

Group Aircrew Loss of Licence

Product Disclosure Statement and Insurance Policy



POLICY

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

QM2557

About this booklet

This booklet contains 2 separate sections

Part A and Part B.

Part A – Product Disclosure Statement (PDS)

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

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

Part B – Policy Terms and Conditions

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

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

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

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

About QBE Australia

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

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

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PART A – PRODUCT DISCLOSURE STATEMENT (PDS) IMPORTANT INFORMATION FOR GROUP AIRCREW LOSS OF LICENCE INSURANCE POLICY

Insurer

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

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

Significant benefits and features

We believe the most significant benefits of this insurance policy are that it offers 24 hour cover for loss of licence resulting from an injury or illness.

The Policy provides a choice of cover. You can choose either Section A only or Sections A and B

- Section A – Permanent Total Disability
- Section B – Temporary Total Disability

The Policy provides:

- lump sum payment
- periodic payments (if you have chosen cover for Temporary Total Disability) 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 Group Aircrew Loss of Licence Insurance Policy Terms and Conditions which follow this PDS for full details of the terms and conditions of cover and exclusions. The Policy will not cover you if a claim arises directly or indirectly out of any of the following:

Section A – Permanent Total Disability

- Permanent Total Disability which does not result in Loss of Licence

Section B – Temporary Total Disability

- Temporary Total Disability which does not result in Loss of Licence

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) driving or riding in any kind of motorised race, time trial or practice for such an event
- (f) a criminal or illegal act committed by You or the Insured person
- (g) alcoholism or drug addiction
- (h) participating in or training for any professional sport
- (i) driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law
- (j) any pre-existing condition
- (k) HIV or any condition caused by HIV including AIDS
- (l) pregnancy, childbirth or miscarriage
- (m) 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
- (n) engaging in or taking part in armed forces services or operations
- (o) deliberate exposure to exceptional danger by the Insured person, except in an attempt to save human life
- (p) a change in the medical standards imposed by the Licensing Authority during the Period of Insurance

These are only some of the events that are not covered by this insurance. Please read the Group Aircrew Loss of Licence Insurance Policy Terms and Conditions which follow this PDS 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 Temporary Total Disability.

Significant risks

This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part A of this document) and the Policy Terms and Conditions (Part B of this document) carefully. Please ask your Financial Services Provider if you are unsure about any aspect of this product.

The Policy will not cover health problems the Insured person had before cover commenced. Health problems not covered include but are not limited to 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 Temporary Total Disability and you apply for a monthly benefit sum insured that is less than the Insured person's earnings he or she stands to lose, the Insured person's periodic payments will be capped to the monthly sum insured you choose.

If you have chosen cover for Temporary Total Disability and you apply for a monthly benefit sum insured that is more than the Insured person's earnings he or she stands to lose, their periodic payment will be capped to the earnings that he or she actually loses.

Overdue premium

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

If you have not paid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if You or the Insured person do not comply with the Policy conditions, or if You or the Insured person do not comply with your Duty of Disclosure, or if You or the Insured person 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:

- the occupation and duties of any person covered by this Policy
- the sums insured you choose
- the age of any person covered by this Policy
- any hazardous pursuits and pastimes of any person covered by this Policy

Duty of Disclosure – What you must tell us

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

New business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

- **Who needs to tell us**

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

- **If you do not tell us**

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

Renewals, variations, extensions and reinstatements

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

- **You do not have to tell us about any matter**

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

- **If you do not tell us**

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

Privacy

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

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

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

disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

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

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001 or email: compliance.manager@qbe.com

The General Insurance Code of Practice

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

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

How to make a claim

Please contact your Financial Services Provider to make a claim. Full details of what You and the Insured person must do for us to consider a claim are provided in the Claims section in Part B of this PDS/policy wording.

Dispute resolution

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

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

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

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

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

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

Taxation implications

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.
- Where "you" involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How we may cancel this Policy

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

The premium

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

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

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

Financial Claims Scheme

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

More information may be obtained from APRA - www.apra.gov.au or 1300 13 10 60.

PART B – POLICY TERMS AND CONDITIONS FOR GROUP AIRCREW LOSS OF LICENCE INSURANCE POLICY

Insurer

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

Our agreement with you

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

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

Your Policy

Your Group Aircrew Loss of Licence Insurance Policy consists of Part B (Terms and Conditions) of this PDS/policy wording and the Policy Schedule we give you.

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

If you want more information about any part of your Policy, please ask us, or your Financial Services Provider.

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

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

Definitions – words with special meaning

Word or Term	Meaning
Actively at work	on the inception date and each subsequent renewal date, of this Policy the Insured person is: <ul style="list-style-type: none"> • Currently employed • mentally and physically capable of carrying out all the normal duties for which he or she holds a licence
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 in the Policy Schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.
Date of loss	the date of first medical treatment following injury or illness by a registered medical practitioner.
Earnings	(a) if the Insured person is self employed or a working director <ul style="list-style-type: none"> • the Insured person's gross monthly income from the Insured person's personal exertion less costs and expenses incurred in deriving that income averaged over the 12 months prior to injury or illness or any shorter period that the Insured person has been engaged in his or her occupation (b) If the Insured person is an employee <ul style="list-style-type: none"> • the Insured person's gross monthly base rate of pay averaged over the 12 months prior to injury or illness or any shorter period that he or she have been engaged in the Insured person's occupation excluding overtime payments, bonuses, commission or allowances.
Excluded period of claim	the first 90 consecutive days from the date of first medical treatment following injury or illness by a registered medical practitioner.
Illness	any sickness or disease or degenerative condition which first occurs during the period of insurance.

Word or Term	Meaning
Injury	bodily injury which: <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 12 months of the injury
Insured person	any person described in the Policy Schedule as an Insured Person.
Licence	a commercial pilot licence issued by a Licensing authority
Licensing Authority	the regulatory authority responsible for the issue of the commercial pilot licence
Loss of Licence	the inability by an Insured person to maintain a valid Medical Certificate due to bodily injury or illness
Medical Certificate	a certificate validating the fact that the Insured person has reached the medical standards required by the Licensing authority
Occupation	your usual occupation, business, trade or profession shown in the Policy schedule
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.
Permanent Total Disability	total disablement as a result of any injury or illness which entirely prevents the Insured person from acting in the capacity for which he or she holds a Licence for a minimum period of 180 consecutive days and at the expiry of that period a Registered Medical Practitioner determines that the Insured person will not recover, resulting in the Permanent cancellation of the Insured person's Medical Certificate by the Licensing Authority.
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 the Insured person has 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.

Word or Term	Meaning
Professional Sport	is an activity which is competitively engaged in, governed by a set of rules or customs, requiring physical exertion, for which the Insured person receives a financial reward, payment or remuneration for the Insured person's efforts and/or achievements. This will not include an Insured person who participates in sporting activities on an amateur basis (i.e. financial reward, payment or remuneration is less than 20% of the Insured person's earnings)
Registered Medical Practitioner	is a medical practitioner who holds a current registration with the respective Medical Practitioners Board / Medical Board in Australia and is a Designated Aviation Medical Officer or otherwise appointed by the Licensing Authority
Temporary Total Disability	temporary disablement as a result of injury or illness which entirely prevents the Insured person from acting in the capacity for which he or she holds a Licence which results in the Insured Person being declared unfit to fly by a Registered Medical Practitioner and being grounded by the Licensing Authority.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035
You, your, yourself	the insured person shown in the Policy Schedule.

Providing proof

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

Jurisdiction

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

Subrogation

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

we can exercise any rights of recovery held by you or the Insured person to the extent of that payment; and

you and any Insured person must not do anything that reduces any such rights; and

you and any Insured person must provide reasonable assistance to us in pursuing any such rights.

How you can pay your premium

You can pay your premium in one annual payment by cash, cheque or credit card.

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.

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

Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

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 either Section A only or Section A & B :

Section A – Permanent Total Disability

Section B – Temporary Total Disability

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

Section A – Permanent Total Disability

What we will pay

We will pay the Sum Insured set out in the Schedule in this section of the Policy in respect of the Insured person if an injury or Illness, resulting in Permanent Total Disability

- (i) occurs during the period of insurance; and
- (ii) results in permanent Loss of Licence

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 the following:

- Permanent Total Disability which does not result in Loss of Licence

The General and Additional Exclusions set out under 'Exclusions – when you are not covered' in this Policy may affect your claim.

Benefit Restrictions

- (a) All Insured persons must be Actively at Work on the inception date and each subsequent renewal date, of this Policy.
- (b) Any Permanent Total Disability must occur within 12 months of the date of injury or illness.
- (c) Any benefit payable for Permanent Total Disability will be reduced by the amount of any payments already made to the Insured person for Temporary Total Disability.
- (d) We will not pay a benefit if the insured person dies before payment of the Sum Insured
- (e) We will not pay a benefit once the Insured person attains the age of 65 unless we have agreed to extend the Insurance by prior notice and agreement
- (f) We will not pay a benefit until 180 days have passed since the insured person sustained injury or the illness occurred. We may however pay the benefit earlier than the 180 days if We are satisfied of the validity of the claim.
- (g) All further cover under this policy ceases if the Insured person becomes entitled to a benefit under this section
- (h) Once the Insured Person attains the age of 60 cover will be in respect of Injury only

- (i) The maximum amount we will pay for any one event involving more than one Insured Person is the aggregate limit of liability shown in the policy schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.

Section B – Temporary Total Disability

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

What we will pay

We will pay the Sum Insured set out in the Schedule in this section of the Policy in respect of the Insured person if an injury or Illness resulting in Temporary Total Disability

- (a) occurs during the period of insurance; and
- (b) results in temporary Loss of Licence

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 the following:

- Temporary Total Disability which does not result in temporary Loss of Licence

The General Exclusions set out under 'Exclusions – when you are not covered' in this Policy may affect a claim.

Monthly Benefit – Restrictions

- (a) All Insured persons must be Actively at Work at the inception date and each subsequent renewal date, of this Policy.
- (b) Any payable condition claimed must occur within 12 months of the date of injury.
- (c) Successive periods of total disablement:
 - (i) resulting from the same injury, and
 - (ii) which are not separated by a return to active full time employment for six months or more
 will be considered as one period of partial or total disablement.
- (d) Temporary Total Disability will be paid after the excluded period of claim has elapsed.
- (e) We will pay Temporary Total Disability while the Insured person continues to suffer total disablement up to a maximum period of 12 months.
- (f) Notwithstanding paragraphs (b) and (d), we will not pay Temporary Total Disability for any total disablement:
 - (i) which commences or recurs after the expiry of this Policy, or
 - (ii) when the Insured person is on unpaid leave or on maternity leave
 - (iii) when the Insured person is outside Australia.
- (g) We will stop paying Temporary Total Disability if the Insured person commences any new occupation while he or she is receiving Temporary Total Disability.
- (h) We will stop paying Temporary Total Disability when the Insured person becomes entitled to a benefit for Permanent Total Disability

- (i) We will not pay Temporary Total Disability for more than one injury or illness at any one time.
- (j) We will not pay any Temporary Total Disability to the Insured person if there is no loss of Earnings as a result of an injury or illness.
- (k) The benefit we pay will be the earnings the Insured person has actually lost, or the monthly limit shown in the policy schedule whichever is less, and will be reduced by any amounts the Insured person is entitled to receive from sick leave or any statutory workers compensation or transport accident scheme, or any income that the Insured person derives or is able to derive from any gainful occupation.
- (l) Once the Insured Person attains the age of 60 cover will be in respect of Injury only

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 de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - (i) involves violence against one or more persons, or
 - (ii) involves damage to property, or
 - (iii) endangers life other than that of the person committing the action, or
 - (iv) creates a risk to health or safety of the public or a section of the public, or
 - (v) 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.

4. 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) driving or riding in any kind of motorised race, time trial or practice for such an event
 - (c) a criminal or illegal act committed by You or the Insured person
 - (d) alcoholism or drug addiction
 - (e) participating in or training for any professional sport,
 - (f) driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law
 - (g) any pre-existing condition.
 - (h) illness, if the Insured person is over the age of 60
 - (i) Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) however these have been acquired or may be named
 - (j) pregnancy, childbirth or miscarriage.
 - (k) 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
 - (l) engaging in or taking part in armed forces services or operations
 - (m) deliberate exposure to exceptional danger by an Insured person (except in an attempt to save human life)
 - (n) a change in the medical standards imposed by the Licensing Authority during the Period of Insurance

We will not pay any benefits under any section of this Policy which are considered to be 'Health Insurance business', as defined within the National Health Act and its Regulations and the Private Health Insurance Act 2007 and its Regulations.

General conditions

Actively at Work

Where an Insured Person is not Actively at Work on the inception or renewal date of the policy, cover will not be provided until the Insured person has returned to work and completed two (2) months continuous and active service.

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.
- The policy will terminate and cease to have effect where an Insured person:
 - (1) ceases to be gainfully employed in the capacity for which he or she holds a Licence;
 - (2) if he or she voluntarily or involuntarily undertakes active duties with any Armed Force.
- 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 or the Insured person 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 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 or any Insured person act fraudulently we can reject the claim altogether and cancel this Policy.
- (c) You and any Insured person must give us written notice as soon as possible of every event, and all information in regard to matters which may lead to cover under this Policy.
- (d) You and any Insured person must make every endeavour to minimise the monthly benefit we are required to pay under this Policy while you or the Insured person are disabled.
- (e) In the event of a claim you must advise us of any other insurance you and the Insured person have covering the same risk. If you or the Insured person can claim from anyone else and we have already paid for the claim, you and the Insured person 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 or the Insured person 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.