



QBE Insurance (Australia) Limited

Group Personal Accident Policy for Racing Australia

Accident and Health Insurance Policy



Contents

About this booklet	3
For more information or to make a claim	3
About QBE Australia	3
Important Information	3
Group policies: About your right to claim	3
The General Insurance Code of Practice	3
Privacy	4
Resolving complaints & disputes	4
Contacting QBE's CCU, AFCA or the OAIC	4
Financial claims scheme	4
Policy wording	5
Our agreement	5
Words with special meanings	5
Section A – Capital Benefits	6
Section B – Weekly Benefits – Injury	9
General exclusions	9
General conditions	10
Claims	11
Other terms	12

About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- your financial services provider. The contact details for your financial services provider are shown on your 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 largest insurers and reinsurers in the world.

Important Information

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

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

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

Group policies: About your right to claim

This is a group policy which the insured has entered into with us for the period of insurance. You may be eligible to claim under it as a third-party beneficiary, provided you met the eligibility criteria specified in the Policy, or under a particular cover, at the time loss or damage occurred.

You can't cancel or vary the Policy – only the contracting insured and we can do this. If the policy is cancelled or varied by us, we don't need to obtain your consent.

We also don't provide you with any notices in relation to this Policy. We only send notices to the insured as it's the only entity we have contractual obligations to.

You're not obliged to accept any of the benefits of this Policy but if you make a claim, you'll be bound by its terms, conditions, limitations and exclusions.

Neither we nor the insured hold the cover(s) or the benefits provided under the Policy on trust or for your benefit or on your behalf. The insured also doesn't:

- Act on behalf of us or you in relation to the Policy
- Provide, and is not authorised to provide, any financial product advice, recommendations or opinions about the Policy or any cover; and
- Receive any remuneration or other benefits from us.

If you're seeking to access the benefit of the Policy, you should consider obtaining advice as to whether it is appropriate for your needs from a person who is licensed to give such advice.

Nothing prevents you from entering into other arrangements regarding insurance.

To confirm if you may have access to the Policy, and its currency, please refer to the 'For more information or to make a claim' section at the front of this booklet.

The General Insurance Code of Practice

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

The Code aims to:

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

Privacy

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

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

Financial claims scheme

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

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

How to contact APRA

Phone	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.fcs.gov.au

Policy wording

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

Our agreement

This Policy is a legal contract between the insured and us and it's made up of the Policy Wording and, if one applies, the Policy Schedule. The insured pays us premium 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.

When we say	We mean
Act of terrorism	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: <ul style="list-style-type: none"> (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.
Aggregate deductible	the total amount of any one claim or series of claims (less the applicable excess/s) which be first borne by the insured during any one period of insurance.

When we say	We mean
Aggregate limit of liability	the maximum amount we will pay for any one event involving you and any other person insured under this Policy. The aggregate limit of liability is shown in the Policy Schedule.
Career-ending injury	means permanent disablement as a result of injury that entirely prevents you from carrying out your occupation as a jockey. 'Career ending injury' does not mean 'total disablement'.
Compensation	the amount of benefit shown in the 'Compensation tables' of this Policy.
Full-time	a person who has no secondary occupation for which you receive remuneration.
Franchise period of claim	the franchise period of claim is set out in the Policy Schedule.
Horse racing occupation	any of the following occupations and associated activities within the thoroughbred horse racing industry: <ul style="list-style-type: none"> (a) horse trainer / pre-trainer, (b) horse transportation / driver, (c) jockey instructor / trainer, (d) horse riding instructor, (e) barrier attendant, (f) racecourse manager, (g) race track / facility maintenance, (h) track supervisor, (i) stable foreman / stable hand, (j) strapper, (k) horse breaker, (l) track work rider, or (m) farrier.
Illness	any sickness, disease, congenital condition or degenerative condition or degenerative disease.
Injury	bodily injury resulting from an accident which is not an illness and which: <ul style="list-style-type: none"> (a) occurs during the period of insurance, and (b) occurs solely and independently of any other cause in the events covered under this Policy, and (c) includes any condition resulting from exposure to the elements as a result of injury.
Insured	Racing Australia Limited ABN 89 105 994 330. Racing Australia is the contracting insured under this Policy.

When we say	We mean
Jockey	a person licensed by a Principal Racing Authority as an apprentice jockey or jockey to do any of the following: <ul style="list-style-type: none"> (a) riding a thoroughbred horse in a race, (b) riding in an official trial, (c) riding in a jump-out, or (d) riding during trackwork.
Loss	in connection with a limb or part of a limb means physical severance or permanent loss of use.
Part-time	a person who has a secondary occupation and receives remuneration for it.
Partial disablement	disablement as a result of injury covered under 'Weekly benefits - Injury' that prevents you from carrying out a substantial part of all the normal duties of your usual occupation.
Period of insurance	the period of insurance shown in the Policy Schedule this policy operates for.
Permanent	continuing for at least 12 months and which thereafter will, in all probability, continue for life.
Pre-existing condition	any illness, injury, disability or other condition including any symptoms or side effects of these: <ul style="list-style-type: none"> (a) of which you're aware or a reasonable person in the circumstances would be expected to have been aware; or (b) for which you've sought or received medical attention, undergone tests or taken prescribed medicines in the twelve months immediately prior to your individual effective date of cover under this Policy.
Policy Schedule	the latest policy schedule to this Policy, including any endorsement schedule or any renewal schedule.
Pre-disability earnings	your gross weekly income from personal exertion averaged over the twelve (12) months immediately prior to the date of injury.
Principal Racing Authority	an authority that supervises and controls thoroughbred racing in each state or territory of Australia.
Total disablement	Where you're a full-time jockey, permanent disablement as a result of injury that entirely prevents you from: <ul style="list-style-type: none"> (a) being a jockey; and (b) performing any horse racing occupation. Where you're a part-time jockey, permanent disablement as a result of injury that entirely prevents you from:

When we say	We mean
	<ul style="list-style-type: none"> (a) being a jockey; and (b) carrying out your secondary occupation; and (c) performing any horse racing occupation. 'Total disablement' does not mean 'career ending injury'.
Thoroughbred horse	any horse registered to race under the Australian Rules of Racing.
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

What we will pay

We will pay you an amount set out in either 'Compensation Table A' or 'Compensation Table B', but not both, if you suffer one of the payable condition shown which:

- (a) occurs during the period of insurance, and
- (b) is as a result of an injury.

What we will not pay

We won't pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- (a) illness,
- (b) suicide or attempted suicide.

Capital benefit restrictions

- (a) Any payable condition claimed under capital benefits must occur within twelve (12) months of the date of injury, or any greater time that we may allow.
- (b) The maximum that we will pay is 100% of the capital sum insured in 'Compensation Table A'.
- (c) We will not pay for more than one of the payable conditions in 'Compensation Table B'.
- (d) All further cover ceases if you become entitled to a capital benefits of 100% of the capital sum insured under 'Compensation Table A' or 'Compensation Table B'.
- (e) Any capital benefit payable will be reduced by any amount of any weekly benefit we have paid or are liable to pay under 'Section B – Weekly benefits – Injury' in connection with the same injury.
- (f) Any capital benefit payable under this section will be reduced by any amounts paid under the disappearance capital benefit.
- (g) The maximum amount we will pay is the aggregate limit of liability

Compensation Table A – Capital benefits

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	100%
3. Permanent paraplegia	100%
4. Permanent quadriplegia	100%
5. Permanent unsound mind to the extent of legal incapacity	100%
6. Permanent and incurable paralysis of all limbs	100%
7. Permanent total loss of the entire sight of one or both eyes	100%
8. Permanent total loss of hearing in both ears	100%
9. Permanent total loss of the use of both hands	100%
10. Permanent total loss of the use of both arms	100%
11. Permanent total loss of the use of both feet	100%
12. Permanent total loss of the use of both legs	100%
13. Permanent total loss of the use of one hand and one foot	100%
14. Permanent total loss of the use of one hand and one arm	100%
15. Permanent total loss of the lens of one eye	50%
16. Permanent total loss of the hearing in one ear	50%
17. Permanent total loss of the use of one foot or one leg	50%
18. Permanent total loss of the use of four fingers and thumb of either hand	75%
19. Permanent total loss of the use of four fingers of either hand	40%

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

Compensation Table B – Career-ending injury

Injury resulting in: Payable condition	Capital sum
Career-ending injury up to 25 years of age	\$125,000
Career-ending injury 26 years of age	\$120,000
Career-ending injury 27 years of age	\$115,000
Career-ending injury 28 years of age	\$110,000
Career-ending injury 29 years of age	\$105,000
Career-ending injury 30 to 35 years of age	\$100,000
Career-ending injury 36 years of age	\$95,000
Career-ending injury 37 years of age	\$90,000
Career-ending injury 38 years of age	\$85,000
Career-ending injury 39 years of age	\$80,000
Career-ending injury 40 years of age	\$77,500
Career-ending injury 41 years of age	\$75,000
Career-ending injury 42 years of age	\$72,500
Career-ending injury 43 years of age	\$70,000
Career-ending injury 44 years of age	\$67,500
Career-ending injury 45 years of age	\$65,000
Career-ending injury 46 years of age	\$62,500
Career-ending injury 47 years of age	\$60,000
Career-ending injury 48 years of age	\$57,500
Career-ending injury 49 years and above	\$55,000

Lifestyle modification

If you're paid a capital benefit under any of payable conditions 2, 3, 4 or 6 of 'Compensation Table A', we will also pay for the costs necessarily incurred by you:

- (a) in modifying your motor vehicle or home; or
- (b) in relocating to a suitable home;

up to a maximum of \$10,000 in all.

Disappearance capital benefit

If you're travelling, and:

- (a) your means of transportation disappears, sinks or is wrecked, and
- (b) your body has not been found within one year,

we will presume you've died as a result of injury and we will pay the death benefit accordingly. If we have paid a disappearance capital benefit we will not pay for any other capital benefits as well.

If you're later found to be alive then the beneficiary of the payment must refund the amount we have paid.

Section B – Weekly Benefits – Injury

What we will pay

We will pay you a weekly benefit of the amounts as set out in the compensation table in this section of the Policy if the payable condition shown:

- (a) occurs during the period of insurance, and
- (b) is as a result of an injury.

What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of or is in relation to an illness.

Weekly benefit – Injury restrictions

- (a) Any payable condition claimed must occur within twelve (12) months of the date of injury.
- (b) Successive periods of disablement
 - (i) resulting from the same injury, and
 - (ii) which are not separated by a return to active full-time employment for six (6) months or more,
 will be considered as one period of disablement.
- (c) Notwithstanding restriction (b), if surgery for a previously claimed injury is necessary to finalise treatment of that injury, any successive periods of disablement which:
 - (i) result from the same injury, and
 - (ii) occur within twenty-four (24) months of the original payable condition
 will be considered as one period of disablement.

- (d) Weekly benefits will be paid after the franchise period of claim has elapsed.
- (e) We will continue to pay weekly benefits while you suffer disablement up to a maximum of fifty-two (52) weeks or any other period shown in the Policy Schedule.

The weekly benefit we pay will be:

- (a) the amount shown in the compensation table in this section of the Policy, or
- (b) the amount of your pre-disability earnings which you've actually lost,

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 benefits – Injury

Injury resulting in: Payable condition	Compensation as a percentage of the weekly benefit shown in the Policy Schedule
Total disablement (weekly benefit)	100%
Partial disablement (weekly benefit)	100% less any amount actually earned during the period of Partial disablement

Prior disablement benefit

Where:

- you suffer total disablement as a result of injury covered under this section, and
- in the 12 months prior to the injury you suffered one or more other injuries, and
- the other injuries resulted in a separate claim or claims for total disablement as a result of injury covered under 'Section B – Weekly Benefits – Injury', and
- the total amount of weeks of total disablement exceeded 26 weeks, and
- you received no earnings during the 26 weeks,

then the definition of 'pre-disability earnings' is amended to:

'your gross weekly income from personal exertion over the 36 months immediately prior to injury.'

Rehabilitation additional benefit

If we pay you 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:

- (a) we consider them reasonable, and
- (b) your medical practitioner agrees,

up to a maximum of \$5,000 in all.

General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, 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; or
- (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.

Age exclusion

We will not pay for any claim under any section of the Policy if you're over sixty-seven (67) years of age.

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).

Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

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:

- intentional self injury or suicide or any attempt at suicide,
- flying or other aerial activity unless as a passenger in a properly licensed aircraft,
- criminal or illegal acts,
- riding or taking part in or training for non-thoroughbred or other animal race, trial, jump out or event,
- psychotic or psychoneurotic disorders,
- 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 legal driving limit for the jurisdiction you're in as being under the influence of intoxicating liquor,
- any pre-existing condition, other than provided for under this Policy.

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.

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.

- (a) If anything happens that is likely to lead to a claim, you or the insured must:
 - (i) follow medical advice from a qualified medical practitioner as soon as possible after sustaining injury or illness,
 - (ii) give us notice in writing, by telephone or in person describing the occurrence,
 - (iii) tell us promptly,
 - (iv) fully complete our claim form and return it to us within thirty (30) days after a payable condition occurs,
 - (v) undergo any medical examination by a doctor appointed by us if we require it and at your expense provide us with any information about the claim we ask for including:
 - > doctor's reports;
 - > letters and notices you receive from anyone else about your claim.
- (b) 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.
- (c) We have the sole right to make admissions. We may refuse to protect you if you or the insured admits fault, makes any offer of payment or defends a claim in court without our consent.
- (d) We will pay benefits to you unless you instruct us to do otherwise.

Aggregate deductible

You will advise all insurable losses to appointed Loss Adjuster who will manage all claims on your behalf.

The aggregate deductible funds are requested by QBE to pay claims costs under this program up to the specified amount. Aggregate deductible funds are used to pay claims in accordance with the policy schedule and wording.

The insured is required to maintain sufficient funds up to the specified aggregate deductible amount (less amounts already paid to us) at all times to pay claim costs for the respective policy period. The insured is required to pay the aggregate deductible fund instalments within 30 days upon receipt of an invoice from us.

Upon the expiry of the aggregate deductible standard excesses will apply thereafter. Claim costs in excess of the aggregate deductible are covered under this insurance policy up to the aggregate limit of liability. We will not be liable to make any payment under this policy until the paid losses exceed the aggregate deductible during any one period of insurance.

Any surplus aggregate deductible funds shall be repaid to the insured 12 months after the policy period has expired provided all reported and lodged claims for the expired policy period have been finalised.

Aggregate limit

This Policy is subject to an aggregate limit. The aggregate limit is the maximum amount we will pay for all claims arising out of any one event or occurrence. The aggregate limit for this Policy is set out in the Policy Schedule.

If the aggregate limit is not enough to pay all claims in full, then we'll reduce the amount we pay for each claim proportionately.

Contribution

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

Franchise period of claim

This Policy is subject to a franchise period of claim. The franchise 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 a registered medical practitioner certifies that you're unable to work before a weekly benefit becomes payable.

If the specified number of days is exceeded, the benefit becomes payable from the first day that you're certified as unable to work.

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.

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.

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.

Geographical limits

This Policy applies anywhere in Australia. If you're permanently domiciled in Australia we'll automatically grant you a maximum sixty (60) day overseas extension one trip. If you're going to take a trip which is over 60 days, you won't be covered unless we agree to cover you and any additional premium we require is paid.

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.

Scope of cover

This Policy applies twenty-four (24) hours a day, 365 days a year, during the period of insurance.

