

**QBE** Insurance (Australia) Limited

**Voluntary Workers** 

Product Disclosure Statement and Policy Wording

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

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

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

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

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

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

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

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

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

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

# Contents

About this booklet	4
Important Information	4
Group policies: About your right to access cover	4
General Insurance Code of Practice	4
Privacy	5
Complaints	5
Contacting QBE's Customer Care Unit, AFCA or the OAIC	5
Financial Claims Scheme	5
Policy Wording	6
Section A - Capital benefits	7
Section B - Weekly benefits - Injury	9
Section C	10
Section D - Injury assistance benefits	10
Section E – Non Medicare medical expenses	10
General exclusions	11
General conditions	12
Claims	12
Other terms	13

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# About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

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

### For more information or to make a claim

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

 your financial services provider. The contact details for your financial services provider are set out in the Policy Schedule.

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

your financial services provider.

# **About QBE**

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

# **Important Information**

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

# Group policies: About your right to access cover

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

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

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

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

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

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

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

Nothing prevents you from entering into other arrangements regarding insurance.

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

# **General Insurance Code of Practice**

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

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

## **Privacy**

We take the security of your personal information seriously.

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

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

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

# Complaints

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

## Step 1 - Talk to us

Your first step is to get in touch with the team looking after your Policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

## Step 2 - Customer Care

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

## Step 3 - Internal Dispute Resolution

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

## Step 4 - Still not resolved?

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

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

Disputes not covered by the AFCA Rules

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

## Privacy complaints

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

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

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

How to contact QBE Customer Care		
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).	
	Calls from mobiles, public telephones or hotel rooms may attract additional charges.	
Email	complaints@qbe.com, to make a complaint.	
	<ul> <li>privacy@qbe.com, to contact us about privacy or your personal information.</li> </ul>	
	<ul> <li>customercare@qbe.com, to give feedback or pay a compliment.</li> </ul>	
Post	Customer Care, GPO Box 219, Parramatta NSW 2124	

How to contact AFCA		
Phone	1800 931 678 (free call)	
Email	info@afca.org.au	
Online	www.afca.org.au	
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001	

How to contact the OAIC		
Phone	1300 363 992	
	Calls from mobiles, public telephones or hotel rooms may attract additional charges.	
Email	enquiries@oaic.gov.au	
Online	www.oaic.gov.au	

## **Financial Claims Scheme**

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

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

# **Policy Wording**

# Our agreement

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

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

## How much we'll pay

The most we'll pay for a claim is the sum insured set out in the Policy Schedule for the cover or section you're claiming under.

## Words with special meanings

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

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

Word or term	Meaning
accident	a single, physical and external event which occurs unexpectedly at a specific and identifiable time and place.
aggregate limit of liability	the maximum amount we will pay for any one event involving more than one person who is insured under this Policy. 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 yours and each person's benefit proportionately.
compensation	the amount or percentage of benefit shown in the compensation tables of this Policy for a payable condition or payable event under each section of the Policy.
close relative	a spouse/partner, parent, parent-in-law, step- parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half- brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, step-child, grandparent or grandchild.
excluded period of claim	the number of days of disablement after medical treatment by a registered medical practitioner, for which you will not receive a weekly benefit.
illness	any sickness or disease or degenerative condition.

Word or term	Meaning	
injury	bodily injury resulting from an accident, which is not an illness and which:	
	occurs during the period of insurance;	
	<ul> <li>within 12 months of the injury, results solely and independently of any other cause in the events covered under this Policy; and</li> </ul>	
	<ul> <li>includes any condition resulting from exposure to the elements as a result of injury.</li> </ul>	
insured person	the person(s), companies and firms named on the Policy Schedule as the 'Insured'.	
payable condition	is the condition which is set out in the 'Compensation table' and/or the 'Policy Schedule' under each section of the Policy.	
payable event	is the event which is set out in the 'Compensation table' and/or the 'Policy Schedule' under each section of the Policy.	
period of insurance	the period shown in the Policy Schedule.	
permanent	continuing for at least twelve consecutive months and which thereafter will, in the opinion of a registered medical practitioner, be unlikely to materially improve.	
Permanent total	subject to restriction 5 under Section A - 'Capital benefit restrictions':	
disablement	In the opinion of a registered medical practitioner:	
	<ul> <li>the insured person's disability is permanent; and</li> </ul>	
	<ul> <li>the insured person is entirely and continuously unable to engage in, perform or attend to any occupation(s), business(es) and profession(s) for which they are reasonably qualified by training, education or experience.</li> </ul>	
Policy Schedule	the latest Policy Schedule we give you, including any endorsement schedule or any renewal schedule.	
pre disability earnings	If you are self employed, your gross weekly income from personal exertion after allowing for costs and expenses incurred in deriving that income averaged over the 12 months prior to injury or any shorter period that you have been engaged in your occupation; or	
	If you are an employee, your basic weekly base rate of pay exclusive of overtime payments, bonuses, commission or allowances at the time of injury; or	
	If you are an employee and have elected to salary sacrifice income, your basic weekly base rate of pay will be deemed to mean the total cost of employment inclusive of such income salary sacrificed.	

Word or term	Meaning
pre-existing condition	any medical condition for which you have required treatment, medication or advice from a registered medical practitioner, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the six months before your commencement date of cover.
professional sport	is an activity which is competitively engaged in, governed by a set of rules or customs, requiring physical exertion and for which the participant receives a financial reward, payment or remuneration for their efforts and/or achievements.  Professional sport does not include amateur
	sporting activities for which the participant has not or will not receive any financial reward, payment or remuneration.
registered medical practitioner	a medical practitioner or specialist who holds a current registration or licence to practice medicine with the respective medical practitioners board or medical board (or similar) in the country that the medical practitioner is providing medical services in, other than:
	an insured person;
	a close relative of the insured person; or
	<ul> <li>an employee of the insured or an insured person.</li> </ul>
spouse/partner	your husband or wife, de-facto or life partner, with whom you have continuously cohabited for a period of six months or more at the time of a covered event.
temporary partial disablement	disablement as a result of injury that prevents you from carrying out a substantial part of all the normal duties of your usual occupation(s), business(s) or profession(s).
temporary total disablement	total disablement as a result of injury that entirely prevents you from:
	<ul> <li>carrying out all the normal duties of your usual occupation, business or profession, or</li> </ul>
	<ul> <li>If you are engaged in more than one occupation, business or profession, all of them.</li> </ul>
voluntary work	unpaid voluntary work performed for or on behalf of the insured and includes necessary direct travel to and from and during such voluntary work unless otherwise shown in your Policy Schedule.
we, our or us	QBE Insurance (Australia) Limited, ABN 78 003 191 035 AFSL 239545.
you or your	any person described in the Policy Schedule as an insured person.

# Section A - Capital benefits

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

## Words with special meanings

In this section the following words have the meanings set out below:

Word or Term	Meaning
broken	a complete break of a bone and does not include a fracture.
loss of use	in connection with a limb or part of a limb means:
	<ul> <li>permanent physical severance, or</li> </ul>
	<ul> <li>permanent and total loss of use, including the loss of ability to perform all domestic and other non-occupational functions.</li> </ul>
paraplegia	the permanent and total paralysis of both legs.
quadriplegia	the permanent and total paralysis of both legs and both arms.

## What we will pay

We will pay you the amounts set out in the compensation tables in this section of the Policy if the payable conditions shown:

- · occur during the period of insurance, and
- are a result of injury during voluntary work.

# What we will not pay

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

## **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.
- any capital benefit payable under this section will be reduced by any amounts paid under the Disappearance capital benefit.
- 4. the maximum amount we will pay for any one event involving more than one insured person is the aggregate limit of liability shown in the Policy Schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.
- 5. If we do not agree with the opinion provided by a registered medical practitioner in relation to Payable conditions 2 or 3, we will at our expense appoint another registered medical practitioner to examine you. If the registered medical practitioner appointed by us disagrees with the opinion of the first registered medical practitioner with respect to Payable conditions 2 or 3, we will at our expense arrange for you to be examined by an independent registered medical practitioner, who will be appointed by mutual agreement between you and us. In that case, the compensation amount we pay (if any) for either Payable condition 2 or 3 will be based solely on the opinion of the independent registered medical practitioner.

# Compensation table - Capital: "Permanent disablement"

	ury resulting in payable ndition	Compensation as a percentage of the capital sum insured shown in the Policy Schedule
1.	Death	100%
2.	Permanent total disablement – persons 70 years and under	100%
3.	Permanent disability not otherwise provided – persons 70 years and under	Subject to restriction 5 under 'Capital benefit restrictions', the lesser of:
		the percentage as determined by a registered medical practitioner consistent with the compensation provided in this table, or
		• 75%.
4.	Permanent paraplegia – persons 70 to 80 years	100%
5.	Permanent quadriplegia – persons 70 to 80 years	100%
6.	Permanent unsound mind to the extent of legal incapacity	100%
7.	Permanent and incurable paralysis of all limbs	100%
8.	Permanent and total loss of entire sight of one or both eyes	100%
9.	Permanent total loss of hearing in both ears	100%
10.	Permanent total loss of use of both hands	100%
11.	Permanent total loss of use of both arms	100%
12.	Permanent total loss of use of both feet	100%
13.	Permanent total loss of use of both legs	100%
14.	Permanent total loss of use of one hand and one foot	100%
15.	Permanent total loss of 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%

Injury resulting in payable condition	Compensation as a percentage of the capital sum insured shown in the Policy Schedule
18. Permanent total loss of use of one foot or one leg	50%
19. Permanent total loss of use of four fingers and thumb of either hand	75%
20. Permanent total loss of use of four fingers of either hand	40%
21. Permanent total loss of use of one thumb	30%
22. Permanent total loss of use of one thumb, one joint	15%
23. Permanent total loss of use of a finger, three joints	10%
24. Permanent total loss of use of a finger, two joints	8%
25. Permanent total loss of use of a finger, one joint	5%
26. Permanent total loss of use of all the toes of one foot	15%
27. Permanent total loss of use of great toe, both joints	5%
28. Permanent total loss of use of great toe, one joint	3%
29. Permanent total loss of 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 applicable to Section A – Capital benefits

The following additional benefits automatically apply if you have chosen and it is shown in your Policy Schedule.

## Broken bones benefit

If you are undertaking voluntary work or as specified in the time of operation of cover and suffer an injury resulting in a broken bone we will pay you an additional benefit for the amount shown in the compensation table.

The broken bones benefit sum insured is \$5,000. This is the maximum amount we will pay for any and all broken bones arising from any one injury.

#### Compensation table - Broken bones benefit

Injury resulting in the following broken bones: payable condition	Compensation as a percentage of the Broken Bones Additional Capital Benefit shown in the Policy Schedule
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%
In the case of established     non union of any of the     above breaks, an additional	5%

## Lifestyle modification benefit

If you are paid a capital benefit under any of payable conditions 2, 4, 5 or 7 we will also pay for the costs necessarily incurred by you:

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

We will pay up to a maximum of \$20,000.

## **Funeral benefit**

In the event you suffer an injury which results in your death which results in an entitlement to claim under Section A – Capital benefits, 'Payable condition item 1: Death' of this Policy, in addition we will reimburse funeral expenses incurred by your estate, up to a maximum of \$5,000.

## Disappearance benefit

If you are travelling on a conveyance and:

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

we will pay the death benefit accordingly. If we have paid a disappearance capital benefit we will not pay for any other capital benefits under this Policy.

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

## Exposure

If by reason of an injury occurring, you are exposed to the elements and as a result of such exposure suffers a condition for which benefits are payable as set out in Section A – Capital Benefits – Compensation table, such condition will be treated as though it were caused by an injury for the purpose of this Policy.

# Section B - Weekly benefits - Injury

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

## What we will pay

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

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

## What we will not pay

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

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

### Weekly benefit - Injury restrictions

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

will be considered as one period of disablement.

- (c) Weekly benefits will be paid after the excluded period of claim has elapsed
- (d) We will continue to pay weekly benefits while the insured person suffers disablement up to a maximum of 104 weeks or any shorter period shown in the Policy Schedule.

The weekly benefit we pay will be

- the amount shown in the compensation table; or
- your pre disability earnings,

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: "Temporary disablement"

Injury resulting in: payable condition	Compensation
Temporary total disablement	Up to the weekly limit shown on the Policy Schedule.
Temporary partial disablement	Up to 30% of the weekly benefit limit unless otherwise stated in the Policy Schedule.

#### Rehabilitation additional benefit

If you are paid a weekly benefit under any of payable conditions under this section we will also pay for the costs incurred by you for participation in a return to work program if your treating registered medical practitioner agrees that the program is likely to be beneficial in aiding your return to work.

We will pay up to a maximum of \$10,000 for costs incurred as a result of any one injury.

#### Claim escalation benefit

If we pay a weekly benefit under this section of the Policy for an injury for a continuous period of more than 52 weeks, we will increase the weekly benefit each year by either:

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

whichever is the lesser.

## **Section C**

The Policy does not contain Section C.

# Section D - Injury assistance benefits

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

## What we will pay

If you have no pre-disability earnings, we will pay you the amounts set out in the compensation table in this section of the Policy if the payable conditions shown:

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

## What we will not pay

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

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

### Injury assistance-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 will be considered as one period of disablement.
- Compensation will be paid after the excluded period of claim has elapsed.
- We will continue to pay compensation while you suffer disablement up to a maximum period of 26 weeks from the date the first expense was incurred unless otherwise stated on the Policy Schedule.

# Compensation Table - Injury Assistance Benefits - Non-income Earners only

What needs to happen injury resulting in: Payable event	What we will pay: Compensation
A registered medical practitioner certifies that you are unable to attend to usual household duties and functions.	Home assistance     100% of actual non medical related expenses incurred for travelling, home help, child minding payable to a recognised agency up to the maximum weekly amount shown on the Policy Schedule.

What needs to happen injury resulting in: Payable event	What we will pay: Compensation
A registered medical practitioner certifies that you are not able to attend your normal place of education.	Student assistance  100% of actual expenses incurred for home tutorial by a qualified tutor up to the maximum weekly amount shown on the Policy Schedule.
3. A registered medical practitioner certifies that the insured person who is a self-funded retiree continues to require medical consultations.  A self-funded retiree shall mean a person over 55 years of age who is not in receipt of any social security pension or benefits and their only form of income is from superannuation or an annuity.	Self-funded retiree     An allowance of \$200 per week for a maximum of 52 weeks for the insured person to attend such consultations.

# Section E – Non Medicare medical expenses

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

### What we will pay

We will pay you the amounts set out in the compensation tables in this section of the Policy if the payable conditions shown:

- · occur during the period of insurance,
- are a result of injury during the time of operation of cover.

#### What we will not pay

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

- any medical condition for which you have required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 6 months before the date of injury;
- illness;
- expenses incurred for which Medicare benefit is payable;
- if the insured is not an education, religious, charitable or benevolent organisation.

# Non Medicare medical expenses restrictions

- Any payable condition claimed must occur within 12 months of the date of injury.
- The compensation we pay will be reduced by amounts paid or payable from any statutory transport accident scheme or statutory workers compensation scheme or private health insurance.

What needs to happen injury resulting in: Payable Condition	What we will pay: Compensation
Medical expenses including private hospital bed fee and theatre fee, dental and ambulance expenses	<ul> <li>reimbursement of accounts for medical expenses incurred and paid by you,</li> <li>at the rate shown as a percentage in the Policy Schedule,</li> <li>up to the maximum amount shown in the Policy Schedule.</li> </ul>
Post-operative treatment prescribed by an orthopaedic surgeon	<ul> <li>reimbursement of accounts for orthotics incurred and paid by you,</li> <li>at the rate shown as a percentage in the Policy Schedule,</li> <li>up to the maximum amount shown in the Policy Schedule.</li> </ul>
Osteopathy, naturopathy, massage, physiotherapy, chiropractic but only if following a referral from a registered medical practitioner.	<ul> <li>reimbursement of accounts incurred and paid by you,</li> <li>at a rate shown as a percentage in the Policy Schedule,</li> <li>up to a maximum amount shown in the Policy Schedule.</li> </ul>

# **Additional covers**

The following additional covers will automatically apply to your Policy, unless otherwise stated in your Policy Schedule.

If you suffer or incur the relevant loss defined within the cover, during the period of insurance, we will pay up to the limit stated in this part of the Policy, subject to the terms, conditions, exclusions and the aggregate limit of the Policy.

## Coma Benefit

If during the period of insurance you sustain an injury which directly results in a continuous coma for a period in excess of 96 hours we will pay \$100 per day up to a maximum of 90 days subject to receipt of written confirmation from your treating registered medical practitioner confirming that such injury resulted in a continuous coma.

#### **Chauffeur Services**

If during the period of insurance you sustain an injury for which:

- continued medical consultation is required and
- your attending physician certifies you are not able to drive a vehicle or travel on public transport and
- a weekly benefit is payable under the Policy.

We agree to pay up to a maximum of \$2,500 for a chauffeur or taxi service to and from your usual place or residence and:

- your usual place of work and/or
- travel to and from medical consultations.

# Trauma Counselling Benefit

If during the period of insurance an insured person witnesses or is the victim of a traumatic event, we will pay expenses for trauma counselling directly related to that traumatic event provided that:

- such services are provided by a registered psychologist or psychiatrist upon the advice of your treating registered medical practitioner that such treatment is necessary;
- the treatment is provided by persons other than your relative(s) and/or spouse relative(s);
- you provide us with written proof that you've incurred expenses in obtaining such counselling;
- The maximum amount we will pay is \$100 per session up to \$1,000.

For the purposes of this benefit, 'traumatic event' means a criminal act (e.g. rape, murder, violent robbery or an act of terrorism) witnessed or experienced by an insured person which results in psychological trauma.

### **General exclusions**

These general exclusions apply to all sections of this Policy.

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

- War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- 2. Any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) of the day or de facto, and which:
  - o involves violence against one or more persons, or
  - o involves damage to property, or
  - endangers life other than that of the person committing the action, or
  - creates a risk to health or safety of the public or a section of the public, or
  - is designed to interfere with or to disrupt an electronic system.
- Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion

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.

### Sanctions limitation and exclusion clause

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

### Laws impacting cover

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

## **Health Insurance exclusion**

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

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

# 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
- flying or other aerial activity unless as a passenger in a properly licensed aircraft
- 3. a 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.

## Age limit applying to this Policy

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

- you are over 85 years of age or
- you are under 12 years of age at the time of injury.

# **General conditions**

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

## Assistance and co-operation

You must provide reasonable assistance to us, including:

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

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

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

# Reasonable actions and precautions

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

## Preventing our right of recovery

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

#### Claims

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

- 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
  - give us notice in writing, by telephone or in person describing the occurrence
  - fully complete our claim form and return it to us within 30 days, or as soon as possible after a payable condition occurs
  - at our expense, undergo any medical examination by a registered medical practitioner appointed by us if we require it
  - provide us with any relevant information about the claim we ask for including:
    - reports or certificates from a registered medical practitioner
    - letters and notices you receive from anyone else about your claim.
- You must give us written notice as soon as possible of every claim, writ, summons or proceedings, including any prosecution or inquest, and all relevant information in regard to matters which may lead to cover under this Policy.
- As soon as an event that can justify a claim occurs, you must make reasonable endeavours to minimise the loss or damage.
- We have the sole right to make admissions. We may refuse to protect you if you admit fault, make any offer of payment or defend a claim in court without our consent.

We will pay benefits to you unless you instruct us to do otherwise

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

## **Aggregate limit**

This Policy is a group policy where cover is available to other persons or entities that satisfy the definition of an insured person. The maximum amount we will pay for any one event involving more than one insured person (including you) under this Policy is the aggregate limit. The aggregate limit for this Policy is set out in the Policy Schedule.

If the aggregate limit is not enough to pay all claims in full, then we will reduce yours and each other insured person's benefit proportionately.

## **Excluded period of claim**

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

# How claims administration and legal proceedings are undertaken

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

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

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

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

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

### Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under this Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

# Providing proof or evidence

You must be able to demonstrate that you've suffered a loss covered by your Policy for your claim to be accepted. We may ask you for this evidence if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- documents which substantiate your earnings;
- any medical certificates that relate to your claim;
- receipts or invoices for items you seek to be reimbursed for.

## Subrogation, recovery action and uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

## **Taxation implications**

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

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

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

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

### Other terms

These other terms apply to how your Policy operates.

# Jurisdiction

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

# Sending you documents

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure your current email and mailing address are on record and let your financial services provider know as soon as these change.