

# Accident/Illness

## Product Disclosure Statement and Accident & Health Insurance Policy



POLICY

QM181



## About This Booklet

**This booklet contains 2 separate sections:**

**Part A and Part B.**

### **Part A – Product Disclosure Statement (PDS)**

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

### **Part B – Policy Terms and Conditions**

Part B of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your Financial Services Provider.

## **About QBE Commercial**

QBE Commercial is part of QBE Insurance (Australia) Limited, a member of the QBE Group.

QBE Commercial manages over \$1.5 billion in Total Gross Written Premium and distributes its products through professional general insurance intermediaries. QBE Commercial has built up a strong reputation in the intermediary market and will continue to grow within the QBE Group.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

Date of preparation: 17 September 2004

Date effective: 1 January 2005

QM181-0105

Index	Page
-------	------

<b>About This Booklet</b>	1
About QBE Commercial	1
<b>Part A – Product Disclosure Statement (PDS)</b>	4
Insurer	4
Significant benefits and features	4
Significant risks	6
The cost of this insurance Policy	8
Duty of disclosure – What you must tell us	8
Privacy	10
The General Insurance Code of Practice	10
How to make a claim	11
Dispute resolution	11
Taxation implications	11
Cancelling your Policy	12
Cooling-off information	12
<b>Part B – Policy Terms and Conditions</b>	13
Insurer	13
Our agreement with you	13
Your Policy	13
Providing proof	13
Keeping us up to date	14
Jurisdiction	14

Index	Page
-------	------

Subrogation	14
How you can pay your premium	15
Preventing our right of recovery	16
How Goods and Services Tax affects any payments we make	16
Words with special meanings	18
Types of cover	20
<b>Sections</b>	
Section A - Capital Benefits	20
Section B - Weekly Benefits – Injury	23
Section C - Weekly Benefits – Illness	25
Additional benefits	27
When you are not covered	28
General Conditions	30
Claims	31

## **PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR ACCIDENT/ILLNESS INSURANCE POLICY**

### **Insurer**

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

### **Significant benefits and features**

We believe the most significant benefits of this insurance policy are that it offers 24 hour cover for losses resulting from an accident or illness.

At the option of the applicant, the cover may be reduced to 'outside working hours'.

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 Policy provides:

- lump sum payments (if you have chosen cover for capital benefits) for accidental death and other listed conditions, and
- periodic payments (if you have chosen cover for weekly benefits – injury or weekly benefits - illness) to replace income that is lost following an accident or an illness.

### **The Policy does not cover certain things.**

Claims may be refused in certain circumstances. Please refer to Accident/Illness Insurance Policy Terms and Conditions which follow this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover you if a claim arises directly or indirectly out of any of the following:

#### **Section A – Capital Benefits**

- illness
- we will not pay any claim under this section of the Policy for a payable condition which occurs to you after your 65<sup>th</sup> birthday.

#### **Section B – Weekly Benefits – Injury**

- any medical condition for which you have required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, before the commencement date of your cover unless we have agreed to cover these conditions and have endorsed the Policy accordingly
- weekly benefits are not payable for any period after your 65th birthday
- illness.

#### **Section C – Weekly Benefits – Illness**

- any medical condition for which you have required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, before the commencement date of your cover unless we have agreed to cover these conditions and have endorsed the Policy accordingly
- weekly benefits are not payable for any period after your 65th birthday
- injury
- HIV or any condition caused by HIV including AIDS
- pregnancy, childbirth or miscarriage.

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

- (a) war whether declared or not, invasion or civil war, rebellion or insurrection
- (b) the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel
- (c) any act of terrorism

- (d) intentional self injury or suicide or any attempt at suicide
- (e) flying or other aerial activity unless as a fare paying passenger on an airline with scheduled flights
- (f) driving or riding in any kind of race
- (g) motor cycling except for agricultural or pastoral purposes on a motor cycle with an engine capacity of less than 250cc
- (h) your criminal or illegal act
- (i) alcoholism or drug addiction
- (j) participating in or training for any professional sport
- (k) practice for or playing organised football of any kind
- (l) driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law.

These are only some of the events that are not covered by this insurance. Please read the Accident/Illness Insurance Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

The amount of any claim made against the Policy may be reduced where an excluded period of claim applies. An excluded period of claim is the number of days after medical treatment by a registered medical practitioner, for which we will not pay any benefits. An excluded period of claim will apply where you have chosen cover for Weekly Benefits – Injury or Weekly Benefits – Illness.

## Significant risks

### This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part A of this document) and the Policy Terms and Conditions (Part B of this document) carefully. Please ask your Financial Services Provider if you are unsure about any aspect of this product.

The Policy will not cover some health problems you have before you take out cover. Health problems not covered are those that are chronic or that we think are likely to recur.

### Your sum insured may not be adequate

To ensure that the amount of insurance is adequate to cover losses in the event of a claim, you should establish an adequate sum insured when initially arranging cover and also take care to amend the sums insured when your situation changes.

If you have chosen cover for Weekly benefits – Injury or Weekly Benefits – illness and you apply for a weekly benefit sum insured that is less than the earnings you stand to lose, your periodic payments will be capped to the weekly sum insured you choose.

If you have chosen cover for Weekly benefits – Injury or Weekly Benefits – illness and you apply for a weekly benefit sum insured that is more than the earnings you stand to lose, your periodic payment will be capped to the earnings that you actually lose.

### Under insurance

The Policy will pay you the amount of earnings you have lost up to the weekly benefit sum insured you choose.

### Overdue premium

You must pay your premium on time otherwise your Policy may not operate.

If you pay an annual premium and you have not paid by the due date or your payment is dishonoured, or, if you pay your premium by instalments and your first instalment payment is dishonoured, this Policy will not operate and there will be no cover.

If you pay your premium by instalments and any instalment remains unpaid for:

- 14 days or more we may refuse to pay any claim,
- 1 month or more we may cancel this Policy.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in Part B (Terms and Conditions).

### A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

## The cost of this insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

- 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

Premium payments can be made annually or by instalments. You should arrange your method of payment through your Financial Services Provider. A quote for premium may be obtained from your Financial Services Provider.

## Duty of disclosure – What you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

### New business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

- **Who needs to tell us**

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

- **If you do not tell us**

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

### Renewals, variations, extensions and reinstatements

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**

- that diminishes the risk;
- that is of common knowledge;
- that we know or should know in the ordinary course of our business as an insurer; or
- which we indicate we do not want to know.

- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

## Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth) and its principles when collecting and handling your personal information. QBE Commercial has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims you make.

We may need to disclose personal information to our reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaus, credit reference agencies, our advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of litigation.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

Please contact your Financial Services Provider to obtain a copy of the QBE Commercial Privacy Promise information brochure. A copy of the brochure may also be obtained from any QBE Commercial office or from our website at [www.qbecommercial.com](http://www.qbecommercial.com)

## The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to raise standards of practice and service in the insurance industry.

It:

- promotes better communication between insurers and customers which will lead to better public understanding of insurance to allow customers to make informed choices; and
- outlines good standards of practice and service to be met by insurers to enhance their reputation for responding efficiently to their customers' needs.

## How to make a claim

Please contact your Financial Services Provider to make a claim. Full details of what you must do for us to consider your claim are provided in the Claims section in part B of this booklet.

## Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE Commercial office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the General Insurance Enquiries and Complaints Scheme (IEC), an external dispute resolution body.

Access to the Dispute Resolution process is free of any charge to you. In addition, although QBE Commercial is bound by the panel's decision, you are not and you have a right to pursue the matter elsewhere if you disagree.

We will provide the contact telephone number and address of the IEC office upon request.

## Taxation implications

### Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found in Part B Terms and Conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

- The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.
- When we pay a claim, your GST status will determine the maximum amount we pay.

### Other taxation implications

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

### Cancelling your Policy

#### How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to your Financial Services Provider.
- Where “you” involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

#### How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

#### The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

### Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

If your Policy is for an event that will start and finish within the 21 day cooling-off period, you can only exercise your right before the event starts or the expiry of the cooling-off period, whichever is the earlier. For example, for travel insurance, the commencement of the journey is the event.

## PART B – POLICY TERMS AND CONDITIONS FOR ACCIDENT/ILLNESS INSURANCE POLICY

(This Part does not form part of the Product Disclosure Statement)

### Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

### Our agreement with you

This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

The exclusions in the section(s) headed ‘When you are not covered’ and conditions in the section headed ‘General Conditions’ apply to all types of cover.

### Your Policy

Your Accident/Illness Insurance Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask us, or your Financial Services Provider.

The address and telephone number of your QBE Commercial branch are on your Policy Schedule.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

### Providing proof

You should keep documents you will need in case of a claim – for example, documents which substantiate your earnings and any medical certificates that relate to your claim.

## 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.

Otherwise, we may

- cancel the Policy,
- reduce or refuse to pay a claim.

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.

## Jurisdiction

This Policy will be governed and construed in accordance with the laws of the state or territory in Australia in which your registered address is located. You irrevocably and unconditionally agree to submit to the non-exclusive jurisdiction of the courts of that state or territory.

## Subrogation

We are only required to make any payment under this Policy if:

- we can exercise any rights of recovery held by you or the insured person to the extent of that payment; and
- you and any insured person must not do anything that reduces any such rights; and
- you and any insured person must provide reasonable assistance to us in pursuing any such rights.

## How you can pay your premium

You can pay your premium:

- 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.

### Paying your annual premium

You must pay your annual premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

### Paying your instalment premium

If you are paying your premium for the first time by instalments we will deduct instalments each month on the day of the month that you nominate as your payment date.

If you are renewing your Policy and you paid your previous Policy by instalments, we will continue to deduct instalments for your renewed Policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise.

If you have nominated the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of the month as your payment date, we will deduct your instalment payment on the next day if those dates don't occur in a month.

Details of your instalments are shown on your Policy Schedule.

If your first instalment of premium when you take out your Policy or renew it is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for 14 days or more.

If any instalment of premium has remained unpaid for 1 month, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount we pay you under a claim any unpaid premium or instalment of premium.

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than 7 days before your next instalment is due.

### **Preventing our right of recovery**

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

### **How Goods and Services Tax affects any payments we make**

The amount of premium payable by you for this policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the amount we pay.

When you are:

- a) not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST.
- b) registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a Damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

## Words with special meaning

Word or Term	Meaning
Compensation	the amount of benefit shown in the Compensation Tables of this Policy.
Earnings	<p>(a) If you are self employed or a working director</p> <ul style="list-style-type: none"> <li>your gross weekly income from your personal exertion less costs and expenses incurred in deriving that income averaged over the 12 months prior to injury or illness or any shorter period that you have been engaged in your occupation.</li> </ul> <p>(b) If you are an employee</p> <ul style="list-style-type: none"> <li>your gross weekly base rate of pay averaged over the 12 months prior to injury or illness or any shorter period that you have been engaged in your occupation excluding overtime payments, bonuses, commission or allowances.</li> </ul>
Excluded period of claim	the consecutive number of days of disablement specified in the Policy Schedule after medical treatment by a registered medical practitioner.
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 12 months of the injury</li> </ul>
Insured person	any person described in the Policy Schedule as an Insured Person.
Loss	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.

Word or Term	Meaning
Paraplegia	total paralysis of both legs and part or whole of the lower half of the body.
Partial disablement	you are prevented from carrying out a substantial part of all of the normal duties of your usual occupations, businesses and professions.
Period of insurance	the period shown in the 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 injury that entirely prevents you from engaging in any occupation whatsoever.
Physical severance	<p>if it occurs</p> <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>
Policy Schedule	the latest policy schedule we give you, including any endorsement schedule or any renewal schedule.
Quadriplegia	total paralysis of both legs and both arms.
Total disablement	<p>total disablement as a result of injury covered under Weekly Benefits - Injury that entirely prevents an insured person from</p> <ul style="list-style-type: none"> <li>carrying out all the normal duties of their usual occupation, business or profession, or</li> <li>where they are engaged in more than one 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 occurring in the same circumstances resulting from illness.</p>
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035
You, your	the insured shown in the Policy Schedule.

## 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 have chosen this cover it will be shown on your Policy Schedule

### What we will pay

We will pay amounts set out in the compensation table in this section of the Policy as a Capital Benefit in respect of you 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 will not 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

We will not pay any claim under this section of the Policy for a payable condition which occurs to you after your 65th birthday.

The General and Additional Exclusions set out under “When you are not covered” in this Policy may also affect your claim.

### Capital Benefit Restrictions

- Any payable condition claimed under capital benefits must occur within 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.

- All further cover ceases if you become entitled to a capital benefit of more than 75% of the capital sum insured.
- We will not pay any capital benefit for more than one condition at any one time.
- You can only claim one capital benefit for any one condition.
- If you are travelling on a journey and
  - your means of transportation disappears, sinks or is wrecked and
  - your body has not been found within one year we will presume that you have died as a result of injury and will pay the death benefit accordingly.

Compensation Table - Capital Benefits

Injury resulting in: Payable Condition	Compensation as a percentage of the Capital Sum Insured shown in the Policy Schedule
1. Death	100%
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%

Injury resulting in: Payable Condition	Compensation as a percentage of the Capital Sum Insured shown in the Policy Schedule
<b>Permanent physical severance or permanent total loss of use of the following:</b>	
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 and one arm	100%
17. One foot or one leg	100%
18. Four fingers and one thumb	75%
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%
<b>Permanent physical severance or permanent total loss of use of the following:</b>	
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%
<b>Other conditions</b>	
28. Third degree burns which cover more than 50% of the entire body	40%
29. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth - per tooth	1%

#### Modification benefit

Where a capital benefit is payable under payable conditions 2 to 5 inclusive, we will also pay for the cost necessarily incurred by you in modifying your motor vehicle or home or in relocating you to a suitable home, to a maximum sum in all of \$10,000.

## Section B - Weekly Benefits – Injury

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

#### What we will pay

We will pay a weekly benefit of the amounts as set out in the compensation table in this section of the Policy in respect of an insured person 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 any claim under this section of the Policy if a claim arises directly or indirectly out of any of the following:

- any medical condition for which you have required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, before the commencement date of your cover unless we have agreed to cover these conditions and have endorsed the Policy accordingly.
- illness

The General and Additional Exclusions set out under 'When you are not covered' in this Policy may also affect your claim.

#### Weekly Benefit - Injury Restrictions

- (a) Any payable condition claimed must occur within 12 months of the date of injury.
- (b) Successive periods of disablement:
  - 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 disablement.
- (c) Weekly benefits will be paid after the excluded period of claim has elapsed.
- (d) We will pay weekly benefits while you continue to suffer disablement up to a maximum period shown in the Policy Schedule.

- (e) Notwithstanding paragraphs (b) and (d), we will not pay weekly benefits for any 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) Weekly benefits are not payable for any period after your 65th birthday.
- (g) We will stop paying weekly benefits if you commence any new occupation while you are receiving weekly benefits.
- (h) We will stop paying weekly benefits when you become entitled to a capital benefit of 75% or greater of the Capital Sum Insured.
- (i) We will not pay weekly benefits for more than one injury or illness at any one time.

The weekly benefit we pay will be:

- the earnings you have 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,

whichever is less, and will be reduced by:

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

#### Compensation Table - Weekly Benefits - Injury

Injury resulting in: Payable Condition	Compensation
1. Total disablement maximum weekly benefit	as per Policy Schedule
2. Partial disablement maximum weekly benefit	as per 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 a weekly benefit of the amounts as set out in the compensation table in this section of the Policy in respect of an insured person if:

- the payable condition shown occurs during the period of insurance, and
- the payable condition is caused by an illness, and
- you cannot work for more than 5 consecutive days from the first day that you receive medical attention.

### 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:

- any medical condition for which you have required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist before the commencement date of your cover unless we have agreed to cover such conditions and have endorsed the Policy accordingly.
- injury
- HIV or any condition caused by HIV including AIDS
- pregnancy childbirth or miscarriage.

The General and Additional Exclusions set out under 'When you are not covered' in this Policy may also affect your claim.

### Weekly Benefits - Illness Restrictions

- (a) Any payable condition claimed must occur within 12 months of the date of illness.
- (b) Successive periods of disablement:
- resulting from the same illness, 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 disablement.

- (c) Weekly benefits will be paid after the excluded period of claim has elapsed.
- (d) We will pay weekly benefits while you continue to suffer disablement up to the maximum period shown in the Policy Schedule unless the 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 26 weeks.
- (e) Notwithstanding paragraphs (b) and (d), we will not pay weekly benefits for a period of 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) Weekly benefits are not payable for any period after your 65th birthday.
- (g) We will stop paying weekly benefits if you commence any new occupation while you are receiving weekly benefits.
- (h) We will not pay weekly benefits for more than one injury or illness at any one time.

The weekly benefit we pay will be:

- the earnings you have 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,

whichever is less, and will be reduced by:

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

#### Compensation Table - Weekly Benefits -Illness

Illness resulting in: Payable Condition	Compensation
1. Total disablement maximum weekly benefit	as per Policy Schedule
2. Partial disablement maximum weekly benefit	as per Policy Schedule

### Additional benefits for weekly benefits – Injury or Illness

#### Indexed 5 year benefit

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

- the benefit period shown in the Policy Schedule is 260 weeks, and
- we pay you weekly benefits for the same injury or illness for more than 52 weeks

we will increase your weekly benefit each year by either:

- (i) 7% or
- (ii) the increase in the Consumer Price Index (in the State where you live) compared with the previous year, whichever is less.

#### Rehabilitation additional benefit

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

- we consider the program reasonable, and
- your medical practitioner agrees

up to a maximum of \$5000.

## When you are not covered

### General exclusions applying to 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

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 de jure 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) de jure or de facto, and which:

- involves violence against one 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.

### Additional exclusions applying to this Policy

We will not 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 race
- (d) motor cycling except for agricultural or pastoral purposes on a motor cycle with an engine capacity of less than 250cc
- (e) your criminal or illegal act
- (f) alcoholism or drug addiction
- (g) participating in or training for any professional sport
- (h) practice for or playing organised football of any kind
- (i) driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law.

We will not pay for any claim under any section of the Policy if you are over 65 years of age.

## General Conditions

### Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

### Other interests

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

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

### Cancelling your Policy

#### How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

#### How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

### The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

### Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

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

## Claims

- (a) If anything happens that is likely to lead to a claim you must:
- follow medical advice from a qualified 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 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 you receive from anyone else about your claim.
- (b) If you or any insured person act fraudulently we can reject the claim altogether and cancel this Policy.
- (c) You and any insured person 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 and any insured person must make every endeavour to minimise the weekly benefit we are required to pay under this Policy while you or the insured person are disabled.
- (e) In the event of a claim you must advise us of any other insurance you and the insured person have covering the same risk. If you or the insured person can claim from anyone else and we have already paid for the claim, you and the insured person must render all reasonable assistance to us including but not limited to the proper lodgement of a claim in order that we may obtain a rateable recovery from any other Insurer.
- (f) 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 the insured person, except for the death benefit, which we will pay to you.

### 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 excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to 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 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.