



QBE Insurance (Australia) Limited

Injury Illness for Licensed Jockeys Policy

Product Disclosure Statement and Accident & Illness Insurance Policy

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About this booklet

Important information

The Important Information 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 Policy Terms and Conditions for full details).

The Important Information 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 this booklet carefully.

Policy Terms and Conditions

The Policy Terms and Conditions detail all the terms, conditions and exclusions relating to the Policy.

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 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

Insurer

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

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

Significant benefits and features

We believe the most significant benefits of this insurance Policy are that it offers twenty-four (24) hour cover for losses resulting from injury or illness.

You may also elect to be covered 'Outside working hours' only.

The Policy provides a choice of cover. You can choose cover for weekly benefits - injury, only or weekly benefits - injury and weekly benefits - illness

- Section A – This Policy does not contain a Section A
- Section B – Weekly benefits – Injury
- Section C – Weekly benefits – Illness

The Policy provides:

- periodic payments (if you have chosen cover for weekly benefits – injury or weekly benefits – illness) to replace income that is lost following an injury or an illness.

The Policy does not cover certain things.

Claims may be refused in certain circumstances. Please refer to the Policy Terms and Conditions 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 B – Weekly benefits – Injury

- illness.

Section C – Weekly benefits – Illness

- injury,
- HIV or any condition caused by HIV including AIDS,
- pregnancy, childbirth or miscarriage.

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 fare paying passenger on an airline with scheduled flights,
- (f) driving or riding in any kind of motorised race, time trial or practice for such an event,

- (g) use of a motorcycle, motor scooter, or all-terrain vehicle except for agricultural or pastoral purposes, or commuting directly to and from your place of work and your home,
- (h) a criminal or illegal act committed by you,
- (i) alcoholism or drug addiction,
- (j) participating in or training for any professional sport other than horse racing,
- (k) driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law,
- (l) any pre-existing condition.,
- (m) temporary residence outside of Australia for a cumulative period in excess of sixty (60) days during the period of insurance.

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

The amount of any claim made against the Policy may be reduced where an excluded period of claim applies. An excluded period of claim is the number of days after medical treatment by a registered medical practitioner, for which we will not pay any benefits. An excluded period of claim will apply for 'Weekly benefits – Injury' or 'Weekly benefits – Illness'.

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 including both the Important Information and the Policy Terms and Conditions carefully. Please ask your financial services provider if you are unsure about any aspect of this product.

This Policy does not cover you if you have resided outside of Australia for a cumulative period of sixty (60) days or more during the period of insurance. If there is any possibility that you may work outside of Australia you should discuss this with your financial services provider before deciding to take out this Policy.

The Policy will not cover some health problems you had before cover commenced. Health problems not covered are those that are chronic or we think are likely to recur.

Your sum insured may not be adequate

To ensure that the amount of insurance is adequate to cover losses in the event of a claim, you should establish an adequate sum insured when initially arranging cover and also take care to amend the sums insured when your situation changes.

If you have chosen cover for 'Weekly benefits – Injury' or 'Weekly benefits – illness' and you apply for a weekly benefit sum insured that is less than the earnings you stand to lose, your periodic payments will be capped to the weekly sum insured you choose.

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

Under insurance

The Policy will pay you the amount of earnings lost by you up to the weekly benefit shown in your Policy Schedule.

Overdue premium

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

If you pay an annual premium and you have not paid by the due date or your payment is dishonoured, or, if you pay your premium by instalments and your first instalment payment is dishonoured, this Policy will not operate and there will be no cover.

If you pay your premium by instalments and any instalment remains unpaid for:

- fourteen (14) days or more we may refuse to pay any claim,
- one (1) month or more we may cancel this Policy.

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

A claim may be refused

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

The cost of this insurance Policy

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

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

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

- your occupation and duties,
- the sums insured you choose,
- your age,
- any hazardous pursuits and pastimes you undertake.

Premium payments can be made annually or by instalments. you should arrange your method of payment through your financial services provider. A quote for premium may be obtained from your financial services provider.

The General Insurance Code of Practice

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

The Code aims to:

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

Privacy

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

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

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

Resolving complaints & disputes

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

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

Something not right?

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

Step 1 – Talk to us

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

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

Step 2 – Escalate your complaint

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

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

Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the 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"> complaints@qbe.com, to make a complaint. privacy@qbe.com, to contact us about privacy or your personal information. customercare@qbe.com, to give feedback or pay a compliment.
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

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 a claim are provided in the Claims section of this booklet.

Taxation implications

Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found in Part B Terms and Conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

- The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.
- When we pay a claim, your GST status will determine the maximum amount we pay.

Other 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.

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, unless you have chosen to pay by instalments.

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your financial services provider electronically or in writing within twenty-one (21) days from the date the Policy commenced.

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

Financial Claims Scheme

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

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

Policy Terms and Conditions

Insurer

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

Our agreement with you

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

The 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 Policy consists of the Policy Terms and Conditions and any Policy Schedule we give you.

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

If you want more information about any part of your Policy, please ask us, or your financial services provider.

The address and telephone number of your QBE branch are on your Policy Schedule.

You should keep your Policy booklet and Policy Schedule together in a safe and convenient place for future reference.

Providing proof

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.

Keeping us up to date

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

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

Otherwise, we may

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

You must also notify us immediately if:

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

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

Jurisdiction

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

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

Subrogation

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

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

How you can pay your premium

You can pay your premium:

- in one annual payment by cash, cheque, credit card or EFTPOS, or
- in monthly instalments by direct debit from your credit card or from your account with your financial institution.

Paying your annual premium

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

Paying your instalment premium

If you are paying your premium for the first time by instalments we will deduct instalments each month on the day of the month that you nominate as your payment date.

If you are renewing your Policy and you paid your previous policy by instalments, we will continue to deduct instalments for your renewed policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise.

If you have nominated the 29th, 30th or 31st of the month as your payment date, we will deduct your instalment payment on the next day if those dates don't occur in a month.

Details of your instalments are shown on your Policy Schedule.

If your first instalment of premium when you take out your Policy or renew it is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for fourteen (14) days or more.

If any instalment of premium has remained unpaid for one (1) month, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount we pay under a claim any unpaid premium or instalment of premium.

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. you must do this no later than seven (7) days before your next instalment is due.

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.

How Goods and Services Tax affects any payments we make

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the amount we pay.

When you are:

- (a) not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST;
- (b) registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a Damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

Types of cover

The Policy provides a choice of cover. You can choose cover for weekly benefits – injury only or weekly benefits – injury and weekly benefits – illness:

- Section A – this Policy does not contain a Section A
- Section B – Weekly benefits – Injury
- Section C – Weekly benefits – Illness

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

Section A – This Policy does not contain a Section A

Section B – Weekly Benefits – Injury

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

What we will pay

We will pay the weekly benefit set out in the compensation table in this section of the Policy 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 any claim under this section of the Policy if a claim arises directly or indirectly out of an illness

This Policy does not cover you if you have resided outside of Australia for a cumulative period of sixty (60) days or more during the period of insurance.

The general and additional exclusions set out under 'Exclusions – when you are not covered' in this Policy may also affect a claim.

Weekly benefit – Injury restrictions

- (a) Any payable condition claimed must occur within twelve (12) months of the date of injury.
- (b) Successive periods of partial or total disablement:
 - resulting from the same injury, and
 - which are not separated by a return to active employment for six (6) months or more, will be considered as one period of partial or total disablement.
- (c) Weekly benefits will be paid after the excluded period of claim has elapsed.
- (d) We will pay weekly benefits while you continue to suffer partial or total disablement up to a maximum period shown in the Policy Schedule.
- (e) Notwithstanding paragraphs (b) and (d), we will not pay weekly benefits for any partial or total disablement:
 - which commences or recurs after the expiry of this Policy; or
 - when you are on unpaid leave or on maternity leave;
 - when you are outside Australia.
- (f) We will stop paying weekly benefits if you commence any new occupation while you are receiving weekly benefits.
- (g) We will not pay weekly benefits for more than one injury or illness at any one time.
- (h) We will not pay any weekly benefits if there is no loss of earnings as a result of an injury.
- (i) The reimbursement of fixed business expenses will be payable subject to the following:
 - we will only reimburse fixed business expenses if you are entitled to claim a weekly benefit for total disablement;
 - we will only reimburse fixed business expenses for which you can provide evidence of expenses incurred during the period of total disablement;
 - you must suffer a loss of taxable income to be entitled to claim for fixed business expenses, if there is no loss of taxable income then no weekly benefit is payable;

- reimbursement of fixed business expenses will be apportioned based on the period of time the expense relates to and the period of total disablement;
- reimbursement of fixed business expenses is payable up to a maximum benefit period of fifty-two (52) weeks or lesser period as stated in the Policy Schedule;
- the weekly benefit limit shown in the Policy Schedule includes fixed business expenses as part of your declared earnings;
- fixed business expenses will be limited to a maximum of 60% of weekly benefit limit shown in the Policy Schedule;
- the weekly benefit limit is the maximum amount we will pay under this section of the Policy.
The weekly benefit we pay will be:
 - the earnings you have actually lost; or
 - the amount shown in the compensation table in this section of the Policy; which can include fixed business expenses to a maximum of 60% of the weekly benefit limit shown in the Policy Schedule if you are self-employed or a working director. If we pay a proportion as fixed business expenses, the most we will pay is the amount shown in the Compensation Table in this Section, whichever is less, and will be reduced by:
- any amounts you are entitled to receive from:
 - > sick leave,
 - > any group or individual Personal Accident Policy or income replacement policy or any other injury and illness policy,
 - > any statutory workers compensation or transport accident scheme, and
- income that you derive or are able to derive from any gainful occupation.

Compensation table – Weekly benefits – Injury

Payable condition – an Injury resulting in	Compensation
total disablement	up to the weekly benefit limit shown in your Policy Schedule
partial disablement	up to the weekly benefit limit shown in your Policy Schedule

Section C – Weekly Benefits – Illness

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

What we will pay

We will pay the weekly benefit set out in the compensation table in this section of the Policy if:

- the payable condition shown occurs during the period of insurance, and
- the payable condition is caused by an illness, and
- you cannot work for more than five (5) consecutive days from the first day that you receive treatment or advice from a registered medical practitioner.

What we will not pay

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

- injury,
- HIV or any condition caused by HIV including AIDS,
- pregnancy childbirth or miscarriage.

This Policy does not cover you if you have resided outside of Australia for a cumulative period of sixty (60) days or more during the period of insurance.

The general and additional exclusions set out under 'Exclusions – when you are not covered' in this Policy may also affect a claim.

Weekly benefits – Illness restrictions

- (a) Any payable condition claimed must occur within twelve (12) months of the date of illness.
- (b) Successive periods of partial or total disablement:
 - resulting from the same illness; and
 - which are not separated by a return to active employment for six (6) months or more; will be considered as one period of partial or total disablement.
- (c) Weekly benefits will be paid after the excluded period of claim has elapsed.
- (d) We will pay weekly benefits while you continue to suffer partial or total disablement up to the maximum period shown in the Policy Schedule unless the partial or total disablement is caused directly or indirectly by mental illness or disorders (including but not limited to anxiety disorders, nervous disorders, depression, stress, fatigue, exhaustion, psychiatric complications of physical disorders, behavioural disorders) or chronic fatigue syndrome. In that case we will pay up to a maximum of twenty-six (26) weeks.
- (e) Notwithstanding paragraphs (b) and (d), we will not pay weekly benefits for a period of partial or total disablement:
 - which commences or recurs after the expiry of this Policy; or
 - when you are on unpaid leave or on parental leave;
 - when you are outside Australia.
- (f) We will stop paying weekly benefits if you commence any new occupation while you are receiving weekly benefits.
- (g) We will not pay weekly benefits for more than one injury or illness at any one time.
- (h) We will not pay any weekly benefits to you if there is no loss of earnings as a result of an illness.
- (i) The reimbursement of fixed business expenses will be payable subject to the following:
 - we will only reimburse fixed business expenses if you are entitled to claim a weekly benefit for total disablement;
 - we will only reimburse fixed business expenses for which you can provide evidence of expenses incurred during the period of total disablement;
 - you must suffer a loss of taxable income to be entitled to claim for fixed business expenses, if there is no loss of taxable income then no weekly benefit is payable;
 - reimbursement of fixed business expenses will be apportioned based on the period of time the expense relates to and the period of total disablement;

- reimbursement of fixed business expenses is payable up to a maximum benefit period of fifty-two (52) weeks, except 'Weekly benefit - Illness restriction' (d), which is limited to twenty six (26) weeks, or lesser period as stated in the Policy Schedule;
- the weekly benefit limit shown in the Policy Schedule includes fixed business expenses as part of your declared earnings;
- fixed business expenses will be limited to a maximum of 60% of weekly benefit limit shown in the Policy Schedule;
- the weekly benefit limit is the maximum amount we will pay under this section of the Policy.

The weekly benefit we pay will be:

- the earnings you have actually lost, or
- the amount shown in the compensation table in this section of the Policy,

which can include fixed business expenses to a maximum of 60% of the weekly benefit limit shown in the Policy Schedule if you are self-employed or a working director. If we pay a proportion as fixed business expenses, the most we will pay is the amount shown in the 'Compensation table' in this section, whichever is less, and will be reduced by:

- any amounts you are entitled to receive from:
 - > sick leave;
 - > any group or individual Personal Accident Policy or income replacement policy or any other injury and illness policy;
 - > any statutory workers compensation or transport accident scheme; and
- income that you derive or are able to derive from any gainful occupation.

Compensation table – Weekly benefits – Illness

Payable condition – an illness resulting in:	Compensation
1. total disablement	up to the weekly benefit limit shown in your Policy Schedule
2. partial disablement	up to the weekly benefit limit shown in your Policy Schedule

Additional benefits for Weekly benefits – Injury or Illness

Indexed weekly benefit

If we pay you a weekly benefit under this Policy and:

- the benefit period shown in the Policy Schedule is greater than fifty-two (52) weeks, and
- we pay you weekly benefits for the same injury or illness for more than fifty-two (52) weeks,

we will increase your weekly benefit each subsequent year by either:

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

whichever is the lesser.

Rehabilitation additional benefit

If we pay you a weekly benefit under this Policy, we will also pay for the cost of a return to work program if:

- we consider the program reasonable, and
- your registered medical practitioner agrees,

up to a maximum of \$5,000.

Exclusions – when you are not covered

General exclusions applying to 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:
 - (a) involves violence against one or more persons, or
 - (b) involves damage to property, or
 - (c) endangers life other than that of the person committing the action, or
 - (d) creates a risk to health or safety of the public or a section of the public, or
 - (e) 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, or any local autonomous sanctions.

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:

- (a) intentional self injury or suicide or any attempt at suicide;
- (b) flying or other aerial activity unless as a fare paying passenger on an airline with scheduled flights;
- (c) driving or riding in any kind of motorised race, time trial or practice for such an event
- (d) use of a motorcycle, motor scooter, or all-terrain vehicle except for agricultural or pastoral purposes, or commuting directly to and from your place of work and your home
- (e) a criminal or illegal act committed by you
- (f) alcoholism or drug addiction
- (g) participating in or training for any professional sport other than horse racing
- (h) driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law
- (i) any pre-existing condition.

This Policy does not cover you if you have resided outside of Australia for a cumulative period of sixty (60) days or more during the period of insurance prior to any claim.

We will not pay any benefits under any section of this Policy which are considered to be 'Health Insurance Business', as defined within the Private Health Insurance Act 2007 (Cth) and its regulations.

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

- (a) If anything happens that is likely to lead to a claim you must:
 - follow medical advice from a registered 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 thirty (30) days after a payable condition occurs, and
 - at our expense, undergo any medical examination by a doctor appointed by us if we require it, and
 - at your expense, provide us with any information about the claim we ask for including:
 - > doctor's reports;
 - > letters and notices received from anyone else about the claim.
- (b) If you act fraudulently we can reject the claim altogether and cancel this Policy.
- (c) you must give us written notice as soon as possible of every event, and all information in regard to matters which may lead to cover under this Policy.
- (d) you must make every endeavour to minimise the weekly benefit we are required to pay under this Policy while you are disabled.
- (e) In the event of a claim you must advise us of any other insurance you have covering the same risk. If you 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.

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 the 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.

Definitions – words with special meaning

Word or term	Meaning
Compensation	the amount of benefit shown in the Compensation Tables of this Policy.
Earnings	<ol style="list-style-type: none"> 1. If you are self-employed or if you are a working director earnings means your gross weekly income from personal exertion less costs and expenses, other than fixed business expenses incurred in deriving that income, averaged over the twelve (12) months prior to injury or illness or any shorter period that you have been employed in your occupation. 2. If you are an employee earnings means your gross weekly base rate of pay, excluding overtime payments, bonuses, commission or allowances, averaged over the twelve (12) months prior to injury or illness or any shorter period that you have been employed in your occupation.
Excluded period of claim	the consecutive number of days of disablement specified in the Policy Schedule after medical treatment by a registered medical practitioner.
Fixed business expenses	<ul style="list-style-type: none"> • expenses (costs) incurred in your occupation in the twelve (12) months immediately prior to the injury or illness, provided that those expenses are allowable deductions for income tax purposes, including but not limited to: • employee wages; • superannuation; • workers compensation payments; • payroll tax; • insurance, rent or mortgage interest payments; • bank or postal charges; • electricity, water, gas or telephone charges; • laundry or cleaning charges; • property rates; • hire purchase or leasing of equipment or automobile; and • general office related charges • Fixed business expenses do not include: • expenses associated with personal remuneration (i.e. salary, wages, fees, commission, allowances, etc.) of any kind, for you or your replacement; • depreciation; or • purchasing equipment, stock or merchandise of any nature.
Illness	any sickness or disease or degenerative condition which first occurs during the period of insurance.

Word or term	Meaning
Injury	<p>bodily injury which:</p> <ul style="list-style-type: none"> • is caused by an accident that occurs during the period of insurance; and • is not an illness; and • is the absolute, sole and independent cause of a payable condition covered under this Policy which occurs within twelve (12) months of the injury
Occupation	your usual occupation, business, trade or profession shown in the Policy Schedule
Partial disablement	an injury that prevents you from carrying out a substantial part of all of the normal duties of your occupation.
Payable condition	is the condition set out in the compensation table under each section of this Policy.
Period of insurance	the period shown in the Policy Schedule.
Policy Schedule	the latest Policy Schedule we give you, including any endorsement schedule or any renewal schedule.
Pre-existing condition	includes any injury, illness, disease, sickness, degenerative condition, medical condition and any other condition or symptoms thereof, for which you have received any form of medical or prescribed treatment, advice or attention from a registered medical practitioner, chiropractor, physiotherapist, psychiatrist or naturopath, at any time prior to the commencement of each period of insurance. This does not include the common cold or flu viruses.
Professional sport	is an activity which is competitively engaged in, governed by a set of rules or customs, requiring physical exertion, for which you receive a financial reward, payment or remuneration for your efforts and/or achievements. This will not include participation in sporting activities on an amateur basis (i.e. financial reward, payment or remuneration is less than 20% of your earnings).
Registered medical practitioner	a medical practitioner who holds a current registration with the respective Medical Practitioners Board/Medical Board in Australia in the jurisdiction they practice in.
Total disablement	<p>total disablement as a result of injury covered under Weekly Benefits – Injury that entirely prevents you from:</p> <ul style="list-style-type: none"> • carrying out all the normal duties of your usual occupation, business or profession, or • where you are engaged in more than one occupation, business or profession, carrying out all of the normal duties of all of them.

Word or term	Meaning
	If 'Weekly benefits – Illness' cover has been selected, total disablement will also mean such inability resulting from illness.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You, your	the insured shown in the Policy Schedule.

