



QBE Insurance (Australia) Limited

# Individual Personal Accident and Sickness Insurance for Cbus Members

Product Disclosure Statement and Policy Wording



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。

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 ζητήσετε 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 समझाने 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 ਲੋੜ 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

<b>About this booklet</b>	<b>5</b>
About QBE	5
<b>Important Information</b>	<b>6</b>
The cost of this Policy	6
Cooling off period	6
General Insurance Code of Practice	7
Privacy	7
Complaints	8
Contacting QBE's Customer Care Unit, AFCA or the OAIC	9
Financial Claims Scheme	10
<b>Policy Wording</b>	<b>11</b>
Our agreement	11
Paying your premium	11
Words with special meaning	13
<b>Types of cover</b>	<b>18</b>
Section A – Capital benefits	18
Section B – Weekly benefits – Injury	22
Section C – Weekly benefits – Illness	25
Additional benefits for Weekly benefits – Injury or Illness	28
General exclusions	29
General conditions	32
Claims	34
Other terms	38

---

Date of preparation: 17 June 2021

Date effective: 1 October 2021

QM8459-1021

---

## 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.

Information in this PDS might change. If the change is adverse then either a supplementary PDS or a new PDS will be issued at renewal. You can get an up-to-date copy of all updates (whether adverse or not adverse) at no charge from your financial services provider, simply by calling them.

### For more information or to make a claim

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

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

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

- Your financial services provider.

## About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 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. Our purpose is to give people the confidence to achieve their ambitions.

---

## Important Information

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

### The cost of this Policy

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

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

- the sums insured you choose;
- the age of any person covered by this Policy.

### Cooling off period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

To cancel your Policy within the cooling off period, contact your financial services provider electronically or in writing.

You can also cancel your Policy outside the cooling off period. See 'Cancelling your Policy'.

---

## 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](http://codeofpractice.com.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](http://qbe.com/au)

## Privacy

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

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

---

## 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 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.

### Step 2 – Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

### Step 3 – Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

### Step 4 – 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 IDR 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.

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

#### *Disputes not covered by the AFCA Rules*

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

---

## Contacting QBE's Customer Care Unit, AFCA or the OAIC

### How to contact QBE Customer Care

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

### How to contact AFCA

Phone	1800 931 678 (free call)
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Online	<a href="http://www.afca.org.au">www.afca.org.au</a>
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

### How to contact the OAIC

Phone	1300 363 992  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial Claims Scheme

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	<a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a>

## Policy Wording

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

### Our agreement

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

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

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

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

### How much we'll pay

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

### Paying your premium

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

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

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

### Annual premium

If you pay your premium annually, you need to pay your premium on time to ensure you are covered. If you don't pay the premium your Policy may be cancelled and we'll write to let you know when this will happen.

---

## **Instalment payments**

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

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

If you don't pay the missed instalment and a claim arises, then we will deduct the missed instalment from your claim.

## **At renewal**

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

If you don't want to renew, you must tell us at least seven days before your Policy's end date so that we can arrange for the direct debit to stop in time.

## **Adjustment of premium on renewal**

If we invite you to renew your Policy, we will send you a renewal offer. If you make any changes to your Policy after we send you our renewal offer, and we agree to continue to insure you, we'll send you an updated renewal offer. The updated renewal offer may result in a reduced premium, additional premium, or no change to premium. If any additional premium is applicable, you'll need to pay this to us to ensure your cover is not affected.

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

## **If your payment details change**

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

---

## Words with special meaning

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

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

When we say	We mean
Accident	a single, physical and external event which occurs unexpectedly at a specific and identifiable time and place.
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 from which you have continuously been an insured person under this Policy.
Compensation	the amount of benefit shown in the applicable compensation table in each section of this Policy.
Earnings	<p>If you're self employed or a working director:</p> <ul style="list-style-type: none"> <li>• your gross weekly income from your personal exertion, less</li> <li>• costs and expenses other than fixed business expenses incurred in deriving that income;</li> </ul> <p>averaged over the 12 months prior to injury or illness or any shorter period that you've been engaged in your occupation.</p> <p>If you're an employee, your gross weekly base rate of pay including overtime payments, bonuses, commission or allowances averaged over the 12 months prior to injury or illness or any shorter period that you've been continuously employed.</p>

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

When we say	We mean
Injury	bodily injury which: <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 of use	in connection with a limb or part of a limb means permanent physical severance or permanent and total loss of use.
Occupation	your usual occupation, business, trade or profession shown in the Policy Schedule.
Paraplegia	the permanent and total paralysis of both legs.
Payable condition	the benefit we'll pay in the event you suffer an injury or illness which entitles you to claim compensation under the Policy, up to the amounts specified in the compensation table and the Policy Schedule.
Period of insurance	the period this Policy operates for as shown on your Policy Schedule.
Permanent	continuing for at least 12 consecutive months and which thereafter will, in the opinion of a registered medical practitioner, be unlikely to materially improve.
Permanent total disablement	in the opinion of a registered medical practitioner: <ul style="list-style-type: none"> <li>• the insured person's disability is permanent; and</li> <li>• the insured person is entirely and continuously unable to engage in, perform or attend to any occupation or business whatsoever.</li> </ul>

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

When we say	We mean
Registered medical practitioner	<p>a medical practitioner or specialist who holds a current registration or licence to practise medicine with the respective Medical Practitioners Board / Medical Board in Australia other than:</p> <ul style="list-style-type: none"> <li>• an insured person;</li> <li>• a close relative of the insured person; or</li> <li>• an employee of the insured person.</li> </ul>
Spouse/partner	<p>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.</p>
Temporary partial disablement	<p>you're prevented from carrying out a substantial part of all of the normal duties of your usual occupations, businesses and professions.</p>
Temporary total disablement	<p>you're prevented from carrying out all the normal duties of all your usual occupations, businesses and professions your usual occupation, business or profession.</p>
We, our, us	<p>QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.</p>
You, your	<p>The person(s) named in your Policy Schedule as the insured.</p> <p>Insured persons, who may be eligible to claim under this Policy by operation of s48 of the <i>Insurance Contracts Act</i> as third party beneficiaries.</p>

## Types of cover

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

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

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

### Section A – Capital benefits

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

#### What we will pay

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

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

#### What we will not pay

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

#### Capital benefit restrictions

1. Any payable condition claimed under capital benefits must occur within 12 months of the date of injury.
2. 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.
3. All further cover under this section of the Policy ceases if you become entitled to a capital benefit of 100% of the capital benefit sum insured.
4. We won't pay any capital benefit for more than one payable condition at any one time.
5. You can only claim one capital benefit for an injury, in which case the highest payable condition will be payable.
6. If you're travelling while on a journey, and:
  - Your means of transportation disappears, sinks or is wrecked; and

- Your body hasn't been found within one year or a coroner's report or police report has been issued confirming the presumption that you have died as a result of injury;

we will pay the death benefit accordingly.

7. If we do not agree with the opinion provided by a registered medical practitioner in relation to Payable conditions 2 or 30, 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 30, 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 30 will be based solely on the opinion of the independent registered medical practitioner.

### Compensation table – Capital benefits

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

Payable condition – an Injury resulting in	Compensation as a percentage of the Capital benefit Sum insured shown in the Policy Schedule
10. Permanent total loss of hearing in one ear	50%
Permanent physical severance or permanent total loss of use of the following:	
11. Both hands	100%
12. Both arms	100%
13. Both feet	100%
14. Both legs	100%
15. One hand and one foot	100%
16. One hand or one arm	100%
17. One foot or one leg	100%
18. Four fingers and one thumb	75%
19. Both joints of one thumb	30%
20. One joint of one thumb	15%
21. Three joints of one finger	15%
22. Two joints of one finger	10%
23. One joint of one finger	5%
24. All toes on one foot	15%
25. Great toe - both joints	5%
26. Great toe - one joint	3%
27. Each toe other than great	1%

Payable condition – an Injury resulting in	Compensation as a percentage of the Capital benefit Sum insured shown in the Policy Schedule
Other conditions	
28. Fractured leg or patella with established non union	10%
29. Third degree burns which cover more than 50% of the entire body	40%
30. Permanent disability not otherwise provided for by Payable conditions 2 to 29	Subject to restriction 7 under 'Capital benefit restrictions', the lesser of: <ul style="list-style-type: none"> <li>• the percentage as determined by a registered medical practitioner consistent with the compensation provided in this table; or</li> <li>• 75%</li> </ul>

## Additional benefits applicable to Section A - Capital benefits

### Spouse/partner capital benefit

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

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

## Funeral benefit

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

## Modification benefit

Where a capital benefit is payable under payable conditions 2 to 8 or 11 to 17 inclusive, we will also pay for the cost necessarily incurred in modifying your motor vehicle or home or in relocating you to a suitable home, to a maximum sum in all of \$20,000.

## Section B – Weekly benefits – Injury

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

### What we will pay

We will pay you a weekly benefit of the amount as set out in the compensation table in this section of the Policy if the payable conditions shown are a result of injury which occurs during the period of insurance.

### What we won't pay

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

### Weekly benefit – Injury restrictions

- (a) Any payable condition claimed must occur within 12 months of the date of injury.
- (b) Successive periods of temporary partial disablement or temporary total 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 temporary partial disablement or temporary total disablement.

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

Injury arising from;

- > horse riding, water skiing, basketball, netball, rugby, football, Australian Rules, hockey, surfing, tennis, go karting and body contact sports: 14 days;
- > motorcycling: 21 days;

- > rock climbing, mountaineering, abseiling: 28 days.
  - (d) We will pay weekly benefits while you continue to suffer temporary partial disablement or temporary total disablement up to a maximum period shown in the Policy Schedule.
  - (e) Notwithstanding paragraphs (b) and (d), we won't pay weekly benefits for any temporary partial disablement or temporary total disablement:
    - > when you are on any type of leave for which you are not being paid (unless that leave is a direct result of your injury); or
    - > when you're outside Australia unless you have our prior express consent (which consent shall not be unreasonably withheld), or the injury was sustained outside Australia and your attending registered medical practitioner certifies that you are not medically fit to return to Australia.
  - (f) We won't pay weekly benefits for more than one injury or illness at any one time.
  - (g) We won't pay any weekly benefits to you if there is no loss of earnings as a result of an injury.
  - (h) The reimbursement of fixed business expenses will be payable subject to the following:
    - > we will only reimburse fixed business expenses if you are entitled to claim a weekly benefit for temporary total disablement;
    - > we will only reimburse fixed business expenses for which you can provide evidence of expenses incurred during the period of temporary total disablement;
    - > you must suffer a loss of earnings to be entitled to claim for fixed business expenses, if there is no loss of earnings then no weekly benefit is payable;
    - > reimbursement of fixed business expenses will be apportioned based on the period of time the expense relates to and the period of temporary total disablement;
    - > reimbursement of fixed business expenses is payable up to a maximum benefit period of 52 weeks or any lesser period stated in the Policy Schedule as the benefit period for 'Weekly Benefits - Injury';
    - > the weekly benefit limit shown in the Policy Schedule includes fixed business expenses as part of your declared earnings;
-

- > fixed business expenses will be limited to a maximum of 60% of weekly benefit limit shown in the Policy Schedule;
- > if fixed business expenses exceeds earnings, or the business runs at a loss, then no benefit is payable;
- > the weekly benefit limit is the maximum amount we will pay under this section of the Policy.

The weekly benefit we pay will be:

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

whichever is less, and will be reduced by any amounts you've:

- received from sick leave; and
- received or become entitled to receive from any statutory workers compensation or transport accident scheme; and
- derived as earnings from any gainful occupation.

### Compensation Table – Weekly benefits – Injury

Payable condition – an Injury resulting in	Compensation
1. Temporary total disablement	up to the weekly benefit limit shown in your Policy Schedule.
2. Temporary partial disablement	up to the weekly benefit limit shown in your Policy Schedule.

## Section C – Weekly benefits – Illness

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

### What we will pay

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

- the payable condition shown occurs during the period of insurance; and
- the payable condition is caused by an illness.

### What we will not pay

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

- injury;
- pregnancy, childbirth or complications of these unless you are continuously confined to bed on advice from a registered medical practitioner and the term of the pregnancy has not exceeded 26 weeks.

### Weekly benefits – Illness restrictions

- (a) Any payable condition claimed must occur within 12 months of the date of illness.
  - (b) Successive periods of temporary partial disablement or temporary total 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 temporary partial disablement or temporary total disablement.
  - (c) Weekly benefits will be paid after the excluded period of claim has elapsed. The excluded period of claim for illness is shown in the Policy Schedule.
  - (d) We will pay weekly benefits while you continue to suffer temporary partial disablement or temporary total disablement up to the maximum period shown in the Policy Schedule.
  - (e) Notwithstanding paragraphs (b) and (d), we will not pay weekly benefits for a period of temporary partial disablement or temporary total disablement:
    - > when you are on any type of leave for which you are not being paid (unless that leave is a direct result of your illness);
-

- > when you are outside Australia unless you have our prior express consent (which consent shall not be unreasonably withheld), or the illness arises outside Australia and your attending registered medical practitioner certifies that you are not medically fit to return to Australia.
  - (f) We won't pay weekly benefits for more than one injury or illness at any one time.
  - (g) We won't pay any weekly benefits to you if there is no loss of earnings as a result of an illness.
  - (h) The reimbursement of fixed business expenses will be payable subject to the following:
    - > we will only reimburse fixed business expenses if you're entitled to claim a weekly benefit for temporary total disablement;
    - > we will only reimburse fixed business expenses for which you can provide evidence of expenses incurred during the period of temporary total disablement;
    - > you must suffer a loss of earnings to be entitled to claim for fixed business expenses, if there is no loss of earnings then no weekly benefit is payable;
    - > reimbursement of fixed business expenses will be apportioned based on the period of time the expense relates to and the period of temporary total disablement;
    - > reimbursement of fixed business expenses is payable up to a maximum benefit period of 52 weeks or any lesser period stated in the Policy Schedule as the benefit period for 'Weekly Benefits - Illness'; the weekly benefit limit shown in the Policy Schedule includes fixed business expenses as part of your declared earnings;
    - > fixed business expenses will be limited to a maximum of 60% of weekly benefit limit shown in the Policy Schedule;
    - > if fixed business expenses exceeds earnings, or the business runs at a loss, then no benefit is payable;
    - > the weekly benefit limit is the maximum amount we will pay under this section of the Policy.
-

The weekly benefit we pay will be:

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

whichever is less, and will be reduced by any amounts you've:

- received from sick leave; and
- received or become entitled to receive from any statutory workers compensation or transport accident scheme; and
- derived as earnings from any gainful occupation.

### Compensation table – Weekly benefits – Illness

Payable condition	Compensation
Temporary total disablement	up to the weekly benefit limit shown in your Policy Schedule.
Temporary partial disablement	up to the weekly benefit limit shown in your Policy Schedule.

## Additional benefits for Weekly benefits – Injury or Illness

### Indexed weekly benefit

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

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

we'll increase your weekly benefit each subsequent year by 5%.

### Rehabilitation additional benefit

If we pay you a weekly benefit under this Policy, we'll also pay for the costs incurred for participation in a return to work program, up to a maximum of \$5,000, if your registered medical practitioner agrees that the program is likely to be beneficial in aiding your return to work.

### Chauffeur Services

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

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

up to a maximum of \$2,500.

### Guaranteed Payment

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

---

## General exclusions

These general exclusions apply to all sections of this Policy.

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

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
  - involves violence against one 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

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

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

## Health insurance exclusion

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

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

## Infectious or Contagious Disease Exclusion during a Public Health Emergency of International Concern

This Policy does not cover claims in any way caused by or resulting from an 'infectious or contagious disease', an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a registered medical practitioner before the date of any such declaration(s).

This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

'Infectious or contagious disease' means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

## **Sanctions limitation and exclusion clause**

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 illegal 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. 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 lawyer;
- Attending one or more interviews about the claim if we ask you to;
- Appearing in court and giving evidence if needed;
- Responding to our requests as soon as possible.

At all times you must refrain from behaving in a way that's 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.

## Keeping us up to date

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

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

You must also notify us as soon as possible 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 must notify us as soon as possible if there is any change in your occupation.

We will then decide whether to insure you for your new occupation and if so on what terms.

### **Other interests**

You must not transfer any interests in your Policy without our written consent (which will not be unreasonably withheld).

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

---

## Claims

### What you must do after an incident

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

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

## 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.

## What can affect a claim

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.
-

## 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).

## GST

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

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

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

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

## 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.

## 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; and
  - any medical certificates that relate to your claim.
-

## **Subrogation, recovery action & uninsured loss**

We may, 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.

---

## Other terms

These other terms apply to how your Policy operates.

### **Cancelling your Policy**

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

We may cancel your Policy in any of the circumstances permitted by law (e.g failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.

We can also cancel your Policy if your 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 you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges.

If you make a fraudulent claim on your Policy, we can cancel it and we won't provide any refund.

### **Changing your Policy**

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

### **Jurisdiction**

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

### **Notices**

Any notice we give you will be in writing and will be effective once it's delivered to you. In the case of notices by email, we'll consider an email to be received by you when it enters your mail server, but in any event no later than 24 hours from the time it's sent out of our data system.

It's your responsibility to make sure your current email and mailing address are on record, so you must let your financial services provider know as soon as these change.

---

## 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.
-

QM8459-1021