

## Injury/Illness

Product Disclosure Statement and  
Accident & Health Insurance Policy



This Policy is underwritten by QBE Insurance (Australia) Limited  
ABN 78 003 191 035 of 82 Pitt Street, Sydney.

QM181

POLICY





## 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.

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## Part A – Product Disclosure Statement (PDS) for Injury/Illness Insurance Policy

### Insurer

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

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

### Significant benefits and features

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

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

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

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

The Policy provides:

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

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

Claims may be refused in certain circumstances. Please refer to Injury/Illness Insurance Policy Terms and Conditions which follow this PDS for full details of the terms and conditions of cover and exclusions. The Policy will not cover you if a claim arises directly or indirectly out of any of the following:

#### Section A – Capital Benefits

- illness.

#### Section B – Weekly Benefits – Injury

- illness.

#### Section C – Weekly Benefits – Illness

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

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

- (a) war whether declared or not, invasion or civil war, rebellion or insurrection
- (b) the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel
- (c) any act(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
- (d) intentional self injury or suicide or any attempt at suicide
- (e) flying or other aerial activity unless as a fare paying passenger on an airline with scheduled flights
- (f) driving or riding in any kind of motorised race, time trial or practice for such an event
- (g) use of a motorcycle, motor scooter, or all terrain vehicle except for agricultural or pastoral purposes, or commuting directly to and from the Insured person's place of work and the Insured person's home
- (h) a criminal or illegal act committed by You or the Insured person
- (i) alcoholism or drug addiction
- (j) participating in or training for any professional sport
- (k) driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law
- (l) any pre-existing condition.

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

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

## Significant risks

### This product may not match your expectations

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

The Policy will not cover some health problems the Insured person had before cover commenced. Health problems not covered are those that are chronic or we think are likely to recur.

### Your sum insured may not be adequate

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

If you have chosen cover for Weekly benefits – Injury or Weekly Benefits – illness and you apply for a weekly benefit sum insured that is less than the Insured person's earnings he or she stand to lose, the Insured person's 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 Insured person's earnings he or she stand to lose, their periodic payment will be capped to the earnings that he or she actually lose.

### Under insurance

The Policy will pay Insured Person the amount of earnings lost by The Insured up to the weekly benefit sum chosen.

## Overdue premium

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

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

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

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

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

## A claim may be refused

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

## The cost of this insurance Policy

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

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

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

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

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

## Duty of Disclosure – What you must tell us

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

### New business

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

When answering our questions you must be honest.

- **Who needs to tell us**

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

- **If you do not tell us**

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

### Renewals, variations, extensions and reinstatements

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

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

- that diminishes the risk
- that is of common knowledge

- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

- **If you do not tell us**

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

## Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), 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 or claims made against you. 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, investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or litigation. We may disclose personal information to people listed as co-insured on your policy and to family members or agents authorised by you. Computer systems and support services may be provided to us by related companies within the QBE Group that may be located overseas. 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 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;
- 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 and the Insured person must do for us to consider a 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 Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS 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 FOS but the determination is not binding on you.

We will provide the contact telephone number and address of the FOS 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, unless you have chosen to pay by instalments.

### **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.

### **Financial Claims Scheme**

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

More information may be obtained from APRA - [www.apra.gov.au](http://www.apra.gov.au) or 1300 55 88 49.

## **Part B – Policy Terms and Conditions for Injury/Illness Insurance Policy**

### **Insurer**

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

### **Our agreement with you**

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

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

### **Your Policy**

Your Injury/Illness Insurance Policy consists of 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.

### **Keeping us up to date**

You or the Insured person must notify us immediately if you become aware that you are suffering from any medical condition which

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

Otherwise, we may

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

You or the Insured person must also notify us immediately if

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

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

## Jurisdiction

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

## Subrogation

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

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

## How you can pay your premium

You can pay your premium:

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

### Paying your annual premium

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

### Paying your instalment premium

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

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

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

Details of your instalments are shown on your Policy Schedule.

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

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

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

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

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

### Preventing our right of recovery

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

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

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

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

When you are:

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

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

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

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

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

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

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

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

## Types of cover

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

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

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

## Section A – Capital Benefits

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

### What we will pay

We will pay amounts set out in the compensation table in this section of the Policy as a Capital Benefit in respect of the Insured person if any of the payable conditions shown:

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

### What we will not pay

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

- Illness
- Suicide or attempted suicide

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

### Capital Benefit Restrictions

- Any payable condition claimed under capital benefits must occur within 12 months of the date of injury.
- Any capital benefit payable will be reduced by any amount of any other capital benefit we have paid or are liable to pay in connection with the same injury.
- We will not pay a capital benefit for 'Payable Condition 2: Permanent Total Disablement' once the Insured person attains the age of 65

- All further cover under this policy ceases if the Insured person becomes entitled to a capital benefit of more than 75% of the capital benefit sum insured.
- We will not pay any capital benefit for more than one payable condition at any one time.
- The Insured person can only claim one capital benefit for an injury, in which case the highest Payable Condition will be payable
- If the Insured person is travelling on a journey, and
  - their means of transportation disappears, sinks or is wrecked, and
  - the Insured person's body has not been found within one year we will presume that he or she had died as a result of injury and will pay the death benefit accordingly.

#### Compensation Table – Capital Benefits

Payable Condition – an Injury resulting in	Compensation as a percentage of the Capital Benefit Sum Insured shown in the Policy Schedule
1 Death	100%
2 Permanent Total Disablement	100%
3 Permanent quadriplegia	100%
4 Permanent paraplegia	100%
5 Permanent and incurable paralysis of all limbs	100%
6 Permanent unsound mind to extent of legal incapacity	100%
7 Permanent total loss of sight in one or both eyes	100%
8 Permanent total loss of hearing in both ears	100%
9 Permanent total loss of the lens of one eye	50%
10 Permanent total loss of hearing in one ear	50%

Payable Condition – an Injury resulting in	Compensation as a percentage of the Capital Benefit Sum Insured shown in the Policy Schedule
<b>Permanent physical severance or permanent total loss of use of the following:</b>	
11 Both hands	100%
12 Both arms	100%
13 Both feet	100%
14 Both legs	100%
15 One hand and one foot	100%
16 One hand 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%
<b>Other conditions</b>	
28 Fractured leg or patella with established non union	10%
29 Third degree burns which cover more than 50% of the entire body	40%
30 Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth - per tooth	1%

## Additional Benefits applicable to Section A - Capital Benefits

### Spouse Capital Benefit

If during the period of insurance the Insured person's spouse dies as a result of an injury, we will pay to the Insured person 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

In event the Insured person suffers an injury which results in the Insured person's 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 incurred by the Insured person's estate, up to a maximum of \$5,000.

### Modification benefit

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

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

## 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 amount as set out in the compensation table in this section of the Policy in respect of an Insured person if the payable conditions shown:

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

### What we will not pay

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

- illness

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

### Weekly Benefit – Injury Restrictions

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

will be considered as one period of partial or total disablement.
- (c) Weekly benefits will be paid after the excluded period of claim has elapsed.
- (d) We will pay weekly benefits while the Insured person continues to suffer partial or total disablement up to a maximum period shown in the Policy Schedule.
- (e) Notwithstanding paragraphs (b) and (d), we will not pay weekly benefits for any partial or total disablement:
  - which commences or recurs after the expiry of this Policy, or
  - when the Insured person is on unpaid leave or on maternity leave
  - when the Insured person is outside Australia.

- (f) We will stop paying weekly benefits if the Insured person commences any new occupation while he or she are receiving weekly benefits.
- (g) We will stop paying weekly benefits when the Insured person becomes entitled to a capital benefit of more than 75% of the Capital Benefit sum insured, except for 'Payable Condition 3. Permanent quadriplegia' and 'Payable Condition 4. Permanent paraplegia' in which case we will pay the balance of weekly benefits entitlements, up to the maximum benefit period shown in the policy schedule.
- (h) We will not pay weekly benefits for more than one injury or illness at any one time.
- (i) We will not pay any weekly benefits to the Insured person if there is no loss of Earnings as a result of an injury.
- (j) The reimbursement of Fixed Business Expenses will be payable subject to the following:
- we will only reimburse Fixed Business Expenses if the Insured person is entitled to claim a weekly benefit for Total disablement;
  - we will only reimburse Fixed Business Expenses for which the Insured person can provide evidence of expenses incurred during the period of Total Disablement;
  - the Insured person must suffer a loss of taxable income to be entitled to claim for Fixed Business Expenses, if there is no loss of taxable income then no weekly benefit is payable;
  - reimbursement of Fixed Business expenses will be apportioned based on the period of time the expense relates to and the period of Total disablement;
  - reimbursement of Fixed Business Expenses is payable up to a maximum benefit period of 52 weeks or lesser period as stated in the Policy Schedule;
  - the weekly benefit limit shown in the Policy Schedule includes Fixed Business Expenses as part of the Insured person's declared Earnings;
  - Fixed Business Expenses will be limited to a maximum of 60% of weekly benefit limit shown in the Policy Schedule;
  - 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 the Insured person has actually lost, or
- the amount shown in the compensation table in this section of the Policy, or
- a fixed percentage of the Insured person's earnings shown in the Policy Schedule,
- including Fixed Business Expenses to a maximum of 60% of the weekly benefit limit shown in the policy schedule if the Insured person is self employed or a working director,

whichever is less, and will be reduced by:

- any amounts the Insured person is entitled to receive from:
  - sick leave
  - any statutory workers compensation or transport accident scheme, and
- income that the Insured person derives or is able to derive from any gainful occupation.

#### Compensation Table – Weekly Benefits – Injury

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

## Section C – Weekly Benefits – Illness

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

### What we will pay

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

- the payable condition shown occurs during the period of insurance, and
- the payable condition is caused by an illness, and
- he or she cannot work for more than 5 consecutive days from the first day that he or she receive treatment or advice from a Registered Medical Practitioner.

### What we will not pay

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

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

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

### Weekly Benefits – Illness Restrictions

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

will be considered as one period of partial or total disablement.
- (c) Weekly benefits will be paid after the excluded period of claim has elapsed.
- (d) We will pay weekly benefits while the Insured person continues to suffer partial or total disablement up to the maximum period shown in the Policy Schedule unless the partial or total disablement is caused directly or

indirectly by mental illness or disorders (including but not limited to anxiety disorders, nervous disorders, depression, stress, fatigue, exhaustion, psychiatric complications of physical disorders, behavioural disorders) or chronic fatigue syndrome. In that case we will pay up to a maximum of 26 weeks.

- (e) Notwithstanding paragraphs (b) and (d), we will not pay weekly benefits for a period of partial or total disablement:
  - which commences or recurs after the expiry of this Policy, or
  - when the Insured person is on unpaid leave or on maternity leave
  - when the Insured person is outside Australia.
- (f) We will stop paying weekly benefits if the Insured person commences any new occupation while he or she are receiving weekly benefits.
- (g) We will not pay weekly benefits for more than one injury or illness at any one time.
- (h) We will not pay any weekly benefits to the Insured person if there is no loss of Earnings as a result of an illness.
- (i) The reimbursement of Fixed Business Expenses will be payable subject to the following:
  - we will only reimburse Fixed Business Expenses if the Insured person is entitled to claim a weekly benefit for Total disablement;
  - we will only reimburse Fixed Business Expenses for which the Insured person can provide evidence of expenses incurred during the period of Total Disablement;
  - the Insured person must suffer a loss of taxable income to be entitled to claim for Fixed Business Expenses, if there is no loss of taxable income then no weekly benefit is payable;
  - reimbursement of Fixed Business expenses will be apportioned based on the period of time the expense relates to and the period of Total disablement;
  - reimbursement of Fixed Business Expenses is payable up to a maximum benefit period of 52 weeks, except Weekly benefit - Illness Restrictions (d) which is limited to 26 weeks, or lesser period as stated in the Policy Schedule;

- the weekly benefit limit shown in the Policy Schedule includes Fixed Business Expenses as part of the Insured person's declared Earnings;
- Fixed Business Expenses will be limited to a maximum of 60% of weekly benefit limit shown in the Policy Schedule;
- 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 the Insured person has actually lost, or
- the amount shown in the compensation table in this section of the Policy, or
- a fixed percentage of the Insured person's earnings shown in the Policy Schedule,
- including Fixed Business Expenses to a maximum of 60% of the weekly benefit limit shown in the policy schedule if the Insured person is self employed or a working director,

whichever is less, and will be reduced by:

- any amounts the Insured person is entitled to receive from:
  - sick leave
  - any statutory workers compensation or transport accident scheme, and
- income that the Insured person derives or is able to derive from any gainful occupation.

#### Compensation Table – Weekly Benefits – Illness

Payable Condition – an Illness resulting in:	Compensation
1 Total disablement	up to the weekly benefit limit shown in your Policy Schedule
2 Partial disablement	up to the weekly benefit limit shown in your Policy Schedule

## Additional benefits for weekly benefits – Injury or Illness

### Indexed Weekly Benefit

If we pay the Insured person a weekly benefit under this Policy and:

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

we will increase the Insured person's weekly benefit each subsequent year by either:

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

whichever is the lesser.

### Rehabilitation additional benefit

If we pay the Insured person a weekly benefit under this Policy, 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 Registered Medical Practitioner agrees

up to a maximum of \$5000.

## Exclusions – when you are not covered

### General exclusions applying to this Policy

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

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. Any act(s) of terrorism 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:

- (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) use of a motorcycle, motor scooter, or all terrain vehicle except for agricultural or pastoral purposes, or commuting directly to and from the Insured person's place of work and the Insured person's home
- (e) a criminal or illegal act committed by You or the Insured person
- (f) alcoholism or drug addiction
- (g) participating in or training for any professional sport,
- (h) driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law
- (i) any pre-existing condition.

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 and the Private Health Insurance Act 2007 and its Regulations.

## General conditions

### Changing your Policy

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

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

### Other interests

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

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

### Cancelling your Policy

#### How you may cancel this Policy

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

#### How we may cancel this Policy

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

#### The premium

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

### Notices

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

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

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

## Claims

- (a) If anything happens that is likely to lead to a claim you or the Insured person must:
- follow medical advice from a registered medical practitioner as soon as possible after sustaining injury or illness, and
  - give us notice in writing, by telephone or in person describing the occurrence, and
  - tell us promptly, and
  - fully complete our claim form and return it to us within 30 days after a payable condition occurs, and
  - at our expense, undergo any medical examination by a doctor appointed by us if we require it, and
  - at your expense, provide us with any information about the claim we ask for including:
    - doctor's reports
    - letters and notices received from anyone else about the claim.
- (b) If you or any Insured person act fraudulently we can reject the claim altogether and cancel this Policy.
- (c) You and any Insured person must give us written notice as soon as possible of every event, and all information in regard to matters which may lead to cover under this Policy.
- (d) You and any Insured person must make every endeavour to minimise the weekly benefit we are required to pay under this Policy while you or the Insured person are disabled.
- (e) In the event of a claim you must advise us of any other insurance you and the Insured person have covering the same risk. If you or the Insured person can claim from anyone else and we have already paid for the claim, you and the Insured person must render all reasonable assistance to us including but not limited to the proper lodgement of a claim in order that we may obtain a rateable recovery from any other Insurer.
- (f) If you have made a claim under this Policy we will pay all benefits to you except for the death benefit, which will be paid to your legal personal representative. If a claim has been made by an Insured person other than you, we will pay all benefits to the Insured person, except for the death benefit, which we will pay to the Insured person's legal personal representative.

**What we do**

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

**What can affect a claim**

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you or the Insured person are in breach of the 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.

**Definitions – words with special meaning**

Word or Term	Meaning
Compensation	the amount of benefit shown in the Compensation Tables of this Policy.
Earnings	<p>(a) If the Insured person is self employed or a working director</p> <ul style="list-style-type: none"> <li>• the Insured person's gross weekly income from the Insured person's personal exertion less costs and expenses other than Fixed Business Expenses incurred in deriving that income averaged over the 12 months prior to injury or illness or any shorter period that the Insured person has been engaged in his or her occupation</li> </ul> <p>(b) If the Insured person is an employee</p> <ul style="list-style-type: none"> <li>• the Insured person's gross weekly base rate of pay averaged over the 12 months prior to injury or illness or any shorter period that he or she have been engaged in the Insured person's occupation excluding overtime payments, bonuses, commission or allowances.</li> </ul>
Excluded period of claim	the consecutive number of days of disablement specified in the Policy Schedule after medical treatment by a registered medical practitioner.
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; superannuation; worker compensation payments; payroll tax; insurance, rent or mortgage Interest payments; bank or postal charges; electricity, water, gas or telephone charges; laundry or cleaning charges; property rates; hire purchase or leasing of equipment or automobile; and general office related charges</li> </ul>

Word or Term	Meaning
Fixed Business Expenses (continued)	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.
Illness	any sickness or disease or degenerative condition which first occurs during the period of insurance.
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 physical severance or permanent loss of use.
Occupation	your usual occupation, business, trade or profession shown in the Policy Schedule.
Paraplegia	total paralysis of both legs and part or whole of the lower half of the body.
Partial disablement	the Insured person prevented from carrying out a substantial part of all of the normal duties of the Insured person's usual occupations, businesses and professions.
Payable Condition	is the benefit we will pay in the event the Insured person suffers an injury or illness and entitles them to claim compensation under the Policy, up to the amounts specified in the Compensation Table and the Policy Schedule.
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.

Word or Term	Meaning
Permanent total disablement	total disablement as a result of any injury and which will continue for at least twelve (12) months, and thereafter will in all probability continue for life, and which entirely prevents the Insured person from engaging in any occupation or business whatsoever.
Physical severance	if it occurs <ul style="list-style-type: none"> <li>to a hand or foot at or above the wrist or ankle,</li> <li>to an arm or leg at or above the elbow or knee and</li> <li>to a finger or toe at or above the third joint from its extremity.</li> </ul>
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, 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, advice or attention from a Registered Medical Practitioner, chiropractor, physiotherapist, psychiatrist or naturopath, at any time prior to the commencement of each period of insurance. This does not include the common cold or flu viruses.
Professional sport	is an activity which is competitively engaged in, governed by a set of rules or customs, requiring physical exertion, for which the Insured person receives a financial reward, payment or remuneration for the Insured person's efforts and/or achievements. This will not include Insured person who participates in sporting activities on an amateur basis (i.e. financial reward, payment or remuneration is less than 20% of the Insured person's earnings)
Quadriplegia	total paralysis of both legs and both arms.

## Definitions

Word or Term	Meaning
Registered Medical Practitioner	is a medical practitioner who holds a current registration with the respective Medical Practitioners Board / Medical Board in Australia.
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 the Insured person's usual occupation, business or profession, or</li><li>• where the Insured person is engaged in more than one occupation, business or profession, carrying out all of the normal duties of all of them.</li></ul> <p>If Weekly Benefits – Illness cover has been selected, total disablement will also mean such inability resulting from illness.</p>
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035
You, your	the insured shown in the Policy Schedule.