.

### Conditions

#### 1. Eligibility

This insurance is only available to:

- Members of the Australian Defence Force, both permanent and reservists;
- Employees of the Department of Defence, DFAT and the Attorney General's Department, and other departments that assist or advise the Defence Department or the broader defence community;
- Civilians – whether as individuals, contractors or employees of companies – who work for, advise or assist the broader defence community.

#### 2. 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.

#### 3. 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 under this Policy;
- (c) where an Application Form is required by *us*, on the date of *our* acceptance of the *insured person's* written Application Form.

#### 4. 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* request that such *insured person* be removed as an *insured person*;
- (c) on the *premium due date* if *you* fail to pay the required premium except as the result of inadvertent error; or
- (d) on the date such *insured person* ceases to be eligible for insurance under this Policy.

#### 5. Cancellation

- (a) *you* may cancel this Policy at any time by giving *us* written notice of cancellation, in which case *we* will retain *our* usual short-term rate for the time the Policy was in force.
- (b) *We* may cancel or lapse this Policy in the event:
  - (i) *you* fail to make the payment in the manner nominated by *you* on *your* Application Form on the premium due date; or
  - (ii) *your* credit provider fails to make payment in the manner nominated by *you* on *your* Application Form; and
  - (iii) the payment is thirty (30) days overdue.

This condition applies as each and every premium becomes due and cannot be disregarded by *you* because *we* have previously accepted a premium thirty (30) days after the *premium due date*. The effect of this is that *your* insurance may be lapsed by *us* if *your* premium is not received within thirty (30) days of being due and claims for *injuries* occurring after the *premium due date* may be denied. *Your* insurance shall not be prejudiced by failure of *your* credit provider to transmit reports, pay premium or comply with any of the provisions of the Policy, when such failure is due to inadvertent error or clerical mistake.

- (c) *We* may cancel *your* Policy as provided under sub-section 6o(1) of the Insurance Contract Act.

#### 6. Claims Procedure

- (a) Please provide *us* with notice of *your* claim and supporting evidence within thirty (30) days of the occurrence of any Event or as soon thereafter as is reasonably possible. Notice may be provided by completing a claim form available at any of *our* Offices, advising *us* by telephone on 1800 331 610 (outside Melbourne area) or 9522 4000 (Melbourne Only) or by submitting a claim over the internet at [www.chartisinsurance.com.au](http://www.chartisinsurance.com.au). *We* will advise *you* of the

additional information required. *You* must provide this information to *us* in a reasonable time. *You* should keep a copy of any documents that may be required to support *your* claim.

- (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 persons* Death arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.

#### 7. Australian Law

This Policy is governed by the Laws of the Australian State or Territory 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 and/or *you* either in *your* completed Application Form 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 imposts 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. 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.

#### 11. Proof of Loss

After *we* receive notice of a claim *we* will provide *you* and/or the *insured person* 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 *you* and/or *insured person* and be in such form and of such nature as *we* may require.

#### 12. Assignability

This Policy and any rights thereunder shall not be assignable without *our* agreement and prior written consent.

## Benefits and Compensation

This Policy provides cover only in respect of the number of basic plan units as selected and stipulated below and Optional plan selected by *you* in *your* Application Form and shown on *your* Policy Schedule.

### Family Plan

Provides cover for 100% of the number of basic plan units purchased for both *you* and *your spouse* and one unit of the selected Basic Plan for each *dependent child* **plus the *Optional plan* if purchased for both *you* and *your spouse*.**

### Individual Plan

Provides cover for 100% of the number of *basic plan units* purchased plus the *Optional plan* if purchased for *you*.

## Schedule of Benefits – Basic Plan

EVENTS	THE COMPENSATION		
	SUPERIOR	PREMIER	BUDGET
<i>Injury, as defined resulting in:</i>			
*1. <i>Permanent loss of independent existence</i>	\$375,000	\$187,500	\$75,000
2. <i>Permanent quadriplegia</i>	\$250,000	\$125,500	\$50,000
3. <i>Permanent paraplegia</i>	\$250,000	\$125,500	\$50,000
4. <i>Permanent total loss of entire sight of both eyes</i>	\$250,000	\$125,000	\$50,000
5. <i>Permanent total loss of use of two limbs</i>	\$250,000	\$125,000	\$50,000
6. <i>Permanent total loss of use of one limb and the entire sight of one eye</i>	\$250,000	\$125,000	\$50,000
7. <i>Permanent total loss of use of one limb</i>	\$125,000	\$62,500	\$25,000
8. <i>Permanent total loss of Hearing in</i> (a) both ears (b) one ear	\$175,000 \$35,000	\$87,500 \$17,500	\$35,000 \$7,000
9. <i>Permanent total loss of speech</i>	\$175,000	\$87,500	\$35,000
10. <i>Permanent total loss of entire sight of one eye</i>	\$125,000	\$62,500	\$25,000
11. <i>Permanent total loss of the lens of one eye</i>	\$50,000	\$25,000	\$10,000
12. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the total body surface area (TBSA).	\$100,000	\$50,000	\$20,000
13. <i>Permanent total loss of use of one hand or foot</i>	\$100,000	\$50,000	\$20,000
14. <i>Permanent total loss of use of one thumb and one finger</i>	\$25,000	\$12,500	\$5,000

\* Event 1 (*permanent loss of independent existence*) is not available to *dependent children* aged under seven (7) years of age.

EVENTS	THE COMPENSATION		
	SUPERIOR	PREMIER	BUDGET
<i>Injury, as defined resulting in:</i>			
15. <i>Permanent total loss of use of one thumb on either hand</i>	\$20,000	\$10,000	\$4,000
16. <i>Permanent total loss of use of one finger or toe</i>	\$10,000	\$5,000	\$2,000
17. <b>Broken bones or simple fractures</b> <i>Injuries</i> resulting in breaks or simple fractures to:			
(a) 1 or more vertebrae of the neck or spine	\$12,500	\$6,250	\$2,500
(b) Hip, pelvis	\$7,500	\$3,750	\$1,500
(c) Skull, shoulder blade	\$5,000	\$2,500	\$1,000
(d) Collarbone, upper leg	\$4,000	\$2,000	\$800
(e) Upper arm, kneecap	\$3,500	\$1,750	\$700
(f) Forearm, elbow, lower leg, jaw	\$2,500	\$1,250	\$500
(g) Wrist, cheek, ankle, hand, foot	\$2,000	\$1,000	\$400
(h) 1 or more ribs	\$1,500	\$750	\$300
(i) 1 or more fingers or thumbs, toes	\$500	\$250	\$100
Maximum amount payable for any one injury under Event 17.	\$12,500	\$6,250	\$2,500
18. The <i>insured person</i> being a <i>bed care patient</i> . If, as a result of <i>injury</i> as defined, an <i>insured person</i> becomes a <i>bed care patient</i> , we will pay a weekly benefit (up to a maximum of four (4) weeks) that the <i>insured person</i> remains a <i>bed care patient</i> beginning with the first day of confinement. A daily rate of 1/7th of the weekly <i>bed care patient</i> Benefit will be paid if an <i>insured person</i> remains a <i>bed care patient</i> for less than seven (7) days.	\$300 per week	\$200 per week	\$100 per week

### Please Note:

In the event of multiple *injuries* sustained in the same accident, only the Event (Events 1 to 16, 19) insured for the highest amount on the Plan selected will be compensated.







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