

QBE Insurance (Australia) Limited

Product Disclosure Statement and Policy Wording

Journey

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃关於保险的重要文件,它解释了根据保单条款什麽是受保、什麽是不受保项目,以及你方和我方的责任条款。你必须要了解後才能决定这项保险是否能满足你的需要。如果你不能阅读和理解英文,请向能帮助你用你熟悉的语言理解内容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها

此乃關於保險的重要文件,它解釋了根據保單條款什麼是受保、什麼是不受保項目,以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文,請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੌੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

# Contents

About this booklet	4
About QBE	4
Important Information	5
Group policies: About your right to access cover	5
General Insurance Code of Practice	5
Privacy	5
Complaints	5
Financial Claims Scheme	6
Cooling off period	6
Policy Wording	7
Our agreement	7
Words with special meanings	7
Section A – Capital benefits	9
Additional benefits	10
Section B – Weekly benefits – Injury	11
General exclusions	12
General conditions	12
Claims	13
Other terms	14

Date of preparation: 24 November 2022

Date effective: 8 May 2023

QM206-0523

# 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.

#### **Updating this PDS**

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal. You can get a copy of all updates (whether adverse or not adverse) at no charge by us, 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.

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact your financial services provider.

#### **About QBE**

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

#### QBE in the community

#### Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into investments that have additional social or environmental features. So, when you choose us as your insurer, your premium automatically does some good.

# **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.

# **Group policies: About your right to access cover**

This is a group policy which the insured has entered into with us for the period of insurance. You may be eligible to claim under it as a third party beneficiary, provided you met the eligibility criteria specified in the Policy, or under a particular cover, at the time loss or damage occurred.

You can't cancel or vary the Policy – only the contracting insured and we can do this. If the Policy is cancelled or varied by us, we don't need to obtain your consent.

We also don't provide you with any notices in relation to this Policy. We only send notices to the insured as it's the only entity we have contractual obligations to.

You're not obliged to accept any of the benefits of this Policy but if you make a claim, you'll be bound by its terms, conditions, limitations and exclusions.

Neither we nor the insured hold the cover(s) or the benefits provided under the Policy on trust or for your benefit or on your behalf. The insured also doesn't:

- act on behalf of us or you in relation to the Policy;
- provide, and is not authorised to provide, any financial product advice, recommendations or opinions about the Policy or any cover; and
- · receive any remuneration or other benefits from us.

If you're seeking to access the benefit of the Policy, you should consider obtaining advice as to whether it is appropriate for your needs from a person who is licensed to give such advice.

Nothing prevents you from entering into other arrangements regarding insurance.

To confirm if you may have access to the Policy, and its currency, please refer to the 'For more information or to make a claim' section at the front of this booklet.

#### **General Insurance Code of Practice**

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

# **Privacy**

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at

qbe.com/au/about/governance/privacy-policy

If you would like to access or correct your personal information please contact us at customercare@qbe.com or on 1300 650 503.

# Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

#### Step 1 - Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit, or claim. You'll find their contact details on your policy documents, letters, or emails from us. Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

#### Step 2 - Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit, or Claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

Phone:	1300 650 503
Fax:	(02) 8227 8594
Email:	complaints@qbe.com
Post:	GPO Box 219, Parramatta NSW 2124

#### Step 3 - Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

#### More information

You can find more information about how we deal with complaints on our website at qbe.com/au or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no cost.

#### Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at customercare@qbe.com. If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5218, Sydney NSW 2001

#### **Financial Claims Scheme**

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA	
Phone:	1300 558 849
	Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online:	www.apra.gov.au/financial-claims-scheme- general-insurers

# **Cooling off period**

If the insured changes their mind about the Policy and no claim has been made, the insured can cancel the Policy within 21 days of the start or renewal date and obtain a full refund, less any non-refundable government fees, duties or charges. If the Policy is cancelled in these circumstances, there is no cover under the Policy.

The insured can also cancel the Policy outside the cooling off period, see 'Cancellation'.

# **Policy Wording**

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

## **Our agreement**

This Policy is a legal contract between the insured and us and it's made up of the Policy Wording and, if one applies, the Policy Schedule. The insured pays us premium and you may be able to claim under the Policy, provided you met the eligibility criteria at the time loss or damage occurred. There are also:

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

# How much we'll pay

The most we'll pay for a claim is the sum insured set out in the Policy Schedule for the cover or section you're claiming under. The amount we pay may be subject to an aggregate limit as shown on your Policy Schedule.

## Aggregate limits of liability

This Policy is a group policy where cover is available to other persons or entities that satisfy the definition of an insured person. The maximum amount we will pay for any one event involving more than one insured person (including you) under this Policy is the aggregate limit of liability. If the applicable aggregate limit is not enough to pay all claims in full, then we will reduce yours and each other insured person's benefit proportionately.

The aggregate limit for Section A and B is inclusive of all claims under each of those sections arising from the same event.

# Words with special meanings

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.

Word or term	Meaning
Accident	a single, physical and external event which occurs unexpectedly at a specific and identifiable time and place.
Broken	a complete break of a bone and does not include a fracture not extending through the full thickness of the bone.
Close relative	a spouse/partner, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, step-child, grandparent or grandchild.
Commencement date of cover	the date since which you have continuously been an insured person under this Policy, or another policy held by the insured with us which provided equivalent cover.
Compensation	the amount or percentage of benefit shown in the compensation tables of this Policy for a payable condition or payable event under each section of this Policy.
Excluded period of claim	the number of days of disablement after medical treatment by a registered medical practitioner, for which you will not receive a weekly benefit.
Injury	bodily injury which:
	<ul> <li>results from an accident which occurs during the period of insurance; and</li> </ul>
	<ul> <li>is not a sickness, or a consequence of any sickness or disease.</li> </ul>
	Injury also includes any condition caused by exposure to the elements as a result of an accident.
Insured	the person(s), companies, entities or firms named in the current Policy Schedule as the 'Insured'.
Journey	a routine trip between your place of residence and place of employment (provided there is no substantial deviation from the most reasonably direct route), for the purpose of attending to or returning from work.
	a journey also includes incidental travel during the course of recess breaks and lunchtime activities.

Word or term	Meaning
Loss of use	<ul> <li>in connection with a limb or part of a limb means:</li> <li>permanent physical severance; or</li> <li>permanent and total loss of use, including the loss of ability to perform all domestic and other non-occupational functions.</li> </ul>
Paraplegia	the permanent and total paralysis of both legs.
Period of insurance	the period shown in the Policy Schedule.
Permanent	continuing for at least twelve consecutive months and which thereafter will, in the opinion of a registered medical practitioner, be unlikely to materially improve.
Permanent total disablement	subject to restriction 6 under Section A - 'Capital benefit restrictions':
	In the opinion of a registered medical practitioner:
	<ul> <li>the insured person's disability is permanent; and</li> </ul>
	<ul> <li>the insured person is entirely and continuously unable to engage in, perform or attend to any occupation(s), business(es) and profession(s) for which they are reasonably qualified by training, education or experience.</li> </ul>
Place of employment	the site at which you are currently working, or the first or last place of business activity for the day.
Place of residence	your usual place of residence. In the event of temporary absence from your usual place of residence, it also includes the place within the boundary of the temporary accommodation.
Policy Schedule	the schedule of insurance for this Policy which is current at a particular time during the period of insurance, including any endorsement schedule or any renewal schedule.
Pre-disability earnings	<ul> <li>if you are self employed, your gross weekly income from personal exertion after allowing for costs and expenses incurred in deriving that income averaged over the 12 months prior to injury or any shorter period that they have been engaged in their occupation; or</li> <li>if you are an employee, your basic weekly base rate of pay exclusive of overtime payments, bonuses, commission or allowances at the time of injury.</li> </ul>

Word or term	Meaning
Pre-existing condition	any medical condition for which you have required treatment, medication or advice from a registered medical practitioner, chiropractor, physiotherapist, naturopath, psychologist, or psychiatrist in the six months before your commencement date of cover.
Quadriplegia	the permanent and total paralysis of both legs and both arms.
Registered medical practitioner	a medical practitioner or specialist who holds a current registration or licence to practice medicine with the respective Medical Practitioners Board/Medical Board in Australia, other than:
	an insured person;
	a close relative of the insured person; or
	<ul> <li>an employee of the insured or an insured person.</li> </ul>
Spouse/partner	your husband or wife, de-facto or life partner, with whom you have continuously cohabited for a period of six months or more at the time of a covered event.
Temporary partial disablement	you're prevented from carrying out a substantial part of all of the normal duties of your usual occupations, businesses and professions.
Temporary total disablement	you're prevented from carrying out all the normal duties of all your usual occupations, businesses and professions.
We, our or us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You or your	any person described in the Policy Schedule as an insured person.

# Section A - Capital benefits

If the insured has chosen this cover it will be shown on the Policy Schedule.

### What we will pay

We will pay you the amounts set out in the compensation tables 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 will not pay

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

- illness; or
- any benefit from Workers' Compensation or Statutory Transport Accident Scheme.

## **Capital benefit restrictions**

- Any payable condition claimed under capital benefits must occur within 12 months of the date of the accident which resulted in 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 accident.
- 3. If we have paid the disappearance capital benefit we will not pay any other capital benefits under this section.
- 4. The maximum amount we will pay for any one event involving more than one insured person is the aggregate limit of liability shown in the Policy Schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.
- If you become entitled to weekly benefits and a capital benefit, we will pay the higher of the weekly benefit entitlement or the capital benefit entitlement.
- 6. If we do not agree with the opinion provided by a registered medical practitioner in relation to Payable conditions 2 or 3, we will at our expense appoint another registered medical practitioner to examine you. If the registered medical practitioner appointed by us disagrees with the opinion of the first registered medical practitioner with respect to Payable conditions 2 or 3, we will at our expense arrange for you to be examined by an independent registered medical practitioner, who will be appointed by mutual agreement between you and us. In that case, the compensation amount we pay (if any) for either Payable condition 2 or 3 will be based solely on the opinion of the independent registered medical practitioner.

#### Compensation table - Capital benefits

Compensation table - Capital benefits			
Payable condition	Compensation as a percentage of the Maximum Benefit Amount for Capital Benefits shown in the Policy Schedule		
1. Death	100%		
Permanent total disablement	100%		
Permanent disability not otherwise provided	Subject to restriction 6 under 'Capital benefit restrictions', the lesser of:  • the percentage as determined by a registered medical practitioner consistent with the compensation provided in this table; or  • 75%.		
4. Permanent paraplegia	100%		
5. Permanent quadriplegia	100%		
Permanent unsound mind to the extent of legal incapacity	100%		
7. Permanent and incurable paralysis of all limbs	100%		
Permanent total loss of the entire sight of one or both eyes	100%		
Permanent total loss of hearing in both ears	100%		
10. Permanent loss of use of both hands	100%		
11. Permanent loss of use of both arms	100%		
12. Permanent loss of use of both feet	100%		
13. Permanent loss of use of both legs	100%		
14. Permanent loss of use of one hand and one foot	100%		
15. Permanent loss of use of one hand and one arm	100%		
16. Permanent I loss of use of one foot or one leg	50%		
17. Permanent total loss of the lens of one eye	50%		
18. Permanent total loss of the hearing in one ear	50%		

Payable condition	Compensation as a percentage of the Maximum Benefit Amount for Capital Benefits shown in the Policy Schedule
19. Permanent loss of use of four fingers and thumb of either hand	75%
20. Permanent loss of use of four fingers of either hand	40%
21. Permanent loss of use of one thumb, both joint	30%
22. Permanent loss of use of one thumb, one joint	15%
23. Permanent loss of use of a finger, three joints	10%
24. Permanent loss of use of a finger, two joints	8%
25. Permanent loss of use of a finger, one joint	5%
26. Permanent loss of use of all toes of one foot	15%
27. Permanent loss of use of great toe, both joints	5%
28. Permanent loss of use of great toe, one joint	3%
29. Permanent total loss of use of the other toe, (each toe)	1%
30. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%

# **Additional benefits**

Any payable condition claimed under additional capital benefits must occur within 12 months of the date of injury.

No such cover will apply if you are entitled to compensation under any statutory Workers' Compensation scheme or statutory transport accident scheme or any other Commonwealth or government compensation scheme.

#### Disappearance benefit

If you are travelling on a conveyance and:

- your means of transportation disappears, sinks or is wrecked; and
- your body has not been found within one year or a coroner's report or police report has been issued confirming the presumption that you have dies as a result of injury,

we will pay the death benefit to your estate or legal representative, unless we have reason to suspect that you may not have perished.

If we have paid the disappearance benefit we will not pay for any other capital benefits under this Policy. If you are later found to be alive then you, or your estate or legal representative, must refund the amount we have paid.

#### Lifestyle modification benefit

If you suffer an injury which results in a valid claim under Section A - Capital benefits, payable conditions 2, 4, 5 or 7, we will also pay for the costs necessarily incurred by you:

- in modifying your motor vehicle; or
- · in modifying your home; or
- in relocating to a suitable home.

The maximum amount we will pay in total for all costs incurred for lifestyle modification is shown in the Policy Schedule.

# Injury assistance benefit

Where a capital benefit is payable under payable conditions 2 to 14 inclusive, we will also pay expenses incurred for domestic home help from a registered services provider for activities such as shopping, domestic cleaning, washing, cooking, bathing dressing and movement up to \$500 per week for a maximum period of 26 weeks.

#### **Funeral benefit**

If you suffer an injury which results in a valid claim under Section A - Capital benefits, payable condition 1 (Death), we will also reimburse expenses incurred by your estate for your funeral and burial or cremation, up to the maximum amount shown in the Policy Schedule.

#### Credit card debt

Where a capital benefit is payable under payable conditions 1 to 14 inclusive, we will also pay the outstanding balances of your credit card as at the date of injury, up to the maximum amount shown in the Policy Schedule.

#### Broken bones benefit

If you are on a journey and suffer an injury resulting in a broken bone listed in the compensation table, we will pay you the corresponding amount shown in the Compensation table – broken bones benefit.

The Maximum Benefit Amount payable for the broken bones benefit is shown in the Policy Schedule. This is the maximum amount we will pay you in the total for all payable conditions under the broken bones benefit arising from any one accident.

Payable condition	Compensation as a percentage of the broken bone's additional capital benefit
Neck, skull or spine	100%
Hip	75%
Jaw, pelvis, leg, ankle or knee	50%
Cheekbone or shoulder	30%
Nose or collarbone	20%
Arm, elbow or wrist	10%
Foot or hand	5%

In the case of established non-union with respect to any of the above broken bones payable conditions, we will pay you an additional 5% of the broken bones benefit Maximum Benefit Amount shown in the Policy Schedule.

# Section B - Weekly benefits - Injury

If the insured has chosen this cover it will be shown on the Policy Schedule.

# What we will pay

We will pay you for your lost earnings, up to the amounts as set out in the Compensation table - Weekly benefits - Injury if the payable conditions shown:

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

#### What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises:

- · directly or indirectly out of any pre-existing condition; or
- directly out of any illness.

#### Restrictions applicable to Weekly benefits - Injury

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

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

- Weekly benefits will be paid after the excluded period of claim has elapsed.
- We will continue to pay weekly benefits while you suffer temporary total disablement or temporary partial disablement up to a maximum of 156 weeks or any shorter period shown in the Policy Schedule.
- If you are certified by a registered medical practitioner as being fit to return to work in a reduced capacity, but don't return to work, we will pay compensation for partial disablement only.
- We will cease paying you benefits if you retire or accept voluntary redundancy during your period of disablement, unless the retirement or redundancy is a direct result of your total disablement.
- The weekly benefit we pay will be the applicable percentage of your pre-disability earnings shown in the Policy Schedule, up to the maximum amount stated in the compensation table, and will be reduced by any amounts:
  - o you receive or are entitled to receive for sick leave; and
  - you receive or are entitled to receive via any statutory workers compensation or transport accident scheme; and
  - you derive, or are able to derive, as earnings from any gainful occupation.

#### Compensation table - Weekly benefits - Injury

Payable condition - an injury resulting in	Compensation
Temporary total disablement	The applicable percentage of pre-disability earnings, up to the maximum weekly benefit limit, as shown in the Policy Schedule.
Temporary partial disablement	The applicable percentage of pre-disability earnings, up to 40% of the maximum weekly benefit limit, as shown in the Policy Schedule.

#### Rehabilitation benefit

If we pay you a weekly benefit under this section of the Policy, we will also pay for the costs incurred in relation to the same injury for your participation in a return to work programme if your registered medical practitioner is of the view that the programme is likely to be beneficial in aiding your return to work.

The maximum amount we will pay is shown in the Policy Schedule.

#### Chauffeur benefit

If we pay you a weekly benefit under this section of the Policy, we will also pay for expenses incurred for a chauffeur or taxi service to transport you between your usual place of residence and:

- the location of medical consultations you are required to attend; and
- your usual place of work, if you are fit to return to work but your registered medical practitioner certifies that you are unable to drive a vehicle or travel on public transport,

up the maximum amount shown in the Policy Schedule for all chauffeur or taxi services in relation to any one injury.

## **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:

- 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:
  - o involves violence against one or more persons; or
  - o 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.
- radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion;
- 4. intentional self-injury or suicide or any attempt at suicide;
- flying or other aerial activity unless as a passenger in a properly licensed aircraft;
- 6. your or the insured's criminal or illegal act;
- 7. alcoholism, drug addiction;
- 8. psychotic or psychoneurotic disorders;
- 9. participating in or training for any professional sport;
- 10. being under the influence of intoxicating liquor, or drugs which are not prescribed by a registered medical practitioner. We will regard having a blood alcohol reading in excess of the area's legal driving limit as being under the influence of intoxicating liquor;
- 11. any accident, injury, sickness or other event happening to you after you have reached 65 years of age.

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.

#### 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

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

#### Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for us to do so.

#### **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

You must provide reasonable assistance to us, including:

- being truthful and frank at all times;
- telling us as soon as possible if you've been contacted by someone about an incident, such as another insurer or a third party's lawyers;
- attending one or more interviews about the claim if we ask you to:
- appearing in court and providing written or verbal evidence if needed;
- · responding to our requests in a timely manner.

At all times you must refrain from behaving in a way that is improper, hostile, or threatening towards us, our representatives, repairers, or third parties involved in an incident.

If you don't cooperate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

#### Reasonable actions and precautions

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, to the extent that it is caused by or arises from you not complying with all laws relating to the safety of a person or property.

### Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

#### **Claims**

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

- 1. 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 sickness;
- notify us as soon as possible. You will be provided with a claim form and advice on the procedure to follow;
- fully complete our claim form and return it to us within 30 days or as soon as reasonably practicable after a condition for which you are entitled to claim upon occurs;
- at our expense, undergo any medical examination by a registered medical practitioner appointed by us if we reasonably require it;
- provide us with any relevant information about the claim we ask for including:
  - reports or certificates from a registered medical practitioner; or
  - letters and notices you receive from anyone else about your claim.
- You must give us written notice as soon as possible of every claim, writ, summons or proceedings, including any prosecution or inquest, and all relevant information in regard to matters which may lead to cover under this Policy.
- As soon as an event that can justify a claim occurs, you must make reasonable endeavours to minimise the loss or damage.
- 4. We have the sole right to make admissions of liability, and you must not make any such admissions. We may refuse to indemnify or cover you if you admit fault, make any offer of payment or defend a claim in court without our consent.
- We will pay benefits to you unless you instruct us to do otherwise
- 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 section of the Policy.

# **Aggregate limit**

This Policy is subject to an aggregate limit. The aggregate limit is the maximum amount we will pay for all claims arising out of any one event or occurrence. The aggregate limit for this Policy is set out in the Policy Schedule.

If the aggregate limit is not enough to pay all claims in full, then we'll reduce the amount we pay for each claim proportionately.

# How claims administration and legal proceedings are undertaken

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance which may include giving us statements, documents or evidence in any legal proceedings. This may also include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

#### Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware 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 issued to you or 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).

#### **Excluded period of claim**

This Policy is subject to an excluded period of claim. The excluded period of claim set out in the Policy Schedule is the number of days for which we won't pay any benefits under this Policy after you first receive medical treatment by a registered medical practitioner for the injury which resulted in your disablement.

#### Providing proof or evidence

You must be able to demonstrate that you've suffered a loss covered by your Policy for your claim to be accepted. We may ask you for this evidence 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;
- · any medical certificates that relate to your claim; and
- receipts or invoices of items for reimbursement.

#### Subrogation, recovery action and 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.

# **Taxation Implications**

If the insured is a business it must tell us if it is registered, or is required to be registered, for GST. When you do this, we need you to give us:

- the insured's ABN;
- the percentage of any input tax credit the insured will claim, or will be entitled to claim, on the premium.

When we pay a claim, the insured's GST status will determine the amount we pay. 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.

# Other terms

These other terms apply to how your Policy operates.

#### Cancellation

The insured can cancel the Policy at any time by telling us. If there are others named as insured on your Policy, we may rely on a request from one insured to cancel your Policy.

We may cancel the Policy in any of the circumstances permitted by law by informing the insured in writing.

We can also cancel the Policy if the insured's circumstances change and this alters the risk to us in such a significant way that we would not have issued the Policy if we were aware of these circumstances before the start of the Policy.

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

After cancellation, we'll refund the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges.

If a fraudulent claim is made on the Policy, we can cancel it and we won't provide any refund.

#### Jurisdiction

This Policy is governed and construed according to the laws of Australia. You unconditionally agree to submit to the exclusive jurisdiction of the courts of Australia.

#### References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

#### Sending you documents

Documents relating to your insurance policy will be sent by post or email. Where you have been given the choice, they will be sent by your chosen delivery method and you can change your preference at any time.

It is your responsibility to make sure your contact details are current (including telephone number, email and mailing address where relevant) and you must update these as soon as they change.