

# Group Personal Accident

## Product Disclosure Statement and Accident & Health Insurance Policy



POLICY

QM183

## 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 Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

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

## Index Page

<b>About this booklet</b>	1
About QBE Australia	1
<b>Part A – Product Disclosure Statement (PDS)</b>	2
Insurer	2
Significant benefits and features	2
Significant risks	3
The cost of this insurance Policy	3
Duty of Disclosure – What you must tell us	3
Privacy	4
The General Insurance Code of Practice	4
How to make a claim	4
Dispute resolution	4
Taxation implications	4
Cancelling your Policy	5
Cooling-off information	5
<b>Part B – Policy Terms and Conditions</b>	5
Insurer	5
Our agreement with you	5
Your Policy	5
Providing proof	5
Jurisdiction	5
Subrogation	6
How you can pay your premium	6
Preventing our right of recovery	6
How Goods and Services Tax affects any payments we make	6
Words with special meanings	6
Types of cover	7
<b>Sections</b>	
Section A – Capital Benefits	7
Section B – Weekly Benefits – Injury	9
Section C – Weekly Benefits – Illness	9
When you are not covered	10
General conditions	10
Claims	11

## **PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR GROUP PERSONAL ACCIDENT 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 cover for losses resulting from an accident or illness.

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 Group Personal Accident 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
- suicide or attempted suicide.

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

- any medical condition for which the insured person has required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 6 months before the commencement date of their cover
- illness.

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

- any medical condition for which the insured person has required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 6 months before the commencement date of their cover
- injury
- HIV or any variance including AIDS.

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:

- war whether declared or not, invasion or civil war, rebellion or insurrection
- 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
- 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
- intentional self injury or suicide or any attempt at suicide
- flying or other aerial activity unless as a passenger in a properly licenced aircraft
- the insured person's criminal or illegal act
- alcoholism, drug addiction
- psychotic or psychoneurotic disorders
- participating in or training for any professional sport
- being under the influence of intoxicating liquor or drugs unless a registered medical practitioner has prescribed them. We will regard having a blood alcohol reading in excess of the area's legal driving limit as being under the influence of intoxicating liquor.
- We will not pay any benefits under any section of this Policy which are considered to be 'Health Insurance business', as defined within the National Health Act and its Regulations.

We will not pay for any claim under any section of the Policy if the insured person is over 65 years of age.

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

### **The amount of any claim may be reduced**

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 required medical advice or treatment in the 6 months before your cover commences.

### 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 have not paid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

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
- the extent of any flying in private or charter aircraft of any persons covered by this Policy, and
- the number of people to be covered by this Policy.

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. You are required before you enter into, 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.

## 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.), when collecting and handling your personal information. QBE 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 will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaux, 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. We may disclose personal information to people listed as co-insured on your policy and to family members or agents authorised by you. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

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.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001. Telephone: (02) 9375-4656, Fax: (02) 8275-9022 or Email: [compliance.manager@qbe.com](mailto:compliance.manager@qbe.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:

- promote more informed relations between insurers and their customers; and
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

## 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 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 Insurance Ombudsman Service (IOS), an ASIC approved external dispute resolution body.

The IOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of the Service but the determination is not binding on you.

We will provide the contact telephone number and address of the IOS 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 GROUP PERSONAL ACCIDENT 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.

### 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 excesses set out in the section headed ‘What you must pay if you make a claim – Excess’ apply to all claims except where otherwise stated. The amount of any excess that applies to your Policy will be shown on your Policy Schedule.

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 Group Personal Accident 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 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.

### 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 or the insured person must not do anything that reduces any such rights; and
- you or the 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.

### Paying your premium

You must pay your 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.

## 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:

- not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST
- 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 meanings

Word or Term	Meaning
Aggregate limit of liability	the maximum amount we will pay for any one event involving more than one insured person. The aggregate limit of liability is shown in the Policy Schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.
Compensation	the amount of benefit shown in the Compensation Tables of this Policy.
Excluded period of claim	the number of days after medical treatment by a registered medical practitioner, for which an insured person does not receive a weekly benefit.
Illness	any sickness or disease which first occurs during the period of insurance.
Injury	bodily injury resulting from accident and which is not an illness and which <ul style="list-style-type: none"> <li>• occurs during the period of insurance and</li> <li>• within 12 months of the injury, results solely and independently of any other cause in the events covered under this Policy and</li> <li>• includes any condition resulting from exposure to the elements as a result of 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.
Paraplegia	total paralysis of both legs and part or whole of the lower half of the body.
Partial disablement	disablement as a result of injury covered under Weekly Benefits - Injury that prevents an insured person from carrying out a substantial part of all the normal duties of their usual occupation, business or profession.

Word or Term	Meaning
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.
Policy Schedule	the latest policy schedule we give you, including any endorsement schedule or any renewal schedule.
Pre disability earnings	<ol style="list-style-type: none"> <li>If an insured person is self employed: <ul style="list-style-type: none"> <li>gross weekly income from personal exertion after allowing for costs and expenses incurred in deriving that income averaged over the 12 months prior to injury or illness or any shorter period that they have been engaged in their occupation.</li> </ul> </li> <li>If an insured person is an employee: <ul style="list-style-type: none"> <li>basic weekly base rate of pay exclusive of overtime payments, bonuses, commission or allowances at the time of injury or illness.</li> </ul> </li> </ol>
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 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 or us	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You or 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 tables in this section of the Policy in respect of an insured person if the payable conditions shown:

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

### What we will not pay

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

- illness
- suicide or attempted suicide

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 shall 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.
- Any Capital Benefit payable under this section will be reduced by any amounts paid under the Disappearance Capital Benefit.
- The maximum amount we will pay for any one event involving more than one insured person is the aggregate limit of liability shown in the Policy Schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person’s benefit proportionately.

### 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 Disability not otherwise provided	The percentage we determine as being consistent with the compensation provided in this table but not exceeding 75%
4. Permanent paraplegia	100%
5. Permanent quadriplegia	100%
6. Permanent unsound mind to the extent of legal incapacity	100%

## Section A

7. Permanent and incurable paralysis of all limbs	100%
8. Permanent total loss of the entire sight of one or both eyes	100%
<b>Injury resulting in: Payable Condition</b>	<b>Compensation as a percentage of the Capital Sum Insured shown in the Policy Schedule</b>
9. Permanent total loss of hearing in both ears	100%
10. Permanent total loss of the use of both hands	100%
11. Permanent total loss of the use of both arms	100%
12. Permanent total loss of the use of both feet	100%
13. Permanent total loss of the use of both legs	100%
14. Permanent total loss of the use of one hand and one foot	100%
15. Permanent total loss of the use of one hand and one arm	100%
16. Permanent total loss of the lens of one eye	50%
17. Permanent total loss of the hearing in one ear	50%
18. Permanent total loss of the use of one foot or one leg	50%
19. Permanent total loss of the use of four fingers and thumb of either hand	75%
20. Permanent total loss of the use of four fingers of either hand	40%
21. Permanent total loss of the use of one thumb, both joint	30%
22. Permanent total loss of the use of one thumb, one joint	15%
23. Permanent total loss of the use of a finger, three joints	10%
24. Permanent total loss of the use of a finger, two joints	8%
25. Permanent total loss of the use of a finger, one joint	5%
26. Permanent total loss of the use of all the toes of one foot	15%
27. Permanent total loss of the use of great toe, both joints	5%
28. Permanent total loss of the use of great toe, one joint	3%
29. Permanent total loss of the use of other toe, (each toe)	1%

30. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%
-----------------------------------------------------------------------------------------------------	-----

### Additional Capital Benefits

- Any payable condition claimed under Additional Capital Benefits must occur within 12 months of the date of injury.
- 'Break' means a complete break of a bone and does not include a fracture.

### Compensation Table – Additional Capital Benefits

#### Broken Bones Additional Capital Benefit is \$3,000

<b>Injury resulting in the following broken bones: Payable Condition</b>	<b>Compensation as a percentage of the Broken Bones Additional Capital Benefit</b>
1. Neck skull or spine	100%
2. Hip	75%
3. Jaw, pelvis, leg, ankle or knee	50%
4. Cheekbone or shoulder	30%
5. Arm, elbow or wrist	10%
6. Nose or collarbone	20%
7. Foot or hand	5%
8. In the case of established non union of any of the above breaks, an additional	5%

### Lifestyle Modification

#### Additional Capital Benefit is \$10,000

If an insured person is paid a capital benefit under any of payable conditions 2, 4, 5 or 7 we will also pay for the costs necessarily incurred by the insured person in modifying:

- their motor vehicle or
- home or
- in relocating to a suitable home

up to a maximum of \$10,000.

### Disappearance Capital Benefit

If an insured person is travelling on a conveyance and:

- their means of transportation disappears, sinks or is wrecked, and
- their body has not been found within one year

we will presume that they have died as a result of injury and will pay the death benefit accordingly.

If we have paid a disappearance capital benefit we will not pay for any other capital benefits as well.

If the insured person is later found to be alive then you must refund the amount we have paid.

## 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
- are a result of injury.

### What we will not pay

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

- any medical condition for which the insured person has required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 6 months before the commencement date of their cover
- 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

- Any payable condition claimed must occur within 12 months of the date of injury.
- 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.
- Weekly benefits will be paid after the excluded period of claim has elapsed.
- We will continue to pay weekly benefits while the insured person suffers disablement up to a maximum of 156 weeks or any shorter period shown in the Policy Schedule.

The weekly benefit we pay will be

- the amount shown in the compensation table in this section of the Policy, or
- the amount of the insured person's pre disability earnings which they have actually lost,

whichever is less, and will be reduced by weekly benefits paid or payable from any statutory transport accident scheme or statutory workers compensation scheme.

### Compensation Table – Weekly Benefits – Injury

Injury resulting in: Payable Condition	Compensation
1. Total disablement (weekly benefit)	As per Policy Schedule

2. Partial disablement (weekly benefit)	30% of total disablement
-----------------------------------------	--------------------------

### Rehabilitation Additional Benefit

If an insured person is paid a weekly benefit under any of payable conditions under this section we will also pay for the costs incurred by the insured person for:

- participation in a return to work program
- if:
- we consider them reasonable, and
  - the insured person's medical practitioner agrees
- up to a maximum of \$5000.

## 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 conditions shown:

- occur during the period of insurance
- are a result of illness.

### What we will not pay

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

- any medical condition for which the insured person has required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 6 months before the commencement date of their cover
- injury
- HIV or any variance including AIDS.

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

- Any payable condition claimed must occur within 12 months of the date of illness.
- Successive periods of 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 total disablement.
- Weekly benefits will be paid after the excluded period of claim has elapsed.
- We will continue to pay weekly benefits while the insured person suffers total disablement up to a maximum of 156 weeks or any shorter 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

## Section C/When you are not covered/General conditions

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.

The weekly benefit we pay will be:

- (a) the amount shown in the compensation table or
- (b) the insured person's pre disability earnings the amount of the insured person's pre disability earnings which they have actually lost,

whichever is less, and will be reduced by weekly benefits paid or payable from any statutory transport accident scheme or statutory workers compensation scheme.

### Compensation Table – Weekly Benefits – Illness

Illness resulting in: Payable Condition	Compensation
1. Total disablement (weekly benefit)	As per Policy Schedule

### Rehabilitation Additional Benefit

If an insured person is paid a weekly benefit under any of payable conditions under this section we will also pay for the costs incurred by the insured person for participation in a return to work program if:

- we consider the program reasonable and
- the insured person's medical practitioner agrees

up to a maximum of \$5000.

## When you are not covered

### General exclusions applying to this Policy

This Policy excludes loss, 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 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:

1. intentional self injury or suicide or any attempt at suicide
2. flying or other aerial activity unless as a passenger in a properly licensed aircraft
3. the insured person's criminal or illegal act
4. alcoholism, drug addiction
5. psychotic or psychoneurotic disorders
6. participating in or training for any professional sport
7. being under the influence of intoxicating liquor or drugs unless a registered medical practitioner has prescribed them. We will regard having a blood alcohol reading in excess of the area's legal driving limit as being under the influence of intoxicating liquor.

We will not pay any benefits under any section of this Policy which are considered to be 'Health Insurance business', as defined within the National Health Act and its Regulations.

We will not pay for any claim under any section of the Policy if the insured person is 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

1. If anything happens that is likely to lead to a claim you or the insured person must:
  - follow medical advice from a qualified medical practitioner as soon as possible after sustaining injury or illness
  - give us notice in writing, by telephone or in person describing the occurrence
  - tell us promptly
  - fully complete our claim form and return it to us within 30 days after a payable condition occurs
  - 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 the claim.

2. If you or the insured person act fraudulently we can reject the claim altogether and cancel this Policy.
3. You and the insured person must give us written notice as soon as possible of every claim, writ, summons or proceedings, including any prosecution or inquest, and all information in regard to matters which may lead to cover under this Policy.
4. As soon as an event that can justify a claim occurs, the insured person must make every endeavour to minimise the loss or damage.
5. 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 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.
6. We have the sole right to make admissions. We may refuse to protect the insured person if you or the insured person admits fault, makes any offer of payment or defends a claim in court without our consent.
7. We will be entitled to conduct in your name or the insured person’s name the defence or settlement of any claim or to prosecute in your or the insured person’s name.
8. We will pay benefits to you or to the insured person unless you instruct us to do otherwise.

### 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.

