

# Speedway injury policy

**QBE Insurance (Australia) Limited**

Product disclosure statement and accident & health insurance policy



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## About this booklet

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

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

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

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

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

### For more information or to make a claim

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

- Marsh Advantage Insurance

GPO Box 2637

Adelaide SA 5001 Australia

Telephone toll free within Australia 1300 413 484

Calling from outside Australia Tel + 61 8 8385 3600

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:

- Marsh Advantage

### About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

### About Marsh Advantage Insurance

Marsh Advantage Insurance ABN 31 081 358 303, AFSL 238369 has arranged this policy. Marsh Advantage are available to provide information about this Policy, including its currency and whether or not you're eligible to claim under it.

## 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 access cover

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

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

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

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

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

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

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

Nothing prevents you from entering into other arrangements regarding insurance.

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

### General Insurance Code of Practice

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

The Code aims to:

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

### Privacy

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

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

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

### Resolving complaints & disputes

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

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

### Something not right?

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

#### Step 1 - Talk to us

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

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

#### Step 2 - Escalate your complaint

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

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

#### Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

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

#### *Disputes not covered by the FOS Australia Terms of Reference*

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE Customer Care, FOS or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

### How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

### How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial Claims Scheme

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

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

### How to contact APRA

Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.fcs.gov.au">www.fcs.gov.au</a>

## Taxation implications

There may be taxation implications if you're paid a weekly benefit under this Policy. We recommend you seek professional advice.

## Policy Wording

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

### Our agreement with you

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

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 shown on 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.
Excluded period of claim	the number of days after medical treatment by a registered medical practitioner, for which you will not receive a weekly benefit.
Injury	<p>bodily injury resulting from accident, which is not an illness and is not of a repetitive nature and which</p> <ul style="list-style-type: none"> <li>• occurs during the period of insurance and</li> <li>• within twelve (12) months of the injury, results solely and independently of any other cause in the events covered under this Policy and</li> <li>• includes any condition resulting from exposure to the elements as a result of injury.</li> </ul> <p>Injury does not include:</p> <ul style="list-style-type: none"> <li>• any consequences of any condition which is ordinarily described as being a sickness or disease;</li> <li>• any pre-existing condition;</li> <li>• any degenerative condition irrespective of when</li> <li>• the degeneration commenced or when and to what extent, the degeneration progressed.</li> </ul>
You, your	<p>National and State Executives, committee members, employees and</p> <p>drivers, mechanics, officials, visitors and others who are license holders of the Insured.</p>

Word or Term	Meaning
Loss	in connection with a limb or part of a limb means physical severance or permanent loss of use.
Paraplegia	total paralysis of both legs and part or whole of the lower half of the body.
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, business or profession.
Period of insurance	the period shown in the Policy Schedule.
Permanent	continuing for at least twelve months and which thereafter will, in all probability, continue for life.
Policy Schedule	the latest policy schedule we give you, including any endorsement schedule or any renewal schedule.
Pre disability earnings	<p>If you are self employed, gross weekly income from personal exertion after allowing for costs and expenses incurred in deriving that income averaged over the twelve (12) months prior to injury or any shorter period that they have been engaged in their occupation.</p> <p>If you are an employee, your basic weekly base rate of pay exclusive of overtime payments, bonuses, commission or allowances at the time of injury or illness.</p> <p>You must substantiate your earnings in the the event of a claim. For example, you will need to provide group certificates or tax returns.</p>
Pre-existing condition	means a sickness, illness, disease, injury, condition, (including any side-effect or symptoms of a condition) of which you were aware or of which a reasonable person in the circumstances could be expected to have been aware, or for which you have received or sought medical attention or medical treatment or undergone testing prior to your effective date of cover under this policy.
Quadriplegia	total paralysis of both legs and both arms.
Self-funded retiree	an insured person who is over 55 years of age and who is not in receipt of any social security pension or benefits and their only form of income is superannuation or an annuity.
Time of operation of cover	<p>when the Policy operates and will be while you are actually engaged in officially sanctioned activities attending an authorised event, official function or meeting organised by, recognised by or under the direct control of the insured, including necessary and direct travel to &amp; from such authorised event or meeting.</p> <p>The direct travel covered is limited to a journey commencing at the departure point to attend an authorised event or meeting and ceases at the intended destination, but excludes any injury sustained during overnight stays, extended breaks in travel and any activity not directly related to the journey.</p>

Word or Term	Meaning
Total disablement	total disablement as a result of injury covered under Weekly Benefits - Injury that a medical practitioner certifies entirely prevents an insured person from carrying out all the normal duties of your occupation, business or profession, or where you are engaged in more than one occupation, business or profession, all of them.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035
The Insured	National Association of Speedway Racing Pty Ltd, National Association of Speedway Racing Inc. Trading as Speedway Australia.

## Section A - Capital benefits

### What we will pay

We will pay you amounts set out in the compensation tables in this section of the Policy if the payable conditions shown:

- occur during the period of insurance,
- are a result of injury during the time of operation of cover.

### What we will not pay

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

- any injury, medical condition, infirmity or weakness known to you or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness,
- any injury where you are entitled to receive a benefit from any statutory transport accident scheme or statutory workers compensation scheme.

The General and Additional exclusions set out under 'When you are not covered' in this Policy may also affect your claim.

### Capital benefits

- The benefit payable in the case of death will be reduced by any capital benefits paid for the same Injury.
- If the Insured Person suffers more than one Injury or both Injury and Death as a result of the same Accident, We will pay the Insured Person the highest Capital Benefit that they qualify to receive for any one of the Injuries (or Death if the Insured Person dies as a result of the Accident) but not both.
- If you suffer more than one injury or both injury and death as a result of the same accident, We will pay you the highest Capital Benefit for any one of the injuries or death but not both.
- You can only claim one Capital Benefit for any one accident.
- Any payable condition claimed under capital benefits must occur within twelve (12) months of the date of injury.
- The maximum amount we will pay for any one event involving more than one insured person is the aggregate limit of liability shown on the Policy Schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.

### Compensation table - Capital benefits

Injury resulting in:		Compensation as a percentage of the capital sum insured shown in the Policy Schedule
Death	If you're 17 or younger or 70 or older	30%
	If you're older than 17 or younger than 70	100%
2.	Permanent Total Disablement; Permanent Paraplegia and Quadriplegia	100%
3.	Permanent unsound mind to the extent of legal incapacity	100%
4.	Permanent & incurable paralysis of all limbs	100%
5.	Permanent Total Loss of sight in both eyes	100%
6.	Permanent Total Loss of sight in one eye	100%
7.	Permanent Total Loss of the use of one of both hands	100%
8.	Permanent Total Loss of the use of one of both feet	100%
9.	Permanent Total Loss of the use of both legs	100%
10.	Permanent Total Loss of the use of one hand and one foot	100%
11.	Permanent Total Loss of the use of one hand one arm	100%
12.	Permanent Total Loss of the lens of both eyes	100%
13.	Permanent Total Loss of the lens of one eye	50%
14.	Permanent Total Loss of hearing in: (a) both ears (b) one ear	100% 50%
15.	Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extends to cover more than 40% of the entire external body	50%
16.	Permanent Total Loss of one arm or one leg	50%
17.	Permanent Total Loss of use of four Fingers and thumb of either hand	75%
18.	Permanent Total Loss of use of four Fingers of either hand	40%
19.	Permanent Total Loss of use of one thumb of either hand: (a) both joints (b) one phalanx joint	30% 15%

Injury resulting in:	Compensation as a percentage of the capital sum insured shown in the Policy Schedule
20. Permanent Total Loss of use of Fingers of either hand: (a) three phalanges joints (b) two phalanges joints (c) one phalanx joint	10% 8% 5%
21. Permanent Total Loss of use of Toes of either foot: (a) all - one foot (b) great - both joints (c) great - one joint (d) other than great - each Toe	20% 5% 5% 3%
22. Fractured leg or patella with established non-union	10%
23. Necessary Surgical removal of internal organs - per organ	15%
24. Shortening of leg by a least 5 cm	7.5%
25. Any permanent physical disability otherwise provided above - the percentage we determine as not being inconsistent with the compensation provided on this table but not exceeding	75%

### Additional capital benefits

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

### Broken Bones

If you suffer an injury resulting directly and within 12 months of the date of the Injury from one of the specified broken or fractured bones, We will pay the corresponding compensation for that event as shown in the schedule:

Injury resulting in the following broken bones: Payable Condition	Compensation as a percentage of the Broken Bones Additional Capital Benefit
1. Spine (requiring surgery), skull	100%
2. Spine (other)	50%
3. Hip	75%
4. Jaw, pelvis, leg, ankle or knee	50%
5. Shoulder	30%
6. Arm, elbow, wrist or cheekbone	20%
7. Collarbone, foot, hand or ribs	10%
8. Nose	5%
9. In the case of established Non-union of any of the above breaks, an additional	5%  Subject to to a maximum of 100%.

Where you suffer from more than one incident of broken or fractured bones as listed arising from any one injury, the maximum benefit payable shall be the highest compensation benefit specified in the table of compensation for the relevant event. We will only pay one benefit per incident, irrespective of how many bones are fractured.

Benefits are only paid in the event of a complete fracture.

No benefit is payable in respect of hairline fractures.

### Lifestyle modification

If you are paid a capital benefit under any of the payable conditions 2 to 4 we will also pay for the costs necessarily incurred by the insured person in modifying

- your motor vehicle or
- home or
- in relocating to a suitable home

up to the maximum shown in the schedule.

### Funeral expenses

If a Death benefit has been paid under capital benefits we will also pay funeral expenses incurred up to the maximum shown in the schedule.



## 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 tables in this section of the Policy if the payable conditions shown

- occur during the period of insurance,
- are a result of injury during the time of operation of cover.

### What we will not pay

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

- any injury, medical condition, infirmity or weakness known to you or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness.

We will not pay weekly benefits:

- while you are awaiting surgery unless agreed in writing by us,
- if you commence any new occupation while receiving weekly benefits,
- if you recommence participation in any sport,
- for more than one injury at any one time.

The General and Additional exclusions set out under 'When you are not covered' in this Policy may also affect your claim.

### Weekly benefits – Injury

- Any payable condition claimed must occur within twelve (12) months of the date of injury.
- Successive periods of disablement resulting from the same injury and which are not separated by a return to active full time employment for six (6) months or more will be considered as one (1) period of disablement.
- Weekly benefits will be paid after the excluded period of claim has elapsed.
- We will continue to pay you weekly benefits while you suffer disablement up to a maximum of 104 weeks or other period shown on the Policy Schedule.

The weekly benefit we pay will be the amount shown in the compensation table or 100% of the earnings lost by you whichever is less and will be reduced by:

- paid sick leave
- 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
1. Total disablement (weekly benefit)	As per Policy Schedule
2. Partial disablement (weekly benefit)	30% of total disablement

### Rehabilitation additional benefit

If you are paid a weekly benefit under any of the payable conditions under this section we will also pay for the costs incurred by you for:

- participation in a return to work program
- vocational assessment and tuition
- personal and family counselling
- financial counselling

If the costs are

- not reimbursed under any other section of the policy, and
- incurred within 52 weeks from the date a claim is accepted, and
- the insured person's medical practitioner agrees, and
- we consider them reasonable

up to the maximum shown in the policy schedule.

**There is no Section C under this policy.**

## Section D - Injury assistance benefits

### What we will pay

We will pay you amounts as set out in the compensation tables in this section of the Policy if you have no pre-disability earnings from any occupation and if the payable conditions shown:

- occur during the period of insurance,
- are a result of injury during the time of operation of cover.

### What we will not pay

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

- any injury, medical condition, infirmity or weakness known to you or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- Illness.

The General and Additional exclusions set out under 'When you are not covered' in this Policy may also affect your claim.

### Injury assistance - Injury

- Any payable event claimed must occur within twelve (12) months of the date of injury.
- Successive periods of disablement resulting from the same injury will be considered as one period of disablement.
- Compensation will be paid after the excluded period of claim has elapsed.

What needs to happen Injury resulting in: Payable Event	What we will pay
You are registered as unemployed or in receipt of a social security (Centrelink) benefit and have no pre disability earnings, and a registered medical practitioner certifies you are unable to attend to usual household duties and functions	reimbursement of expenses for home cleaning, child minding, cooking assistance and other necessary non-medical related expenses incurred for domestic home help provided by a recognised by a home help agency/professional carer only up to the maximum weekly amount on the Policy Schedule  • Hire of medical aids determined as necessary from the Insured Person's Medical Practitioner.
You are registered as unemployed or in receipt of a social security (Centrelink) benefit and have no pre disability earnings, and a registered medical practitioner certifies you need to hire medical aids and require ongoing medical consultations.	\$200 per week for a maximum period of 104 weeks for you to attend to such consultations and hire medical aids.
You are a full time student and a registered medical practitioner certifies that you are not able to attend your normal place of education	reimbursement of expenses incurred for home tutorial by a qualified tutor up to the maximum weekly amount on the Policy Schedule

What needs to happen Injury resulting in: Payable Event	What we will pay
You are a full time student under the age of 18 years and are hospitalised	an allowance of \$25 per day for you parent or guardian to visit you up to maximum of \$2,000
You are a self-funded retiree and a registered medical practitioner certifies you need to hire medical aids and require ongoing medical consultations.	\$200 per week for a maximum of 104 weeks for you to attend such consultations and hire medical aids.

## Section E - Non Medicare medical expenses

### Section E - Non Medicare medical expenses

#### What we will pay

We will pay you amounts set out in the compensation tables in this section of the Policy if the payable conditions shown

- occur during the period of insurance,
- are a result of injury during the time of operation of cover.

#### What we will not pay

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

- any injury, medical condition, infirmity or weakness known to you or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness.

The General and Additional exclusions set out under 'When you are not covered' in this Policy may also affect your claim.

#### We will not pay:

- for costs related to breakage of dentures, optical lenses or spectacles,
- expenses incurred for which a Medicare benefit is payable,
- expenses incurred more than twelve (12) months after the date of injury,
- accounts covered by an ambulance service whether claimed or not,
- accounts covered by private health insurance whether claimed or not,

### Non Medicare medical expenses

- Any payable condition claimed must occur within twelve (12) months of the date of injury.
- The compensation we pay will be reduced by amounts paid or payable from any statutory transport accident scheme or statutory workers compensation scheme or private health insurance.

What needs to happen - Injury resulting in: Payable Condition	What we will pay: Compensation
Non Medicare medical expenses	reimbursement of accounts for medical expenses incurred and paid by you up to the maximum shown in the schedule
Ambulance expenses	reimbursement of accounts for ambulance expenses incurred up to the maximum shown in the schedule

## Additional benefits - Family travel benefit

If as a result of an injury you are confined to a hospital bed for a minimum of 7 days and in receipt of Weekly Injury Benefits, we will reimburse expenses for your legal or de facto spouse or immediate family member for expenses to attend to you for the amounts set out in the compensation table.

What needs to happen Injury resulting in: Payable Condition	What we will pay: Compensation
Your spouse or immediate family member travels to attend to you whilst hospitalised	reimbursement of expenses for scheduled aircraft travel and necessary accommodation expenses up to the amount shown in the schedule.

We will not pay

- for ground services such as taxi, private vehicle, public or community transport, hire car, booked car with driver unless incurred immediately preceding or following aircraft travel.

## General exclusions

### General Exclusions

These general exclusions apply to all sections of this Policy.

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

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
  - involves violence against one (1) or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - creates a risk to health or safety of the public or a section of the public; or
  - is designed to interfere with or to disrupt an electronic system.
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

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

### Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## Private Health Insurance exclusion

We won't pay any benefits under any section of this Policy which:

- are considered to be 'health insurance business' as defined in the *Private Health Insurance Act 2007* (Cth) and its regulations, or
- we're prevented from paying under any law in any jurisdiction, including under the *National Health Act 1953* (Cth) or the *Health Insurance Act 1973* (Cth).

### Additional exclusions applying to this policy

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

1. you being a pilot or crew member of any aircraft; or
2. you engaging in air travel or any aerial activity, except as a passenger in any properly licensed fixed-wing aircraft owned or operated by a recognised airline operating over an established air route to published schedules unless as a patient in an emergency air ambulance transport;
3. sickness, disease or illness;
4. injury, unless you have as soon as possible after the happening of such Injury, procured and followed proper medical advice from a medical practitioner;
5. you being under the influence of alcohol or a drug other than a drug administered or prescribed by and taken in accordance with the instructions of a Medical Practitioner. We will regard having a blood alcohol reading in excess of the area's legal driving limit as being under the influence of intoxicating liquor;
6. any criminal or illegal act committed or attempted by you;
7. any psychological, psychosomatic, mental, emotional or nervous condition, depression, stress, neurosis or psychoneurosis disease or disorder (other than as provided for under Section A, Event 3) ;
8. pregnancy, childbirth or miscarriage, or any complications thereof;
9. intentional self injury or suicide or any attempt at suicide;
10. events which are not authorised, recognised or under the direct control of the insured;
11. if you cease to be resident in Australia.

## 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.

1. If anything happens that is likely to lead to a claim you 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 (including giving 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),
  - (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:
    - o doctor's reports,
    - o letters and notices you receive from anyone else about your claim.
2. As soon as an event that can justify a claim occurs, you must make every endeavour to minimise the loss or damage.
3. We will pay benefits to you unless you instruct us to do otherwise.
4. We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

### Aggregate limit

This Policy is a group policy where cover is available to other persons or entities that satisfy the definition of an insured person. The maximum amount we will pay for any one event involving more than one insured person (including you) under this Policy is the aggregate limit. The aggregate limit for this Policy is set out in the Policy Schedule.

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

### Contribution & 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.

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

### Excluded period of claim

This Policy is subject to an excluded period of claim. The excluded period of claim set out in the Policy Schedule is the number of days for which we won't pay any benefits under this Policy after you first receive medical treatment for the injury or illness you're claiming for.

### 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.

## Subrogation, recovery action & uninsured loss

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.

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.

## Other terms

These other terms apply to how your Policy operates.

### **Jurisdiction**

This Policy will be governed and construed in accordance with the laws of Australia. You unconditionally agree to submit to the exclusive jurisdiction of the courts of Australia.

