



QBE Insurance (Australia) Limited

# Journey

Product Disclosure Statement and Policy Wording

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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.

### 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.

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 Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

## Important Information

The information provided in this section includes high level information about the Policy including privacy, our dispute resolution process and other relevant information.

The Policy Wording sets out the detailed terms, conditions and exclusions relating to the Policy.

This Policy may be accompanied by a Policy Schedule which sets out any applicable specific terms.

### Group policies: About your right to claim

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.

### 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](http://qbe.com.au/privacy) or contact QBE Customer Care.

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

## 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 Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

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

#### *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 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's CCU, AFCA or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>complaints@qbe.com, to make a complaint.</li> <li>privacy@qbe.com, to contact us about privacy or your personal information.</li> <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

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. Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.fcs.gov.au

## Policy Wording

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

### 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 and 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.

### Excesses

If you make a claim you must pay any excess(es) which applies to the cover or section you're claiming under. These excesses may be set out in the Policy Schedule, if one applies.

### 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, less any excess. The amount we pay may be subject to an aggregate limit.

### Aggregate limits of liability

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

The aggregate limit for Section A and B is inclusive of all claims under each of those sections arising from the same event.

### 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 during a journey
Broken	a complete break of a bone and does not include a fracture not extending through the full thickness of the bone.
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 this Policy.

Word or term	Meaning
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.
Injury	<p>bodily injury which:</p> <ul style="list-style-type: none"> <li>• results from an accident which occurs during the period of insurance, and</li> <li>• is not a sickness, or a consequence of any sickness or disease.</li> <li>• Injury also includes any condition caused by exposure to the elements as a result of an accident.</li> </ul>
Insured	the person(s), companies, entities or firms named in the current Policy Schedule as the 'Insured'.
Journey	<p>a routine trip between your place of residence and place of employment (provided there is no substantial deviation from the most reasonably direct route), for the purpose of attending to or returning from work.</p> <p>a journey also includes incidental travel during the course of recess breaks and lunchtime activities.</p>
Loss	physical severance or permanent loss of use.
Paraplegia	total paralysis of both legs and part or whole of the lower half of the body.
Partial disablement	disablement that, in the opinion of a registered medical practitioner, prevents you from carrying out the majority of the activities associated with your usual occupation(s), profession(s) or business duties.
Period of insurance	the period shown in the Policy Schedule.
Permanent	continuing for at least 12 months and which thereafter will, in all probability, continue for life.
Permanent total disablement	<p>if you are in full time employment at the time of injury resulting in your disablement, permanent total disablement means: total disablement as a result of an injury that:</p> <ul style="list-style-type: none"> <li>• has continued without interruption for at least 12 months, and</li> <li>• in the opinion of a registered medical practitioner will, in all probability, continue for the remainder of your life.</li> </ul> <p>if you are not in full time employment at the time of injury resulting in your disablement, permanent total disablement means: disablement as a result of an injury that:</p> <ul style="list-style-type: none"> <li>• has entirely and continuously prevented you from engaging in any occupation at all for at least 12 months, and</li> </ul>

Word or term	Meaning
	<ul style="list-style-type: none"> <li>in the opinion of a registered medical practitioner will, in all probability, continue to prevent you from engaging in any occupation at all for the remainder of your life.</li> </ul>
Place of employment	the site at which you are currently working, or the first or last place of business activity for the day.
Place of residence	your usual place of residence. In the event of temporary absence from your usual place of residence, it also includes the place within the boundary of the temporary accommodation.
Policy Schedule	the schedule of insurance for this Policy which is current at a particular time during the period of insurance, including any endorsement schedule or any renewal schedule.
Pre-disability earnings	<p>your basic weekly base rate of pay exclusive of overtime payments, bonuses, commission or allowances at the time of disablement.</p> <p>if you are an employee who has 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.</p>
Quadriplegia	total paralysis of both legs and both arms.
Registered medical practitioner	a medical practitioner who holds a current registration with the respective medical practitioner's board or medical board (or similar) in the country that the medical practitioner is providing medical services in.
Total disablement	<p>total disablement as a result of injury that entirely prevents you from:</p> <ul style="list-style-type: none"> <li>carrying out all the normal duties of your usual occupation, business or profession; or</li> <li>where you are engaged in more than one occupation, business or profession, all of them.</li> </ul>
We, our or us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You or your	the person(s) described as an 'insured person' on the Policy Schedule.

## Section A – Capital benefits

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.

### What we will not pay

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

- sickness
- suicide or attempted suicide
- any benefit from Workers' Compensation or Statutory Transport Accident Scheme, we will not pay any benefit.

### Capital benefit restrictions

- Any payable condition claimed under capital benefits must occur within 12 months of the date of the accident which resulted in 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 accident.
- If we have paid the disappearance capital benefit we will not pay any other capital benefits under this section.
- 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.
- If you become entitled to:

weekly benefits and a capital benefit, we will pay the higher of the weekly benefit entitlement or the capital benefit entitlement,

## Compensation table – Capital benefits

Payable condition	Compensation as a percentage of the Maximum Benefit Amount for Capital Benefits shown in the Policy Schedule
1. Death	100%
2. Permanent total disablement	100%
3. Permanent disability not otherwise provided	The percentage we determine as being consistent with the compensation provided in this table but not exceeding 75%
4. Permanent paraplegia	100%
5. Permanent quadriplegia	100%
6. Permanent unsound mind to the extent of legal incapacity	100%
7. Permanent and incurable paralysis of all limbs	100%
8. Permanent total loss of the entire sight of one or both eyes	100%
9. Permanent total loss of hearing in both ears	100%
10. Permanent loss of use of both hands	100%
11. Permanent loss of use of both arms	100%
12. Permanent loss of use of both feet	100%
13. Permanent loss of use of both legs	100%
14. Permanent loss of use of one hand and one (1) foot	100%
15. Permanent loss of use of one hand and one (1) arm	100%
16. Permanent loss of use of one foot or one leg	50%
17. Permanent total loss of the lens of one eye	50%
18. Permanent total loss of the hearing in one ear	50%
19. Permanent loss of use of four fingers and thumb of either hand	75%

Payable condition	Compensation as a percentage of the Maximum Benefit Amount for Capital Benefits shown in the Policy Schedule
20. Permanent loss of use of four fingers of either hand	40%
21. Permanent loss of use of one thumb, both joint	30%
22. Permanent loss of use of one thumb, one joint	15%
23. Permanent loss of use of a finger, three joints	10%
24. Permanent loss of use of a finger, two joints	8%
25. Permanent loss of use of a finger, one joint	5%
26. Permanent loss of use of all the toes of one foot	15%
27. Permanent loss of use of great toe, both joints	5%
28. Permanent loss of use of great toe, one joint	3%
29. Permanent total loss of use of the other toe, (each toe)	1%
30. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%

## Additional benefits

Any payable condition claimed under additional capital benefits must occur within 12 months of the date of injury.

The maximum amount payable for any one claim for all Additional benefits - lifestyle modification, domestic home help, funeral benefit, credit card debt and broken bones benefits will not exceed \$30,000 in total. No such cover will apply if you are entitled to compensation under any statutory Workers' Compensation scheme or statutory transport accident scheme or any other Commonwealth or government compensation scheme.

### 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, we will presume that you have died as a result of injury and we will pay the death benefit to your estate or legal representative, unless we have reason to suspect that you may not have perished.

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

If you are later found to be alive then you, or your estate or legal representative, must refund the amount we have paid.

### Lifestyle modification benefit

If you are paid a capital benefit under any of payable conditions 2, 4, 5 or 7 of the 'Compensation table - Capital benefits', 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.

### Domestic and home help

Where a capital benefit is payable under payable conditions 2 to 14 inclusive, we will also pay expenses incurred for domestic home help from a registered services provider for activities such as shopping, domestic cleaning, washing, cooking, bathing dressing and movement:

- if we consider those costs to be reasonable, and
- your registered medical practitioner agrees,

up to \$500 per week for a maximum period of 26 weeks.

### Funeral benefit

If, as a result of your injury, a benefit is paid under capital benefits payable condition 1 (death), we will also pay up to \$7,500 for actual costs incurred for your funeral and burial or cremation.

### Credit card debt

Where a capital benefit is payable under payable conditions 1 to 14 inclusive, we will also pay the outstanding balances of your credit card as at the date of injury, up to a maximum of \$5,000.

## Broken bones benefit

If you are on a journey and suffer an injury resulting in a broken bone listed in the compensation table, we will pay you the corresponding amount shown in the Compensation table – broken bones benefit.

The Maximum Benefit Amount payable for the broken bones benefit is shown in the Policy Schedule. This is the maximum amount we will pay you in the total for all payable conditions under the broken bones benefit arising from any one accident.

Payable condition	Compensation as a percentage of the broken bone's additional capital benefit
1. Neck, skull or spine	100%
2. Hip	75%
3. Jaw, pelvis, leg, ankle or knee	50%
4. Cheekbone or shoulder	30%
5. Nose or collarbone	20%
6. Arm, elbow or wrist	10%
7. Foot or hand	5%

In the case of established non-union with respect to any of the above broken bones payable conditions, we will pay you an additional 5% of the broken bones benefit Maximum Benefit Amount shown in the Policy Schedule.



## 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 for your lost earnings, up to the amounts as set out in the Compensation table - Weekly benefits - Injury if the payable conditions shown:

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

### What we will not pay

We will not pay 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 or symptoms:
  - of which you were aware, or could reasonably be expected to have been aware, in the same six months before the accident which caused your injury, or
  - for which you required treatment, medication or advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the six months before the accident which caused your injury,
- sickness.

### Restrictions applicable to Weekly benefits - Injury

- Any payable condition claimed must occur within 12 months of the date of the accident which resulted in injury.

Successive periods of disablement:

- resulting from the same injury, and
- which are not separated by a return to active full-time employment for six months or more, will be considered as one period of disablement.
- Weekly benefits will be paid after the excluded period of claim has elapsed.
- We will continue to pay weekly benefits while you suffer temporary total disablement or temporary partial disablement up to a maximum of 156 weeks or any shorter period shown in the Policy Schedule.
- If you are certified fit to return to work in a reduced capacity, but don't return to work, we will pay compensation for partial disablement only.
- We will cease paying you benefits if you retire or accept voluntary redundancy during your period of disablement, unless the retirement or redundancy is a direct result of your total disablement.
- The weekly benefit we pay will be the applicable percentage of your pre-disablement earnings shown in the Policy Schedule, up to the maximum amount stated in the compensation table, and will be reduced by any amounts:
  - you receive or are entitled to receive for sick leave, and
  - you receive or are entitled to receive via any statutory workers compensation or transport accident scheme, and
  - you derive, or are able to derive, as earnings from any gainful occupation.

## Compensation table – Weekly benefits – Injury

Payable condition - an injury resulting in	Compensation
1. Temporary total disablement	The applicable percentage of pre-disablement earnings, up to the maximum weekly benefit limit, as shown in the Policy Schedule.
2. Temporary partial disablement	The applicable percentage of pre-disablement earnings, up to 40% of the maximum weekly benefit limit, as shown in the Policy Schedule.

### Rehabilitation benefit

If we pay you a weekly benefit under this section of the Policy, we will also pay for the costs incurred in relation to the same injury for your participation in a return to work programme, provided that:

- the programme is delivered by a licensed provider, and
- your treating registered medical practitioner confirms that your participation in the program is warranted as a direct result of your injury, and
- we agree in advance that the program and its costs are reasonable.

### Chauffeur benefit

If we pay you a weekly benefit under this section of the Policy, we will also pay for expenses incurred for a chauffeur or taxi service to transport you between your usual place of residence and:

- the location of medical consultations you are required to attend, and
- your usual place of work, if you are fit to return to work but your registered medical practitioner certifies that you are unable to drive a vehicle or travel on public transport,

up to a maximum of \$2,500 for all chauffeur or taxi services in relation to any one injury.

## General exclusions

These general exclusions apply to all sections of this Policy.

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

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
  - o involves violence against one or more persons; or
  - o involves damage to property; or
  - o endangers life other than that of the person committing the action; or
  - o creates a risk to health or safety of the public or a section of the public; or
  - o is designed to interfere with or to disrupt an electronic system;
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.
4. intentional self-injury or suicide or any attempt at suicide
5. flying or other aerial activity unless as a passenger in a properly licensed aircraft
6. your or the insured's criminal or illegal act
7. alcoholism, drug addiction
8. psychotic or psychoneurotic disorders
9. participating in or training for any professional sport
10. being under the influence of intoxicating liquor, or drugs which are not prescribed by a registered medical practitioner. 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
11. any accident, injury, sickness or other event happening to you after you have reached 65 years of age.

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

You're not insured under any section of this Policy where a claim payment breaches 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, or any local autonomous sanctions.

## 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

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

## Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

## Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

## Claims

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

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 injury or sickness
- tell your financial services provider as soon as possible. You will be provided with a claim form and advice on the procedure to follow
- fully complete our claim form and return it to us within 30 days, or as soon as possible
- undergo any medical examination by a registered medical practitioner appointed by us if we require it
- 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.

You must give us written notice as soon as possible of every claim, writ, summons or proceedings, including any prosecution or inquest, and all information in regard to matters which may lead to cover under this Policy.

As soon as an event that can justify a claim occurs, you must make every endeavour to minimise the loss or damage.

We have the sole right to make admissions of liability, and you must not make any such admissions. We may refuse to indemnify or cover 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 subject to an aggregate limit. The aggregate limit is the maximum amount we will pay for all claims arising out of any one event or occurrence. 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'll reduce the amount we pay for each claim proportionately.

### Contribution

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by 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).

### 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 for which we won't pay any benefits under this Policy after you first receive medical treatment for the injury you're claiming for.

### Other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

## Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof 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 of items for reimbursement.

## Recovery action and uninsured loss

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.

## Subrogation

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.

## Other terms

These other terms apply to how your Policy operates.

## Jurisdiction

This Policy is governed and construed according to the laws of Australia. You unconditionally agree to submit to the exclusive jurisdiction of the courts of Australia.

