

# Voluntary Workers

**QBE Insurance (Australia) Limited**

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.

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.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

### 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 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 top 25 insurers and reinsurers in the world.

## 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.

## 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 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"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
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	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

### 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	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## 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	<a href="http://www.fcs.gov.au">www.fcs.gov.au</a>

## 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.

#### Excesses

If you make a claim you must pay any excess(es) which applies to the cover or section you're claiming under.

#### 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.

### 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
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.
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	bodily injury resulting from accident, which is not an illness and which: <ul style="list-style-type: none"> <li>• occurs during the period of insurance;</li> <li>• within twelve (12) months of the injury, results solely and independently of any other cause in the events covered under this Policy; and</li> <li>• includes any condition resulting from exposure to the elements as a result of injury.</li> </ul>
insured person	the person(s), companies and firms named on the Policy Schedule as the 'Insured'.
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, business or profession.

Word or term	Meaning
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 months and which thereafter will, in all probability, continue for life.
Policy Schedule	the latest Policy Schedule we give you, including any endorsement schedule or any renewal schedule.
pre disability earnings	<ol style="list-style-type: none"> <li>1. 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 twelve (12) months prior to injury or any shorter period that you have been engaged in your occupation; or</li> <li>2. 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</li> <li>3. 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.</li> </ol>
professional sport	<p>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.</p> <p>Professional sport does not include amateur sporting activities for which the participant has not or will not receive any financial reward, payment or remuneration.</p>
registered medical practitioner	a medical practitioner who holds a current registration with the respective medical practitioners board or medical board (or similar) in the country that the medical practitioner is providing medical services in.
total disablement	total disablement as a result of injury that entirely prevents you from: <ul style="list-style-type: none"> <li>• carrying out all the normal duties of your usual occupation, business or profession, or</li> <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 physical severance or permanent loss of use.
paraplegia	total paralysis of both legs and part or whole of the lower half the body.
permanent	continuing for at least twelve (12) months and which will, in all probability, continue for life.
quadriplegia	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 or indirectly out of any of the following:

- illness or
- suicide or attempted suicide.

### Capital benefits

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

### Compensation table - Capital: "Permanent disablement"

Injury resulting in payable condition	Compensation as a percentage of the capital sum insured shown in the Policy Schedule
1. Death	100%
2. Permanent total disablement - persons seventy (70) years and under	100%
3. Permanent disability not otherwise provided - persons seventy years (70) and under	The percentage we determine as being consistent with the compensation provided

Injury resulting in payable condition	Compensation as a percentage of the capital sum insured shown in the Policy Schedule
	in this table but not exceeding 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 the use of both hands	100%
11. Permanent total loss of the use of both arms	100%
12. Permanent total loss of the use of both feet	100%
13. Permanent total loss of the use of both legs	100%
14. Permanent total loss of the use of one hand and one foot	100%
15. Permanent total loss of the use of one hand and one arm	100%
16. Permanent total loss of the lens of one eye	50%
17. Permanent total loss of the hearing in one ear	50%
18. Permanent total loss of the use of one foot or one leg	50%
19. Permanent total loss of the use of four fingers and thumb of either hand	75%
20. Permanent total loss of the use of four fingers of either hand	40%
21. Permanent total loss of the use of one thumb	30%
22. Permanent total loss of the use of one thumb, one joint	15%
23. Permanent total loss of the use of a finger, three joints	10%
24. Permanent total loss of the use of a finger, two joints	8%

Injury resulting in payable condition	Compensation as a percentage of the capital sum insured shown in the Policy Schedule
25. Permanent total loss of the use of a finger, one joint	5%
26. Permanent total loss of the use of all the toes of one foot	15%
27. Permanent total loss of the use of great toe, both joints	5%
28. Permanent total loss of the use of great toe, one joint	3%
29. Permanent total loss of the use of other toe, (each toe)	1%
30. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%

### Additional capital benefits 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
1. Neck skull or spine	100%
2. Hip	75%
3. Jaw, pelvis, leg, ankle or knee	50%
4. Cheekbone or shoulder	30%
5. Arm, elbow or wrist	10%
6. Nose or collarbone	20%
7. Foot or hand	5%
8. In the case of established non union of any of the above breaks, an additional	5%

#### Lifestyle modification 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 expense 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 capital 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 suspect that you may not have perished.

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 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 six (6) months before the date of injury; or
- illness.

### Weekly benefit - Injury restrictions

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

will be considered as one period of disablement.

- Weekly benefits will be paid after the excluded period of claim has elapsed
- We will continue to pay weekly benefits while the insured person suffers disablement up to a maximum of 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
1. Temporary total disablement	Up to the weekly limit shown on the Policy Schedule.
2. 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

- we consider them reasonable, and
- your treating registered medical practitioner agrees to it.

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 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 six (6) months before the date of injury, or
- illness.

### Injury assistance-injury restrictions

- Any payable condition claimed must occur within twelve (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, which we consider reasonable, while you suffer disablement up to a maximum period of twenty (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
1. A registered medical practitioner certifies that you are unable to attend to usual household duties and functions.	Home Assistance <ul style="list-style-type: none"> <li>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.</li> </ul>
2. A registered medical practitioner certifies that you are not able to attend your normal place of education.	Student assistance <ul style="list-style-type: none"> <li>100% of actual expenses incurred for home tutorial by a qualified tutor up to the maximum weekly amount shown on the Policy Schedule.</li> </ul>
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
1. Medical expenses including private hospital bed fee and theatre fee, dental and ambulance expenses	<ul style="list-style-type: none"> <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>
2. Post operative treatment prescribed by an orthopaedic surgeon	<ul style="list-style-type: none"> <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>
3. Osteopathy, naturopathy, massage, physiotherapy, chiropractic but only if following a referral from a registered medical practitioner.	<ul style="list-style-type: none"> <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 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 (eg. 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:

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:
  - involves violence against one or more persons, or
  - involves damage to property, or
  - endangers life other than that of the person committing the action, or
  - creates a risk to health or safety of the public or a section of the public, or
  - is designed to interfere with or to disrupt an electronic system.
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

### 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.

### 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
2. 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.

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

- you are over eighty five (85) years of age or
- you are under twelve (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

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, 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.

1. 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
- give us notice in writing, by telephone or in person describing the occurrence
- fully complete our claim form and return it to us within thirty (30) days after a payable condition occurs
- undergo any medical examination by a doctor appointed by us if we require it and at your expense provide us with any information about the claim we ask for including:
  - doctor's reports
  - letters and notices you receive from anyone else about your claim.

2. 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.
3. As soon as an event that can justify a claim occurs, you must make every endeavour to minimise the loss or damage.
4. We have the sole right to make admissions. We may refuse to protect you if you admit fault, makes any offer of payment or defends a claim in court without our consent.
5. 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 for which we won't pay any benefits under this Policy after you first receive medical treatment for the injury or illness you're claiming for.

### 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).

### 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 for items you seek to be reimbursed for.

## 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.

## 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.

