

# Individual Personal Accident and Sickness Insurance

**QBE Insurance (Australia) Limited**

Product disclosure statement



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## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

### For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The contact details for your financial services provider are set out in the financial services guide they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- Your financial services provider.

### About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

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## Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

### The cost of this Policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- the occupation and duties of any person covered by this Policy;
- the sums insured you choose;
- the age of any person covered by this Policy;
- any hazardous pursuits and pastimes of any person covered by this Policy.

### Cooling-off period

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

To cancel your Policy within the cooling off period, contact your financial services provider.

### The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

### Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services

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and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

#### Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

#### Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

#### Step 3 - Still not resolved?

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If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

#### *Disputes not covered by the FOS Australia Terms of Reference*

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

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## Contacting QBE Customer Care, FOS or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

### How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

### How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

#### How to contact APRA

Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.fcs.gov.au">www.fcs.gov.au</a>

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

## Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

### Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

### How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

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## Paying your premium

The ways you can pay your premium, and the frequency you can pay it, are described below:

- in one annual payment by cash, cheque, credit card or EFTPOS; or
- in monthly instalments by direct debit from your credit card or from your account with your financial institution.

Your premium and how you've chosen to pay it will be shown on your Policy Schedule.

### Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

### Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due.

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we may refuse to pay your claim.

### At renewal

If you pay by instalments, and you renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If the first instalment for a renewed Policy isn't received we'll try and retake the instalment after seven days. If it remains unpaid, your renewed Policy won't operate and there'll be no cover.

If an instalment is unpaid, we'll send you a reminder letting you know when we're going to retake the instalment. If we still don't receive your payment after this reminder, we'll write telling you the date your Policy will be cancelled unless your payment arrives. Then, if we don't receive a payment, we'll send you a notice to confirm your Policy has been cancelled.

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## Adjustment of premium on renewal

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

## If your payment details change

If the direct debit details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

## Words with special meaning

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

When we say	We mean
Compensation	The amount of benefit shown in the applicable compensation table in each section of this Policy.
Earnings	<p>If you're self employed or a working director:</p> <ul style="list-style-type: none"> <li>• your gross weekly income from your personal exertion, less</li> <li>• costs and expenses other than fixed business expenses incurred in deriving that income;</li> </ul> <p>averaged over the twelve (12) months prior to injury or illness or any shorter period that you've been engaged in your occupation.</p> <p>If you're an employee, your gross weekly base rate of pay averaged over the twelve (12) months prior to injury or illness or any shorter period that you've been engaged in your occupation excluding overtime payments, bonuses, commission or allowances.</p>

When we say	We mean
Excluded period of claim	the consecutive number of days of disablement specified in the Policy Schedule or in this Policy Wording, after medical treatment by a registered medical practitioner.
Fixed business expenses	<p>expenses (costs) incurred in the normal and customary conduct and operation of your business in the twelve (12) months immediately prior to the injury or illness, provided that those expenses are allowable deductions for income tax purposes, including but not limited to:</p> <ul style="list-style-type: none"> <li>• employee wages;</li> <li>• superannuation;</li> <li>• worker compensation payments;</li> <li>• payroll tax;</li> <li>• insurance, rent or mortgage Interest payments;</li> <li>• bank or postal charges;</li> <li>• electricity, water, gas or telephone charges;</li> <li>• laundry or cleaning charges; property rates;</li> <li>• hire purchase or leasing of equipment or automobile; and</li> <li>• general office related charges;</li> </ul> <p>but does not include expenses associated with personal remuneration, (i.e. salary, wages, fees, commission, allowances, etc.) of any kind, for you or your replacement; depreciation; purchasing equipment, stock or merchandise of any nature.</p>
Illness	any sickness or disease or degenerative condition which first occurs during the period of insurance.
Injury	<p>bodily injury which:</p> <ul style="list-style-type: none"> <li>• is caused by an accident that occurs during the period of insurance; and</li> <li>• is not an illness; and</li> <li>• is the absolute, sole and independent cause of a payable condition covered under this Policy which occurs within twelve (12) months of the injury</li> </ul>

When we say	We mean
Insured person	any person described in the Policy Schedule as an insured person.
Loss of use	in connection with a limb or part of a limb means physical severance or permanent loss of use.
Occupation	your usual occupation, business, trade or profession shown in the Policy Schedule.
Paraplegia	total paralysis of both legs and part or whole of the lower half of the body.
Partial disablement	You're prevented from carrying out a substantial part of all of the normal duties of your usual occupations, businesses and professions.
Payable condition	The benefit we'll pay in the event you suffer an injury or illness which entitles you to claim compensation under the Policy, up to the amounts specified in the compensation table and the Policy Schedule.
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.
Permanent	continuing for at least twelve months and which thereafter will, in all probability, continue for life.
Permanent total disablement	total disablement as a result of any injury and which will continue for at least twelve (12) months, and thereafter will in all probability continue for life, and which entirely prevents the insured person from engaging in any occupation or business whatsoever.
Physical severance	if it occurs: <ul style="list-style-type: none"> <li>• to a hand or foot at or above the wrist or ankle;</li> <li>• to an arm or leg at or above the elbow or knee; and</li> <li>• to a finger or toe at or above the third joint from its extremity.</li> </ul>

When we say	We mean
Policy Schedule	the latest Policy Schedule we give you, including any endorsement schedule or any renewal schedule.
Pre-existing condition	includes any injury, illness, disease, sickness, chronic or degenerative condition, medical condition and any other condition or symptoms thereof, for which the insured person has received any form of medical or prescribed treatment including medication, advice or attention from a registered medical practitioner, chiropractor, physiotherapist, psychiatrist or naturopath, at any time prior to the commencement of each period of insurance. This does not include the common cold or flu viruses.
Premium	What you pay us to insure you. It's the cost of this Policy.
Professional sport	<p>is an activity which is competitively engaged in, governed by a set of rules or customs, requiring physical exertion, for which you receive a financial reward, payment or remuneration for your efforts and/or achievements.</p> <p>Professional sport doesn't include you participating in sporting activities on an amateur basis (i.e. financial reward, payment or remuneration is less than 20% of your earnings).</p>
Quadriplegia	total paralysis of both legs and both arms.
Registered medical practitioner	is a medical practitioner who holds a current registration with the respective Medical Practitioners Board / Medical Board in Australia.

When we say	We mean
Total disablement	<p>total disablement as a result of injury covered under 'Weekly benefits - Injury' that entirely prevents you from:</p> <ul style="list-style-type: none"> <li>• carrying out all the normal duties of your usual occupation, business or profession; or</li> <li>• where you're engaged in more than one (1) occupation, business or profession, carrying out all of the normal duties of all of them.</li> </ul> <p>If 'Weekly benefits - Illness' cover has been selected, total disablement will also mean such inability resulting from illness</p>
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You, your	<p>The person(s) named in your Policy Schedule as the insured.</p> <p>Insured persons, who may be eligible to claim under this Policy by operation of s48 of the Insurance Contracts Act as third party beneficiaries.</p>

## Types of cover

The Policy provides a choice of cover. You can choose any or all of the following types of cover:

- Section A - Capital benefits
- Section B - Weekly benefits - Injury
- Section C - Weekly benefits - Illness

The types of cover you have chosen will be shown on your Policy Schedule.

## Section A – Capital benefits

If you chose this cover it will be shown on your Policy Schedule.

### What we will pay

We will pay you the amounts set out in the compensation table in this section of the Policy as a 'Capital benefit' if any of the payable conditions shown:

- occur during the period of insurance; and
- are a result of injury.

### What we will not pay

We won't pay any claim under this section of the Policy if a claim arises directly or indirectly out of any of the following:

- Illness;
- Suicide or attempted suicide.

### Capital benefit restrictions

- Any payable condition claimed under capital benefits must occur within twelve (12) months of the date of injury.
- Any capital benefit payable will be reduced by any amount of any other capital benefit we have paid or are liable to pay in connection with the same injury.
- We won't pay a capital benefit for 'Payable condition 2: Permanent total disablement' once you've attained the age of sixty five (65).
- All further cover under this Policy ceases if you become entitled to a capital benefit of more than 75% of the capital benefit sum insured.
- We won't pay any capital benefit for more than one payable condition at any one time.
- You can only claim one (1) capital benefit for an injury, in which case the highest payable condition will be payable
- If you're travelling while on a journey, and
  - Your means of transportation disappears, sinks or is wrecked, and
  - Your body hasn't been found within one (1) year we will presume that you've died as a result of injury and will pay the death benefit accordingly.

### Compensation table – Capital benefits

Payable condition – an Injury resulting in	Compensation as a percentage of the Capital benefit Sum insured shown in the Policy Schedule
1. Death	100%

Payable condition - an Injury resulting in	Compensation as a percentage of the Capital benefit Sum insured shown in the Policy Schedule
2. Permanent total disablement	100%
3. Permanent quadriplegia	100%
4. Permanent paraplegia	100%
5. Permanent and incurable paralysis of all limbs	100%
6. Permanent unsound mind to extent of legal incapacity	100%
7. Permanent total loss of sight in one or both eyes	100%
8. Permanent total loss of hearing in both ears	100%
9. Permanent total loss of the lens of one eye	50%
10. Permanent total loss of hearing in one ear	50%
Permanent physical severance or permanent total loss of use of the following:	
11. Both hands	100%
12. Both arms	100%
13. Both feet	100%
14. Both legs	100%
15. One hand and one foot	100%
16. One hand or one arm	100%
17. One foot or one leg	100%
18. Four fingers and one thumb	75%

Payable condition - an Injury resulting in	Compensation as a percentage of the Capital benefit Sum insured shown in the Policy Schedule
19. Both joints of one thumb	30%
20. One joint of one thumb	15%
21. Three joints of one finger	15%
22. Two joints of one finger	10%
23. One joint of one finger	5%
24. All toes on one foot	15%
25. Great toe - both joints	5%
26. Great toe - one joint	3%
27. Each toe other than great	1%
Other conditions	
28. Fractured leg or patella with established non union	10%
29. Third degree burns which cover more than 50% of the entire body	40%
30. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth - per tooth	1%

## **Additional benefits applicable to Section A - Capital benefits**

### **Spouse capital benefit**

If during the period of insurance your spouse dies as a result of an injury, we will pay you the following benefit:

- under Section A - Capital benefits, Payable condition item 1: Death, we will pay 10% of the Policy Capital benefit Sum insured specified in the Policy Schedule;
- up to a maximum of \$25,000.

### **Funeral benefit**

If you suffer an injury which results in your death which provides an entitlement to claim under Section A - Capital benefits, 'Payable condition item 1: Death' of this Policy, in addition we will also reimburse funeral expenses, up to a maximum of \$7,500.

### **Modification benefit**

Where a capital benefit is payable under payable conditions 2 to 5 inclusive, we will also pay for the cost necessarily incurred in modifying your motor vehicle or home or in relocating you to a suitable home, to a maximum sum in all of \$20,000.

## **Section B - Weekly benefits - Injury**

If you chose this cover it will be shown on your Policy Schedule.

### **What we will pay**

We will pay you a weekly benefit of the amount as set out in the compensation table in this section of the Policy if the payable conditions shown:

- occur during the period of insurance; and
- are a result of injury.

### **What we won't pay**

We won't pay any claim under this section of the Policy if a claim arises directly or indirectly out of any illness.

### **Weekly benefit - Injury restrictions**

- (a) Any payable condition claimed must occur within twelve (12) months of the date of injury.
- (b) Successive periods of partial or total disablement:
  - resulting from the same injury; and
  - which are not separated by a return to active full time employment for six (6) months or more;

will be considered as one (1) period of partial or total disablement.

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- (c) Weekly benefits will be paid after the excluded period of claim has elapsed. The excluded period of claim for injury is the greater of that shown in the policy schedule or as follows -

Injury arising from;

- horse riding, water skiing, basketball, netball, rugby, football, Australian Rules, hockey, surfing, tennis, go karting and body contact sports: 14 days
  - motorcycling: 21 days
  - rock climbing, mountaineering, abseiling: 28 days
- (d) We will pay weekly benefits while you continue to suffer partial or total disablement up to a maximum period shown in the Policy Schedule.
- (e) Notwithstanding paragraphs (b) and (d), we won't pay weekly benefits for any partial or total disablement:
- which commences or recurs after the expiry of this Policy; or
  - when you are on unpaid leave or on maternity leave;
  - when you're outside Australia.
- (f) We will stop paying weekly benefits once you commence any new occupation while receiving weekly benefits.
- (g) We will stop paying weekly benefits once you become entitled to a capital benefit of more than 75% of the capital benefit sum insured, except for 'Payable condition 3. Permanent quadriplegia' and 'Payable condition 4. Permanent paraplegia' in which case we will pay the balance of weekly benefits entitlement, up to the maximum benefit period shown in the Policy Schedule.
- (h) We won't pay weekly benefits for more than one (1) injury or illness at any one time.
- (i) We won't pay any weekly benefits to you if there is no loss of earnings as a result of an injury.
- (j) The reimbursement of fixed business expenses will be payable subject to the following:
- we will only reimburse fixed business expenses if you are entitled to claim a weekly benefit for Total disablement;
  - we will only reimburse fixed business expenses for which you can provide evidence of expenses incurred during the period of total disablement;
  - you must suffer a loss of earnings to be entitled to claim for fixed business expenses, if there is no loss of earnings then no weekly benefit is payable;
  - reimbursement of fixed business expenses will be apportioned based on the period of time the expense relates to and the period of Total disablement;
  - reimbursement of fixed business expenses is payable up to a maximum benefit period of fifty two (52) weeks or lesser period as stated in the Policy Schedule;
  - the weekly benefit limit shown in the Policy Schedule includes fixed business expenses as part of your declared earnings;
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- fixed business expenses will be limited to a maximum of 60% of weekly benefit limit shown in the Policy Schedule;
- if fixed business expenses exceeds earnings, or the business runs at a loss, then no benefit is payable;
- the weekly benefit limit is the maximum amount we will pay under this section of the Policy.

The weekly benefit we pay will be:

- the earnings you actually lose; or
- the amount shown in the compensation table in this section of the Policy; or
- a fixed percentage of your earnings shown in the Policy Schedule;
- including fixed business expenses to a maximum of 60% of the weekly benefit limit shown in the Policy Schedule if the insured person is self employed or a working director;

whichever is less, and will be reduced by:

- any amounts you're entitled to receive from:
  - sick leave,
  - any statutory workers compensation or transport accident scheme, and
- earnings you derive, or are able to derive, from any gainful occupation.

### Compensation Table - Weekly benefits - Injury

Payable condition - an Injury resulting in	Compensation
1. Total disablement	up to the weekly benefit limit shown in your Policy Schedule
2. Partial disablement	up to the weekly benefit limit shown in your Policy Schedule

## Section C - Weekly benefits - Illness

If you have chosen this cover it will be shown on your Policy Schedule.

### What we will pay

We will pay you a weekly benefit of the amounts as set out in the compensation table in this section of the Policy if:

- the payable condition shown occurs during the period of insurance; and
- the payable condition is caused by an illness; and
- he or she cannot work for more than five (5) consecutive days from the first day that he or she receive treatment or advice from a registered medical practitioner.

### What we will not pay

We will not pay any claim under this section of the Policy if a claim arises directly or indirectly out of any of the following:

- injury
- HIV or any condition caused by HIV including AIDS
- pregnancy childbirth or miscarriage.

### Weekly benefits - Illness restrictions

- (a) Any payable condition claimed must occur within twelve (12) months of the date of illness.
- (b) Successive periods of partial or total disablement:
  - resulting from the same illness; and
  - which are not separated by a return to active full time employment for six (6) months or more;

will be considered as one period of partial or total disablement.

- (c) Weekly benefits will be paid after the excluded period of claim has elapsed. The excluded period of claim for illness is the greater of that shown in the policy schedule or as follows:

Illness arising from

- horse riding, water skiing, basketball, netball, rugby, football, Australian Rules, hockey, surfing, tennis, go karting and body contact sports: 14 days
- motorcycling: 21 days
- rock climbing, mountaineering, abseiling: 28 days

- (d) We will pay weekly benefits while you continue to suffer partial or total disablement up to the maximum period shown in the Policy Schedule unless the partial or total disablement is caused directly or indirectly by mental illness or disorders (including but not limited to anxiety disorders, nervous disorders, depression, stress, fatigue, exhaustion, psychiatric complications of physical disorders, behavioural disorders) or chronic fatigue syndrome. In that case we will pay up to a maximum of twenty six (26) weeks.
- (e) Notwithstanding paragraphs (b) and (d), we will not pay weekly benefits for a period of partial or total disablement:
- which commences or recurs after the expiry of this Policy; or
  - When you are on unpaid leave or on maternity leave;
  - when you are outside Australia.
- (f) We will stop paying weekly benefits if you commence any new occupation while receiving weekly benefits.
- (g) We won't pay weekly benefits for more than one (1) injury or illness at any one time.
- (h) We won't pay any weekly benefits to you if there is no loss of earnings as a result of an illness.
- (i) The reimbursement of fixed business expenses will be payable subject to the following:
- we will only reimburse fixed business expenses if you're entitled to claim a weekly benefit for Total disablement;
  - we will only reimburse fixed business expenses for which you can provide evidence of expenses incurred during the period of Total Disablement;
  - you must suffer a loss of earnings to be entitled to claim for fixed business expenses, if there is no loss of earnings then no weekly benefit is payable;
  - reimbursement of fixed business expenses will be apportioned based on the period of time the expense relates to and the period of Total disablement;
  - reimbursement of fixed business expenses is payable up to a maximum benefit period of fifty two (52) weeks, except Weekly benefit - Illness restrictions (d) which is limited to twenty six (26) weeks, or lesser period as stated in the Policy Schedule;
  - the weekly benefit limit shown in the Policy Schedule includes fixed business expenses as part of your declared earnings;
  - fixed business expenses will be limited to a maximum of 60% of weekly benefit limit shown in the Policy Schedule;
  - if fixed business expenses exceeds earnings, or the business runs at a loss, then no benefit is payable.
  - the weekly benefit limit is the maximum amount we will pay under this section of the Policy.
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The weekly benefit we pay will be:

- the earnings you've actually lost; or
- the amount shown in the compensation table in this section of the Policy; or
- a fixed percentage of your earnings shown in the Policy Schedule;
- including fixed business expenses to a maximum of 60% of the weekly benefit limit shown in the Policy Schedule if you're self employed or a working director;

whichever is less, and will be reduced by:

- any amounts you're entitled to receive from:
  - sick leave,
  - any statutory workers compensation or transport accident scheme, and
- earnings you derive, or are able to derive, from any gainful occupation.

### Compensation table - Weekly benefits - Illness

Payable condition - an Illness resulting in:	Compensation
Total disablement	up to the weekly benefit limit shown in your Policy Schedule.
Partial disablement	up to the weekly benefit limit shown in your Policy Schedule.

## Additional benefits for Weekly benefits – Injury or Illness

### Indexed weekly benefit

If we pay you a weekly benefit under this Policy and:

- the benefit period shown in the Policy Schedule is greater than fifty two (52) weeks; and
- we pay you weekly benefits for the same injury or illness for more than fifty two (52) weeks;

we'll increase your weekly benefit each subsequent year by either:

- (i) 7%, or
- (ii) the increase in the Consumer Price Index (in the State where he or she live) compared with the previous year,

whichever is the lesser.

### Rehabilitation additional benefit

If we pay you a weekly benefit under this Policy, we'll also pay for the costs incurred for participation in a return to work program if:

- we consider the program reasonable; and
- your registered medical practitioner agrees;

up to a maximum of \$5,000.

### Chauffeur Services

If we pay you a weekly benefit under this Policy, we'll also pay for your costs incurred for a chauffeur or taxi service to and from your home and usual place of work if:

- you are certified by a registered medical practitioner as being unable to drive a vehicle or travel on public transport,
- but are fit to return to work

up to a maximum of \$2,500.

### Guaranteed Payment

If you sustain an injury or suffer illness for which benefits are payable under this policy, we'll also pay twelve (12) weeks of benefits in advance, provided a registered medical practitioner certifies that the period of disablement will continue for a minimum of twenty-six (26) weeks.

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## General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day 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) of the day or de facto, and which:
  - involves violence against one (1) or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - 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.
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

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## Additional exclusions

We won't pay for any claim under any section of the Policy if the claim arises directly or indirectly out of any of the following:

- (a) intentional self injury or suicide or any attempt at suicide;
- (b) flying or other aerial activity unless as a fare paying passenger on an airline with scheduled flights;
- (c) driving or riding in any kind of motorised race, time trial or practice for such an event;
- (d) a criminal or illegal act ;
- (e) alcoholism or drug addiction;
- (f) participating in or training for any professional sport;
- (g) driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law;
- (h) any pre-existing condition.

## Health insurance exclusion

We won't pay any benefits under any section of this Policy which:

- are considered to be 'health insurance business' as defined in the *Private Health Insurance Act 2007* (Cth) and its regulations, or
- we're prevented from paying under any law in any jurisdiction, including under the *National Health Act 1953* (Cth) or the *Health Insurance Act 1973* (Cth).

## Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

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## General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

### Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

### Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
  - Minimise the cost of any claim under your Policy
  - Comply with all laws.
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## Keeping us up to date

You must notify us immediately if you become aware that you are suffering from any medical condition which:

- is likely to affect your ability to work; or
- will lead to a shortened life expectancy.

You must also notify us immediately if:

- you take out similar insurance with another insurer; and
- the combined weekly benefits under this Policy and that insurance will exceed your earnings.

Please remember we only cover you for the occupation shown in the Policy Schedule so you should notify us immediately if there is any change in your occupation. We will then decide whether to insure you for your new occupation and if so on what terms.

## Other interests

You must not transfer any interests in your Policy without our written consent.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy.

## Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

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## Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

- (a) If anything happens that is likely to lead to a claim you must:
- follow medical advice from a registered medical practitioner as soon as possible after sustaining injury or illness; and
  - give us notice in writing, by telephone or in person describing the occurrence; and
  - tell us promptly, and
  - fully complete our claim form and return it to us within thirty (30) days after a payable condition occurs; and
  - at our expense, undergo any medical examination by a doctor appointed by us if we require it; and
  - at your expense, provide us with any information about the claim we ask for including:
    - doctor's reports,
    - letters and notices received from anyone else about the claim.
- (b) If you act fraudulently we can reject the claim altogether and cancel this Policy.
- (c) You must give us written notice as soon as possible of every event, and all information in regard to matters which may lead to cover under this Policy.
- (d) You must make every endeavour to minimise the weekly benefit we are required to pay under this Policy while you are disabled.
- (e) If you have made a claim under this Policy we will pay all benefits to you except for the death benefit, which will be paid to your legal personal representative. If a claim has been made by an insured person other than you, we will pay all benefits to you, except for the death benefit, which we will pay to your legal personal representative.

### What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

## What can affect a claim

We will reduce the amount of a claim by the excluded period of claim shown in the policy terms and conditions or on the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one (1) section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

## Contribution & other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

## GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

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## Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

## Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- documents which substantiate your earnings, and
- any medical certificates that relate to your claim.

## Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

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## Other terms

These other terms apply to how your Policy operates.

### **Cancelling your Policy**

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

### **Changing your Policy**

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

### **Joint and co-insureds**

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

### **Jurisdiction**

This Policy will be governed and construed in accordance with the laws of Australia. You irrevocably and unconditionally agree to submit to the non-exclusive jurisdiction of the courts of Australia.

### **Notices**

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.

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