

**Notes:** Group Personal Accident - Members

**Duty to not make a misrepresentation**

You have a duty under the Insurance Contracts Act 1984 (**ICA**) to take reasonable care not to make a misrepresentation to the insurer (**your duty**).

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA.

Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both.

If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

**Named Insured:** TAS PUBLIC SERVICE ASSOCIATION

**Policy Period:** From: 1 Jan 2024 To: 30 June 2024  
(at 4.00pm. Local Standard Time) (at 4.00pm. Local Standard Time)

**Insured Person(s):** All Financial Members of the Insured

**Scope of Cover:** Full time 24 hours

**Age Limitation:** Between the ages of 18 and 75

**Aggregate Limit of Liability:** (Special Provisions - Number 6)

Any Policy period except non schedule flights (a) \$1,000,000

Any Policy period relating to non schedule flights (b) \$500,000

**The compensation applicable under each section for each insured person:**

**Section A: DEATH & CAPITAL BENEFITS, Events 1-19**

1. All Members of The Insured : Event 1 Death \$30,000  
: Events 2-19 \$60,000

**Section B: WEEKLY INJURY BENEFITS, Event 20** Not Included

**Section C: WEEKLY SICKNESS BENEFITS, Event 22** Not Included

**Section D: AIG CARE PLUS BENEFITS**

1. Lump Sum Overseas Surgical Benefits For Injury	Maximum of \$20,000
Brain Surgery	\$20,000
Amputation of a Limb	\$20,000
Fracture of a Limb Requiring Open Reduction	\$5,000
Any other Surgical procedure performed under general anaesthetic	\$2,500
2. Lump Sum Overseas Surgical Benefits For Sickness	Maximum of \$20,000
Open Heart Surgery	\$20,000
Brain Surgery	\$20,000
Abdominal Surgery performed under general anaesthetic	\$5,000
Any other Surgical procedure performed under general anaesthetic	\$2,500
3. Broken Bones	Maximum of \$7,500
4. Guaranteed Payment Benefit (conditions apply)	12 weeks advance
5. Loss of Teeth Benefit	Maximum of \$2,000
6. Accommodation and Transport Expense Benefit	Up to \$10,000
7. Coma Benefit	\$50 per day to a maximum of \$5,000
8. Domestic Help Benefit (maximum 52 weeks)	80% of the cost of Domestic Help up to a maximum of \$500 per week
9. Education Fund Benefit	\$5,000
10. Funeral Expense Benefit	Up to \$10,000
11. Independent Financial Advice Benefit	Up to \$7,500
12. Executor Emergency Cash Advance	Up to \$15,000
13. Home/Vehicle Modification Benefit	80% of the cost of renovations to a maximum of \$10,000
14. Premature Birth/Miscarriage Benefit	\$5,000
15. Spouse/Partner Employment Training Benefit	Up to \$15,000
16. Student Tutorial Benefit (maximum 26 weeks)	85.00% of the cost of Student Tutorial Expenses up to a maximum of \$500 per week
17. Unexpired Membership Benefit	\$3,000
18. Chauffer Benefit	\$100 per day to a maximum of \$2,500
19. Childcare Benefit (maximum 26 weeks)	\$500 per week
20. Corporate Image Protection	Up to \$15,000
21. Replacement Staff/Recruitment Costs	Maximum of \$20,000

**Lewis Insurance Services (Tas) Pty Ltd**

A.F.S. 238451  
A.B.N. 88 161 481 750

---

22. Visitors Benefit	\$15,000
23. Overseas Bed Care Benefit (maximum 26 weeks)	\$500 per week
24. Rehabilitation Costs (maximum of 6 months)	Up to \$500 per month
25. Escalation of Claim	5% compound p.a.
26. a. Spouse	\$5,000
b. Dependant Children	\$5,000 per child, maximum of \$15,000
27. Accidental HIV Infection	\$25,000

---

If no amount is inserted against any one or more of the above Sections, this Policy does not provide cover under that Section or Sections.

Note: Weekly Benefits are reduced by Workers Compensation

**Policy Wording:** Group Personal Accident & Illness AH610.9 PDS JM09/00064.8

**Endorsements:** NIL

**Additional Exclusions:** It is hereby declared and agreed that in regards to Insured Persons aged 71 years and over, Event 2: Permanent Total Disablement is deleted.

**Comments:** NIL

## STATEMENT OF ADVICE

This Statement of Advice ("**SoA**") is offered by:

Steadfast Taswide Insurance Brokers Pty Ltd  
ABN 24 092 613 644 AFS License No. 238451

336 Elizabeth Street, North Hobart TAS 7000  
PO Box 606 North Hobart TAS 7002  
Phone 03 6231 3360

12 Don Road Devonport TAS 7310  
PO Box 281 Devonport TAS 7310  
Phone 03 6424 8886

75 Wilson Street Burnie TAS 7320  
PO Box 322 Burnie TAS 7320  
Phone 03 6431 1888

91 Paterson Street Launceston TAS 7250  
PO Box 5063 Launceston TAS 7250  
Phone 03 6334 7988

Email: [enquiries@stib.com.au](mailto:enquiries@stib.com.au)

Web: [www.steadfasttaswide.com.au](http://www.steadfasttaswide.com.au)

This SoA sets out or confirms our personal advice to you. It is designed to assist you in making an informed decision about whether or not to act on our personal advice about your insurance needs and contains:

- a statement setting out our advice;
- information about the basis on which our advice is or was given;
- how we and our associates are paid; and
- any potential conflict of interest we may have.

### **What is our advice?**

We have recommended to you that you instruct us to arrange the aforementioned policy.

**This advice may be based on incomplete or inaccurate information relating to your personal circumstances and because of that you should, before acting on the advice, consider the appropriateness of the advice, having regard to your personal circumstances.**

### **Contractual Liability and your insurance cover.**

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your insurers to reduce cover, or in some cases, refuse to indemnify you at all. You should seek legal advice before signing and accepting contracts. You should inform us of any clauses of this nature before you enter into them.

### **Why did we give you this advice?**

You told us that your objectives and needs are:

- Your objective is to purchase insurance to provide coverage in the event of a serious injury for your members
- You want to ensure that should a serious injury occur the member will receive a lump sum benefit
- Based on the information provided it is recommended that you take a personal accident/illness insurance policy

The advice we have given you is based on the above and taking into account:

- the information that you have given us (please see the warning above)
- our understanding of what is offered by the insurers that we deal with regularly. We have not based our recommendation on what might be offered to you by other insurers or insurance providers;
- the prices and policy terms of the policies that we considered for your insurance needs;
- the recommended insurer's claims handling "track record" with us.

**How long will this advice be current?**

This SoA is current as at the date shown on your invoice.

**What remuneration (including commission) or other benefits do we or our associates receive in connection with this advice that may influence us?**

We do not get any remuneration or other benefits from giving this advice unless you instruct us to arrange the recommended policy.

If you instruct us to arrange the recommended policy, we will:

- receive commission or brokerage
- charge you a fee

Our employee that will assist you to arrange the recommended policy will be paid a salary.

**Are there any other relationships or associations that would influence us or our employees in giving this advice?**

If we arrange premium funding for you, we may receive a commission from the funder. If you instruct us to arrange or issue the product, this is when we become entitled to the commission.

*End of Document*

## IMPORTANT NOTICES & INFORMATION

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Account Manager if you have any questions or require further advice/assistance.

### ESSENTIAL READING OF POLICY WORDING

The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

### YOUR DUTY OF DISCLOSURE

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

You have this duty until they 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 the insurer anything that:

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

If you do not tell the insurer something you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

### DUTY OF GOOD FAITH

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

### AVERAGE OR CO-INSURANCE

Some policies contain an Average or Co-insurance clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance.

Some business interruption policies contain an Average/Co-Insurance clause which has a different application. Check your policy and contact us with any questions.

### CONTRACTS AND LEASES YOU SIGN

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance.

These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

### LEASING, HIRING AND BORROWING PROPERTY

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually applies to the amount you can claim for damage to property in your care, custody or control.

### ADDITIONAL INSURED AND NOTING INTERESTS

If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

### CLAIMS OCCURRING POLICIES

Most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

### CLAIMS MADE POLICIES

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

### INSURER SOLVENCY

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance and this can be affected by many complex commercial and economic factors.

### UNAUTHORISED FOREIGN INSURERS

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (**Act**) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority.

If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.