

Accident Insurance

QBE Insurance (Australia) Limited

Product Disclosure Statement and Accident & Health Insurance Policy



CONTENTS

| | |
|--|-----------|
| About this booklet | 2 |
| Part A – Product Disclosure Statement (PDS) | 2 |
| Part B – Policy Terms and Conditions | 2 |
| About QBE Australia | 2 |
| Part A – Product Disclosure Statement (PDS) for accident insurance policy | 3 |
| Insurer | 3 |
| Significant benefits and features | 3 |
| Significant risks | 3 |
| The cost of this insurance Policy | 4 |
| The General Insurance Code of Practice | 4 |
| Privacy | 4 |
| Resolving complaints & disputes | 5 |
| Contacting QBE Customer Care, FOS or the OAIC | 5 |
| How to make a claim | 5 |
| Taxation implications | 5 |
| Cancelling your Policy | 5 |
| Cooling-off information | 6 |
| Financial claims scheme | 6 |
| Part B – Policy Terms and Conditions for accident insurance Policy | 7 |
| Insurer | 7 |
| Our agreement with you | 7 |
| Your Policy | 7 |
| Providing proof | 7 |
| Keeping us up to date | 7 |
| Jurisdiction | 7 |
| Subrogation | 7 |
| Other party's interests | 7 |
| How you can pay your premium | 7 |
| Preventing our right of recovery | 7 |
| Words with special meanings | 7 |
| Types of cover | 9 |
| Section 1 – Flight risk only | 9 |
| Section 2 – 24 hour cover | 10 |
| When you are not covered | 11 |
| General conditions | 12 |
| Airworthiness | 12 |
| Changing your Policy | 12 |
| Other interests | 12 |
| Cancelling your Policy | 12 |
| Notices | 12 |
| Claims | 12 |
| What you must do | 12 |
| What we do | 12 |

What can affect a claim

12

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.

Part A – Product Disclosure Statement (PDS) for accident insurance policy

Insurer

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

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 twenty four (24) hour cover for losses resulting from an accident.

At the option of the applicant, the cover may be reduced to 'flight risk only'.

The Policy provides a choice of cover. You can choose either of the following types of cover:

- Section 1 – Flight risk only
- Section 2 – Twenty four (24) hour cover

The Policy provides any or all of:

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

The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the Accident Insurance Policy Terms and Conditions which follows 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 1 – Flight risk only

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

We will not pay any claim under this section of the Policy for a payable condition which occurs to you after your 75th birthday unless we agree in writing to provide cover.

Section 2 – Twenty four (24) hour cover

- any medical condition for which you have required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, before the commencement date of your cover unless we have agreed to cover these conditions and have endorsed the Policy accordingly,
- weekly benefits are not payable for any period after your 75th birthday unless we agree in writing to provide cover,
- illness.

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) the use of an aircraft for:

- (i) pylon racing;
- (ii) record attempts or speed trials;
- (iii) aerial seeding or fertilization, dusting, spraying or baiting;
- (iv) hunting or shooting;
- (v) mustering, fish spotting or feral animal control;
- (vi) low flying (other than in accordance with operational legislation) or any form of flying involving abnormal hazards (in addition to (i)-(v) above);
- (vii) experimenting with or testing new parts (other than replaced similar parts), new devices, new designs or new aircraft types, the presence of the insured person, as a pilot or person in control of or passenger in, a balloon, hot air ship, gyrocopter, gyroplane, gyroglider, parasail, powered parachute, weight shift controlled aeroplane, motorised hang-glider, ultralight aircraft, superlight aircraft, microlight aircraft, minimum aircraft (whether fitted with an engine or not) or an aeroplane to which the provisions of the Civil Aviation Orders 95:10 and/or 95:55 apply;
- (f) naval, military or air force service or operations,
- (g) hunting on horseback, football, boxing, wrestling, polo, water skiing, underwater activities, mountaineering, snow or ice sports, racing of any kind other than on foot,
- (h) parachuting or hang-gliding,
- (i) motor cycling,
- (j) your criminal or illegal act,
- (k) alcoholism or drug addiction,
- (l) participating in or training for any professional sport,
- (m) practice for or playing organised football of any kind,
- (n) driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law.

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

The amount of any claim may be reduced

The amount of any claim made against the Policy may be reduced:

- (a) 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,
- (b) in the event the aggregate limit of liability applies,
- (c) if you do not comply with any Policy condition.

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 booklet) and the Policy Terms and Conditions (Part B of this booklet) carefully. Please ask your financial services provider if you are unsure about any aspect of this product.

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 benefit and you apply for a weekly benefit sum insured that is less than the earnings you stand to lose, your periodic payments will be capped to the weekly sum insured you choose.

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

Under insurance

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

Overdue premium

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

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

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

A claim may be refused

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

The cost of this insurance Policy

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

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

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

- the occupation and duties of any person covered by this Policy,
- the sums insured you choose,
- your age,
- whether cover operates for flight risk only or on a twenty four (24) hours basis.

You should arrange your method of payment through your financial services provider. A quote for premium may be obtained from your financial services provider.

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Privacy

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 full list of ways we could use it. To get a free copy of it 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.

Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE Customer Care, FOS or the OAIC

How to contact QBE Customer Care

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

How to contact FOS Australia

| | |
|--------|--|
| Phone | 1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays) |
| Email | info@fos.org.au |
| Online | www.fos.org.au |

How to contact the OAIC

| | |
|--------|--|
| Phone | 1300 363 992 (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 | enquiries@oaic.gov.au |
| Online | www.oaic.gov.au |

How to make a claim

Please contact your financial services provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section in part B of this booklet.

Taxation implications

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

Cancelling your Policy

How you may cancel this Policy

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

How we may cancel this Policy

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

The premium

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

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your financial services provider electronically or in writing within twenty one (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

Your 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 the Australian Prudential Regulation Authority (APRA).

| How to contact APRA | |
|---------------------|--|
| Phone | 1300 558 849 (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. |
| Online | www.apra.gov.au |

Part B –Policy Terms and Conditions for accident insurance Policy

Insurer

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

Our agreement with you

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

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

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

Your Policy

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

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

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

The address and telephone number of your QBE 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

So that your claim can be assessed quickly you should keep the following:

- documents which substantiate your earnings,
- any medical certificates that relate to your claim.

We may ask you for these if you make a claim.

Keeping us up to date

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

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

Otherwise, we may

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

You must also notify us immediately if:

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

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

Jurisdiction

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

Subrogation

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

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

Other party's interests

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

How you can pay your premium

You can pay your premium in one annual payment by cash, cheque, credit card or EFTPOS.

Paying your premium

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

Preventing our right of recovery

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

Words with special meanings

Some key words and terms used in this Policy have a special meaning.

If words and terms are only used in just one (1) section of the Policy, we will describe their special meaning in that section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

| Word or term | Meaning |
|------------------------------|---|
| Aggregate limit of liability | the maximum amount we will pay for any one event involving more than one insured person. The aggregate limit of liability is shown in the Policy Schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately. |
| Aircraft | an aircraft on the civil aircraft register of any nation but does not include any aircraft (whether on a civil register or not) operated by a military force or engaged in any military activities. |
| Australia | the Commonwealth of Australia and extending fifty (50) miles into territorial waters, external territories (excluding Australian Antarctic Territory, Macquarie Island, Territory of Heard Island and McDonald Islands or territorial waters adjacent thereto). |

| Word or term | Meaning |
|--------------------------|---|
| Compensation | the amount of benefit shown in the compensation tables of this Policy. |
| Disembarking | commences when the insured person rises from his or her seat or other accommodation in the aircraft for the purpose of exiting from the aircraft and ceases when the insured person first sets foot upon the ground, any airport building or any aerobridge after passing through the aircraft door or hatch, whichever occurs first. |
| Earnings | <p>(a) if you are self employed or a working director</p> <ul style="list-style-type: none"> your gross weekly income from your personal exertion less costs and expenses incurred in deriving that income averaged over the twelve (12) months prior to injury or any shorter period that you have been engaged in your occupation, <p>(b) if you are an employee</p> <ul style="list-style-type: none"> your gross weekly base rate of pay averaged over the twelve (12) months prior to injury or any shorter period that you have been engaged in your occupation excluding overtime payments, bonuses, commission or allowances. |
| Embarking | commences when the insured persons sets foot on any steps or any part of the aircraft for the purpose of entering the aircraft and ceases when the insured person becomes seated or otherwise accommodated in the aircraft. |
| Excluded period of claim | the consecutive number of days of disablement specified in the Policy Schedule after medical treatment by a registered medical practitioner. |
| Illness | any sickness or disease or degenerative condition which first occurs during the period of insurance. |
| Injury | <p>bodily injury which:</p> <ul style="list-style-type: none"> is caused by an accident that occurs during the period of insurance, and is not an illness, and is the absolute, sole and independent cause of a payable condition covered under this Policy which occurs within twelve (12) months of the injury. |
| Insured persons | any person described in the Policy Schedule as an insured person. |
| Loss | in connection with a limb or part of a limb means physical severance or permanent loss of use. |
| Occupation | your usual occupation, business, trade or profession shown in the Policy Schedule. |
| Partial disablement | you are prevented from carrying out a substantial part of all of the normal duties of your usual occupations, businesses and professions. |
| Period of insurance | the period shown in the Policy Schedule. |
| Permanent | continuing for at least twelve months and which thereafter will, in all probability, continue for life. |

| Word or term | Meaning |
|-----------------------------|---|
| Permanent total disablement | total disablement as a result of injury that entirely prevents you from engaging in any occupation whatsoever. |
| Policy Schedule | the schedule of insurance, or any future renewal schedule, or endorsement schedule. |
| Statutory requirements | includes all legislation and delegated legislation (including applicable and delegated legislation of another country) and orders, rules, directions, notices, approvals, certificate and licenses issued by a competent authority. |
| Total disablement | <p>total disablement as a result of injury covered under Weekly benefits that entirely prevents an insured person from:</p> <ul style="list-style-type: none"> carrying out all the normal duties of their usual occupation, business or profession, or where they are engaged in more than one occupation, business or profession, carrying out all of the normal duties of all of them. |
| We, our, us | QBE Insurance (Australia) Limited, ABN 78 003 191 035. |
| Your family | any member of your family who lives permanently with you, including your partner. |
| You, your | the person(s), companies or firms named on the current Policy Schedule as the 'Insured'. |

Types of cover

The Policy provides a choice of cover. You can choose either of the following types of cover:

- Section 1 – Flight risk only
- Section 2 – Twenty four (24) hours cover

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

Section 1 – Flight risk only

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

What we will pay

If you have chosen this cover it will be shown on your Policy Schedule and include details as to the type and amount of cover selected.

We will pay benefits up to the amounts 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
- is the result of an injury, and
- occurs whilst piloting or travelling as a passenger or crew member in an aircraft or in the course of embarking or disembarking only.

What we will not pay

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

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

We will not pay any claim under this section of the Policy for a payable condition which occurs to you after your 75th birthday.

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

This section provides the following cover options:

1. Capital benefit as a result of death by injury only, or
2. Capital benefits only as per 'Compensation table' (shown below), or
3. Capital benefits and a Weekly benefit -Total disablement as per 'Compensation table' (shown below).

The option you have chosen will be shown in your Policy Schedule

Capital benefit restrictions

- Any payable condition claimed under capital benefits must occur within twelve (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 any capital benefit for more than one (1) condition at any one (1) time.
- You can only claim one (1) capital benefit for any one (1) condition.
- If you are travelling on a journey, and
 - your means of transportation disappears, sinks or is wrecked, and
 - your body has not been found within one (1) year we will presume that you have died as a result of injury and will pay the death benefit accordingly.
- The maximum amount we will pay for any one (1) event involving more than one (1) 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.

Weekly benefit restrictions

- (a) Any payable condition claimed must occur within twelve (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 (6) months or more

will be considered as one (1) period of disablement.

- (c) Weekly benefits will be paid after the excluded period of claim as shown in your Policy Schedule.
- (d) We will pay weekly benefits while you continue to suffer disablement up to a maximum period of fifty two (52) weeks as shown in your Policy Schedule.
- (e) Notwithstanding paragraphs (b) and (c), we will not pay weekly benefits for any disablement:
 - which commences or recurs after the expiry of this Policy, or
 - when you are on unpaid leave or on maternity leave,
 - when you are outside Australia.
- (f) Weekly benefits are not payable for any period after your 75th birthday.
- (g) We will stop paying weekly benefits if you commence any new occupation while you are receiving weekly benefits.
- (h) We will stop paying weekly benefits when you become entitled to a capital benefit.
- (i) We will not pay weekly benefits for more than one (1) injury at any one (1) time.

The weekly benefit we pay will be:

- the earnings you have actually lost, or
- the compensation table option you have chosen as shown in your Policy Schedule,

whichever is less, and will be reduced by:

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

Compensation table

The Policy provides a choice of compensation table options. You can choose an option from the five (5) compensation table options available under this Policy.

Compensation table options

| Injury resulting in: Payable condition | | Compensation as a percentage of the capital sum insured shown in the Policy Schedule | | | | |
|---|--|--|----------|----------|----------|----------|
| Capital benefits | | Option A | Option B | Option C | Option D | Option E |
| 1. | Death | 100% | 100% | 100% | 100% | 100% |
| 2. | Permanent total loss of sight of both eyes | Nil | 100% | 100% | 100% | 100% |
| 3. | Permanent total loss of sight of one (1) eye | Nil | 50% | 100% | 100% | 100% |
| 4. | Loss of two limbs | Nil | 100% | 100% | 100% | 100% |

| Injury resulting in: Payable condition | | Compensation as a percentage of the capital sum insured shown in the Policy Schedule | | | | |
|--|--|--|------|------|------|------|
| 5. | Loss of one (1) limb | Nil | 50% | 50% | 50% | 100% |
| 6. | Permanent total loss of sight of one (1) eye and loss of one (1) limb | Nil | 100% | 100% | 100% | 100% |
| 7. | Permanent total disablement (other than loss of sight of one (1) or both eyes or loss of limb) | Nil | Nil | Nil | 100% | 100% |

| Injury resulting in: Payable condition | | Compensation as a percentage of the capital sum insured shown in the Policy Schedule | | | | |
|--|--|--|----------|----------|----------|----------|
| Weekly benefit | | Option A | Option B | Option C | Option D | Option E |
| 1. | Total disablement maximum weekly benefit | Nil | Nil | 0.5% | 0.5% | 1.00% |
| 2. | Partial disablement maximum weekly benefit | Nil | Nil | Nil | 0.125% | 0.25% |

The option you have selected will be shown on your Policy Schedule.

Section 2 - 24 hour cover

If you have chosen this cover it will be shown on your Policy Schedule and include details as to the type and amount of cover selected 'What we will pay'.

What we will pay

We will pay benefits up to the amounts 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
- is the result of an injury.

What we will not pay

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

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

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

This section provides the following cover options:

1. Capital benefit as a result of death by injury only, or

2. Capital benefits only as per 'Compensation table' (shown below), or
3. Capital benefits and a Weekly benefit -Total disablement as per 'Compensation table' (shown below).

The option you have chosen will be shown in your Policy Schedule

Capital benefit restrictions

- Any payable condition claimed under capital benefits must occur within twelve (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 any capital benefit for more than one (1) condition at any one (1) time.
- You can only claim one (1) capital benefit for any one (1) condition.
- If you are travelling on a journey, and
 - your means of transportation disappears, sinks or is wrecked, and
 - your body has not been found within one (1) year we will presume that you have died as a result of injury and will pay the death benefit accordingly.
- The maximum amount we will pay for any one (1) event involving more than one (1) 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.

Weekly benefit restrictions

- (a) Any payable condition claimed must occur within twelve (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 (6) months or more, will be considered as one (1) period of disablement.
- (c) Weekly benefits will be paid after the excluded period of claim as shown in your Policy Schedule.
- (d) We will pay weekly benefits while you continue to suffer disablement up to a maximum period of fifty two (52) weeks as shown in your Policy Schedule.
- (e) Notwithstanding paragraphs (b) and (c), we will not pay weekly benefits for any disablement:
 - which commences or recurs after the expiry of this Policy, or
 - when you are on unpaid leave or on maternity leave
 - when you are outside Australia.
- (f) Weekly benefits are not payable for any period after your 75th birthday.
- (g) We will stop paying weekly benefits if you commence any new occupation while you are receiving weekly benefits.
- (h) We will stop paying weekly benefits when you become entitled to a capital benefit.
- (i) We will not pay weekly benefits for more than one (1) injury at any one (1) time.

The weekly benefit we pay will be:

- the earnings you have actually lost, or
- the compensation table option you have chosen as shown in your Policy Schedule, or
- a fixed percentage of your earnings shown in the Policy Schedule,

whichever is less, and will be reduced by:

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

Compensation table

The Policy provides a choice of compensation table options. You can choose an option from the five (5) compensation table options available under this policy.

Compensation table options

| Injury resulting in: Payable condition | | Compensation as a percentage of the capital sum insured shown in the Policy Schedule | | | | |
|--|--|--|----------|----------|----------|----------|
| Capital benefits | | Option A | Option B | Option C | Option D | Option E |
| 1. | Death | 100% | 100% | 100% | 100% | 100% |
| 2. | Permanent total loss of sight of both eyes | Nil | 100% | 100% | 100% | 100% |
| 3. | Permanent total loss of sight of one (1) eye | Nil | 50% | 100% | 100% | 100% |
| 4. | Loss of two limbs | Nil | 100% | 100% | 100% | 100% |
| 5. | Loss of one (1) limb | Nil | 50% | 50% | 50% | 100% |
| 6. | Permanent total loss of sight of one (1) eye and loss of one (1) limb | Nil | 100% | 100% | 100% | 100% |
| 7. | Permanent total disablement (other than loss of sight of one (1) or both eyes or loss of limb) | Nil | Nil | Nil | 100% | 100% |

| Injury resulting in: Payable condition | | Compensation as a percentage of the capital sum insured shown in the Policy Schedule | | | | |
|--|--|--|----------|----------|----------|----------|
| Weekly benefit | | Option A | Option B | Option C | Option D | Option E |
| 1. | Total disablement maximum weekly benefit | Nil | Nil | 0.5% | 0.5% | 1.00% |
| 2. | Partial disablement maximum weekly benefit | Nil | Nil | Nil | 0.125% | 0.25% |

The option you have selected will be shown on your Policy Schedule.

Optional extensions

You can choose to have cover under the following optional extensions. The options you have chosen will be shown on your Policy Schedule.

Aerial agricultural operation

Cover under this Policy is extended to include the activities of aerial seeding or fertilization, dusting, spraying or baiting.

Mustering personal accident

Cover under this Policy is extended to include mustering.

When you are not covered

General exclusions applying to this Policy

The following General exclusions apply to all Sections of this Policy.

This Policy excludes loss, death, injury, illness, 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
- any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
 - involves violence against one or more persons, or
 - involves damage to property, or
 - endangers life other than that of the person committing the action, or
 - creates a risk to health or safety of the public or a section of the public, or
 - is designed to interfere with or to disrupt an electronic system.
- 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.

- Any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Additional exclusions applying to this Policy

The following Additional exclusions apply to all Sections of 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:

- intentional self injury or suicide or any attempt at suicide,
- the use of an aircraft for:
 - pylon racing;
 - record attempts or speed trials;
 - aerial seeding or fertilization, dusting, spraying or baiting;
 - hunting or shooting;
 - mustering, fish spotting or feral animal control;

- low flying (other than in accordance with operational legislation) or any form of flying involving abnormal hazards (in addition to (i)-(v) above);
 - experimenting with or testing new parts (other than replaced similar parts), new devices, new designs or new aircraft types;
- 3. the presence of the insured person, as a pilot or person in control of or passenger in, a balloon, hot air ship, gyrocopter, gyroplane, gyroglider, parasail, powered parachute, weight shift controlled aeroplane, motorised hang-glider, ultralight aircraft, superlight aircraft, microlight aircraft, minimum aircraft (whether fitted with an engine or not) or an aeroplane to which the provisions of the Civil Aviation Orders 95:10 and/or 95:55 apply,
- 4. naval, military or air force service or operations hunting on horseback, football, boxing, wrestling, polo, water skiing, underwater activities, mountaineering, snow or ice sports, racing of any kind other than on foot,
- 5. parachuting or hang-gliding,
- 6. motor cycling,
- 7. your criminal or illegal act,
- 8. alcoholism or drug addiction,
- 9. participating in or training for any professional sport,
- 10. practice for or playing organised football of any kind,
- 11. driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law.

We will not pay for any claim under any section of the Policy if you are over seventy five (75) years of age.

General conditions

The following General conditions apply to all Sections of this Policy.

Airworthiness

If the Insured or insured person is a pilot of an aircraft, that aircraft must be registered, have a valid Certificate of Airworthiness and be airworthy at the commencement of each flight. The Insured and the insured person shall comply with all statutory requirements.

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 (1) 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

What you must do

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

What we do

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

What can affect a claim

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

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

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one (1) 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.
-

