

# CIPL Self Employed Policy

Product Disclosure Statement and  
Accident & Health Insurance Policy



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

QM714



POLICY



## **CIPL SELF EMPLOYED POLICY**

### **About this booklet**

**This booklet contains 2 separate sections: Part A and Part B.**

#### **Part A – Product Disclosure Statement (PDS)**

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

#### **Part B – Policy Terms and Conditions**

Part B of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance Policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your Financial Services Provider.

## About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

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## PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR CIPL SELF EMPLOYED POLICY

### Insurer

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

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

### Significant benefits and features

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

The Policy provides:

- periodic payments (weekly benefits – injury or weekly benefits – illness) to replace income that is lost following an accident or illness.

### The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the CIPL Self Employed Policy Terms and Conditions which follow this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover you if a claim arises directly or indirectly out of any of the following:

#### Section A – Weekly benefits – injury

- any medical condition or symptom of a condition which the insured person has required treatment or advice from a doctor, chiropractor, physiotherapist, in the six months before the commencement date of their cover
- an injury for which an insured person is entitled to receive benefits under any statutory workers compensation scheme or statutory transport accident scheme in any jurisdiction
- illness.

#### Section B – Weekly benefits – illness

- any medical condition or symptom of a condition which the insured person has required treatment or advice from a doctor, chiropractor, physiotherapist, psychologist, psychiatrist, in the six months before the commencement date of their cover
- an illness for which an insured person is entitled to receive benefits under any statutory workers compensation scheme or statutory transport accident scheme in any jurisdiction
- injury.
- pregnancy childbirth or miscarriage other than complications arising from any of those conditions.

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

- (a) war whether declared or not, invasion or civil war, rebellion or insurrection
- (b) the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel
- (c) any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion
- (d) intentional self injury or suicide or any attempt at suicide
- (e) flying or other aerial activity unless as a passenger in a properly licenced aircraft
- (f) the insured person's criminal or illegal act
- (g) training for or playing in any professional or non-professional sport, or activity organised by any sporting organisation, authority, club or centre.
- (h) the insured person's use of alcohol or drugs unless the drugs have been prescribed by a registered medical practitioner and used as per registered medical practitioner's instructions.

We will not make any payment under the Policy at a time when the insured person is serving a prison sentence or is outside Australia.

We will not pay for any claim under any section of the Policy if the insured person is over 70 years of age.

These are only some of the events that are not covered by this insurance. Please read the CIPL Self Employed 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 a waiting period applies. A waiting period is the number of days after medical treatment by a registered medical practitioner, for which we will not pay any benefits. A waiting period will apply for Weekly Benefits – Injury or Weekly Benefits – Illness.
- (b) if the insured person does 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.

The Policy will not cover some health problems you have before you take out cover. Health problems not covered are those that required medical advice or treatment in the six months before your cover commences.

### **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 your Duty of Disclosure, if you or the insured person do not comply with the Policy conditions, or if the insured person makes 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 % of weekly income that is insured
- total salaries of the persons covered by this Policy
- the waiting period applicable to a claim
- the number of people to be covered by this Policy.

## **Duty of Disclosure – What you must tell us**

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

### **Renewals, variations, extensions and reinstatements**

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

- **You do not have to tell us about any matter**
  - that diminishes the risk
  - that is of common knowledge
  - that we know or should know in the ordinary course of our business as an insurer, or
  - which we indicate we do not want to know.

- **If you do not tell us**

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

## Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling your personal information. QBE has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims you make or claims made against you. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors, investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or litigation. We may disclose personal information to people listed as co-insured on your policy and to family members or agents authorised by you. Computer systems and support services may be provided to us by related companies within the QBE Group that may be located overseas. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact:

The Compliance Manager,  
QBE Insurance (Australia) Limited,  
GPO Box 82 Sydney NSW 2001  
or email: [compliance.manager@qbe.com](mailto:compliance.manager@qbe.com)

## The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

## How to make a claim

Please contact your Financial Services Provider to make a claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section in part B of this booklet.

## Dispute Resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of FOS but the determination is not binding on you.

We will provide the contact telephone number and address of the FOS office upon request.

## Taxation Implications

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 21 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

## Financial Claims Scheme

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

More information may be obtained from APRA - [www.apra.gov.au](http://www.apra.gov.au) or 1300 13 10 60.

## **PART B – POLICY TERMS AND CONDITIONS FOR CIPL SELF EMPLOYED POLICY**

### **Insurer**

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

### **Our agreement with you**

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

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

### **Your Policy**

Your CIPQ Contractors 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.

### **Providing proof**

You should keep documents you will need in case of a claim – for example, documents which substantiate your earnings and any medical certificates that relate to your claim.

### **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.

### **Important Information about your Premium**

The premium for this Policy is subject to monthly adjustment based on actual total insured persons declared at the agreed rate.

### **Non-payment of Premium**

If the Premium is payable by Instalments:

- you cannot claim under this Policy if at the time the illness or injury occurred any instalment premium remained unpaid for 30 days or more, and
- we may cancel this Policy by giving notice immediately if any instalment of premium has remained unpaid for 30 days or more, and
- we will deduct from any claim paid or payable, any unpaid premium or instalment of premium.

### **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 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 \$5,000,000 and 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.
Compensation	the amount of benefit shown in the Compensation Tables of this Policy.
Current	in relation to insurance premium contributions, an insured person must pay all weekly contributions for a month, to CIPL by the 30th day of the calendar month.
Illness	any sickness or disease which first manifests during the period of insurance.
Injury	bodily injury which: <ul style="list-style-type: none"> <li>is caused by an accident that occurs during the period of insurance, and</li> <li>is not an illness, and</li> <li>is the absolute, sole and independent cause of a payable condition covered under this Policy which occurs within 12 months of the injury.</li> </ul>
Insurance premium contribution	is the weekly agreed premium rate payable under this Policy to us by the 30th day of each calendar month. Cover under this Policy will cease immediately on the day that an insured person's insurance premium contributions are due and not paid by the monthly due date stated in the definition of current with the understanding that no backdating of payment will be accepted. Cover under this Policy can recommence for the insured person from the date you receive the next insurance premium contribution.

Word or Term	Meaning
Insured person	A self employed person who is registered with CIPL and their insurance premium contributions are current, or are currently payable, and not in arrears.
Partial disablement	the insured person is prevented from carrying out a substantial part of all of the normal duties of their usual occupations, businesses and professions.
Period of insurance	the period shown in the Policy Schedule.
Policy Certificate	the latest Policy Certificate we give an Insured person detailing his or her cover including benefits, limits, excess and any endorsements applicable to his or her cover.
Policy Schedule	the latest Policy schedule we give you, including any endorsement schedule or any renewal schedule.
Pre disability earnings	gross weekly income from personal exertion less costs and expenses incurred in deriving that income averaged over the 12 months prior to injury or illness or any shorter period that they have been engaged in their occupation.
Renewal Policy	a Policy which we inform you is a renewal Policy to this Policy.
Self employed person	Is a person <ul style="list-style-type: none"> <li>who is engaged under a contract for the supply of work within the building and/or construction industry; and</li> <li>they do not qualify for Workers' Compensation benefits under any statutory workers compensation scheme; and</li> <li>they are not engaged by a labour hire agency, group training organisation or holding company.</li> </ul>
Total disablement	the insured person is entirely prevented from carrying out all of the normal duties of their usual occupations, businesses and professions.
Waiting period	the consecutive number of days of disablement specified in the Policy Schedule after medical treatment by a registered medical practitioner.

Word or Term	Meaning
We, our or us	QBE Insurance (Australia) Limited, ABN 78 003 191 035
Your Financial Services provider	Windsor Management Insurance Brokers (ABN93 707 887 544), AFS Licence Number 230747.
You or your	Construction Income Protection Queensland (ACN 095 934 866) (CIPL) shown in the Policy Schedule as the Insured.

## Section A – Weekly Benefits – Injury

### When we will pay

We will pay a weekly benefit in respect of an insured person if any of the payable conditions shown in the table:

- occurs during the period of insurance, and
- is caused by an injury and the insured person is not entitled to receive benefits under any statutory workers compensation scheme or statutory transport accident scheme in any jurisdiction.

### When we will not pay

We will not pay 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 symptom of a condition which the insured person has required treatment or advice from a doctor, chiropractor, physiotherapist, in the six months before the commencement date of their cover.
- an injury for which an insured person is entitled to receive benefits under any statutory workers compensation scheme or statutory transport accident scheme in any jurisdiction
- Illness
- Something excluded under the section headed 'When you are not covered.'

### Weekly Benefit Restrictions

- (a) Any payable condition claimed must occur within 12 months of the date of injury.

- (b) Successive periods of disablement:

- resulting from the same injury; and
- which are not separated by a return to active full time employment for six months or more;

will be considered as one period of disablement.

- (c) Weekly benefits will not be payable:

- if the insured person commences work in any gainful occupation;
- for any period of disablement before the insured person has sought treatment for the injury from a registered medical practitioner and the first 14 consecutive days of disablement after the date upon which the insured person sought such treatment.

- (d) We will pay weekly benefits while the insured person continues to suffer disablement up to a maximum of 104 weeks.

- (e) Notwithstanding paragraphs (b) and (d), we will not pay weekly benefits for a period of disablement which commences or recurs after the expiry of this Policy unless a renewal Policy is in force at that time.

- (f) Weekly benefits are not payable for an insured person for any period after their 70th birthday.

- (g) The aggregate limit of liability applies to this section of the Policy.

- (h) Payment of benefits will be to the insured person.

- (i) In the event of a claim, benefits under this Policy will only be payable:

- if the insured person follows all medical advice prescribed to him by a doctor, chiropractor, physiotherapist, psychologist or psychiatrist during the entire period of their claimed disability with us; and
- if medical certificates we may require as proof of ongoing disability are provided by the actual treating doctor, chiropractor, physiotherapist, psychologist or psychiatrist.

- (j) Any weekly entitlement will be reduced by weekly benefits paid or payable under the BUSSQ super scheme or like scheme.

- (k) With regard to partial disablement it is agreed that in the event that a disabled insured person is deemed to be able to attend to part of his/her usual duties by a registered medical practitioner but as a result of his/her injuries and the percentage of work he or she is therefore able to carry out, there is no work available to suit such an insured person's abilities at that time, we will then deem that insured Person to be totally disabled and we will continue to pay benefits as set out in this Policy during the insured person's period of disablement, As soon as suitable employment becomes available and if partial disablement continues, the insured person's benefits will revert to partial disablement.

### What we will pay

The weekly benefit we pay under this section of the Policy will be:

- the amount shown in the compensation table in this section of the Policy; and

will be reduced by:

- income that the insured person derives or is able to derive from any gainful occupation, and
- weekly benefits the insured person receives from any other entitlements.

### Compensation Table – Weekly Benefits – Injury

Injury resulting in: Payable Condition	Compensation
1. Total disablement maximum weekly benefit	85% of pre disability earnings up to the weekly benefit limit shown in your policy certificate.
2. Partial disablement maximum weekly benefit	85% of pre disability earnings up to the weekly benefit limit shown in your Policy Certificate.

## Section B – Weekly Benefits – Illness

### When we will pay

We will pay a weekly benefit in respect of an insured person if the payable condition shown in the table:

- first manifests itself during the period of insurance; and
- is caused by an illness and the insured person is not entitled to receive benefits under any statutory workers compensation scheme or statutory transport accident scheme in any jurisdiction.

### When we will not pay

We will not pay 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 symptom of a condition which the insured person has required treatment or advice from a doctor, chiropractor, physiotherapist, psychologist, psychiatrist, in the six months before the commencement date of their cover
- an illness for which an insured person is entitled to receive benefits under any statutory workers compensation scheme or statutory transport accident scheme in any jurisdiction
- Injury
- Pregnancy childbirth or miscarriage other than complications arising from any of those conditions.
- Something excluded under the heading 'When you are not covered'.

### Weekly Benefits Restrictions

- (a) Any payable condition claimed must occur within 12 months of the date of illness.
- (b) Successive periods of disablement:
- resulting from the same illness, and
  - which are not separated by a return to active full time employment for six months or more;
- will be considered as one period of disablement.
- (c) Weekly benefits will not be payable:
- if the insured person commences work in any gainful occupation;

- for any period of disablement before the insured person has sought treatment for the illness from a registered medical practitioner and the first 14 consecutive days of disablement after the date upon which the insured person sought such treatment.
- (d) We will pay weekly benefits while the insured person continues to suffer total disablement up to a maximum of 104 weeks.
- (e) Notwithstanding paragraphs (b) and (d), we will not pay weekly benefits for a period of disablement which commences or recurs after the expiry of this Policy unless a renewal Policy is in force at that time.
- (f) Weekly benefits are not payable for an insured person for any period after their 70th birthday.
- (g) The aggregate limit of liability applies to this section of the Policy.
- (h) Payment of benefits will be to the insured person.
- (i) In the event of a claim, benefits under this Policy will only be payable:
- if the insured person follows all medical advice prescribed to him by a doctor, chiropractor, physiotherapist, psychologist or psychiatrist during the entire period of their claimed disability with us, and
  - if medical certificates required as proof of ongoing disability are provided by the actual treating doctor, chiropractor, physiotherapist, psychologist or psychiatrist.
- (j) Any weekly entitlement will be reduced by weekly benefits paid or payable under the BUSSQ super scheme or like scheme.
- (k) With regard to partial disablement it is agreed that in the event that a disabled insured person is deemed to be able to attend to part of his/her usual duties by a registered medical practitioner but as a result of his/her illness and the percentage of work he or she is therefore able to carry out, there is no work available to suit such an insured person's abilities at that time, we will then deem that insured person to be totally disabled and we will continue to pay benefits as set out in this Policy during the insured person's period of disablement, As soon as suitable employment becomes available and if partial disablement continues, the insured person's benefits will revert to partial disablement.

## What we will pay

The weekly benefit we pay under this section of the Policy will be:

- the amount shown in the compensation table in this section of the Policy, and
- will be reduced by:
- income that the insured person derives or is able to derive from any gainful occupation, and
  - weekly benefits you or the insured person receives for the insured person's disablement.

## Compensation Table – Weekly Benefits – Illness

Illness resulting in: Payable Condition	Compensation
1. Total disablement maximum weekly benefit	85% of pre disability earnings up to the weekly benefit limit shown in your policy certificate.
2. Partial disablement maximum weekly benefit	85% of pre disability earnings up to the weekly benefit limit shown in your Policy Certificate.

## Additional benefits applying to this Policy

### Rehabilitation Benefits

If an insured person suffers an injury and is receiving benefits for total disablement under Section A of this Policy, we will provide the benefits shown below, but only at our discretion and with the insured person's agreement. The maximum we will pay under all these benefits is \$10,000 in total, and all rehabilitation services must be undertaken by a provider agreed by us.

### Return to work assistance

We will arrange professional help to assist the insured person return to work including:

- occupational therapy;
- physiotherapy;
- counselling;
- specialist medical assistance;

according to the recommendations of the insured person's manager.

## Serious disability assistance

If the insured person suffers total disablement which will be assisted by rehabilitation we will provide:

- necessary special equipment to assist in a return to work or as an aid to daily living;
- specialist counselling to enable the contractor to cope with the disability.

## Vocational training/retraining

If the insured person suffers total disablement which will be assisted by rehabilitation we will provide vocational assessment advice and assistance retraining to enable employment in another occupation if it is appropriate.

## When you are not covered

### General exclusions applying to the whole 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:

- (a) 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
- (b) Any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  - involves violence against one or more persons, or
  - involves damage to property, or

- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

- (c) 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 (a), (b) or (c) above.

### Additional exclusions applying to the whole of this Policy

This Policy does not cover:

- (a) Pregnancy, childbirth or miscarriage or any complication arising from any of those conditions.
- (b) Intentional self injury or suicide or any attempt at suicide.
- (c) Flying or other aerial activity unless as a passenger in a properly licensed aircraft.
- (d) The insured person's criminal or illegal act.
- (e) Training for or playing in any professional or non-professional sport, or activity organised by any sporting organisation, authority, club or centre.
- (f) The insured person's use of alcohol or drugs unless the drugs have been prescribed by a registered medical practitioner and used as per registered medical practitioner's instructions.

We will not make any payment under the Policy at a time when the insured person is serving a prison sentence or is outside Australia.

We will not pay for any claim under any section of the Policy if the insured person is over 70 years of age.

## General conditions

### Changing your Policy

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

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

### Other interests

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

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

### Cancelling your Policy

#### How you may cancel this Policy

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

#### How we may cancel this Policy

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

#### The premium

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

### Notices

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

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

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

## Claims

### What you must do

1. If anything happens that is likely to lead to a claim the insured person must:
  - follow medical advice from a qualified medical practitioner as soon as possible after sustaining injury or illness, and
  - give us notice in writing, by telephone or in person describing the occurrence, and
  - tell us promptly, and
  - fully complete our claim form and return it to us within 30 days after a payable condition occurs, and
  - at our expense, undergo any medical examination by a doctor appointed by us if we require it, and
  - at your expense, provide us with any information about the claim we ask for including:
    - doctor's reports
    - letters and notices you receive from anyone else about your claim.
2. If you or the insured person act fraudulently we can reject the claim altogether and cancel this Policy.
3. You and the 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.
4. You and the insured person must make every endeavour to minimise the weekly benefit we are required to pay under this Policy in respect of the insured person while the insured person is disabled.
5. 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 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.
6. We will pay benefits to you or to the insured person unless you instruct us to do otherwise.

## 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 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.

