

Sports injury

QBE Insurance (Australia) Limited

Product Disclosure Statement



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About this booklet

This document contains important information to help you understand the insurance. It is up to you to choose the cover you need. Any advice in this booklet is general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it is 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 set out in the 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 top 25 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, how to make a claim and other relevant information.

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

This Policy may be accompanied by a Policy Schedule which will sets out the specific terms applicable to the cover.

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 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's CCU, 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"> • 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 FOS Australia

| | |
|--------|--|
| Phone | 1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays) |
| Email | info@fos.org.au |
| Online | www.fos.org.au |

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 | 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 (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 | www.apra.gov.au |

Policy Wording

Your 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 meaning

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.

| 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' in each section of this Policy. |
| Excluded period of claim | the number of days after medical treatment by a registered medical practitioner, for which you do not receive a weekly benefit. |
| Existing medical condition | Any injury, medical condition, infirmity or weakness known to you or which would have been known to a reasonable person in the circumstances which existed prior to the commencement of this Policy, |
| Injury | bodily injury resulting from accident, which is not an illness and is not of a repetitive nature and which <ul style="list-style-type: none"> • occurs during the period of insurance, and • within twelve (12) months of the injury, results solely and independently of any other cause in the events covered under this Policy, and • includes any condition resulting from exposure to the elements as a result of injury. |
| Insured | the club, association, or regional state or national sporting association, shown as the insured in the Policy Schedule. |

| 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. |
| Period of insurance | the period shown in the Policy Schedule. |
| Permanent | continuing for at least twelve (12) months and which thereafter will, in all probability, continue for life. |
| Policy | the Policy Wording and the Policy Schedule. |
| Policy Schedule | the latest policy schedule applicable to this insurance, including any endorsement schedule or any renewal schedule. |
| Predisability earnings | <ol style="list-style-type: none"> 1. If you are self employed: <ul style="list-style-type: none"> • your 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 you have been engaged in your occupation. Earnings derived from participating or officiating in any sport are not included. 2. If you are an employee: <ul style="list-style-type: none"> • your basic weekly base rate of pay exclusive of overtime payments, bonuses, commission or allowances at the time of your injury or illness. Earnings derived from participating or officiating in any sport are not included. <p>You must substantiate your earning the the event of a claim (e.g. by providing payslips, group certificates and/or tax returns.)</p> |
| Quadriplegia | total paralysis of both legs and both arms. |
| Time of operation of cover | when the Policy operates and unless it is shown in the Policy Schedule will be while you are engaged in officially sanctioned activities involving: <ul style="list-style-type: none"> • playing in club, representative, state or national matches, • training routines arranged by the club, league, association or federation, • travelling directly to or from the above activities and residence or place of employment or club premises, • staying away from home during a tour for the purposes of participating in representative matches, • an administrative capacity or organised social and fund raising activities. |
| Total disablement | total disablement as a result of injury covered under weekly benefits - injury that a medical practitioner certifies entirely prevents you from <ul style="list-style-type: none"> • 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. |
| You, your | The persons described as 'insured persons' on the Policy Schedule. |

Section A - Capital benefits

The cover under this section will only apply if the insured has selected it and if it is shown on the Policy Schedule.

What we will pay

We will pay you the 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:

- an existing medical condition;
- illness,
- any condition that is caused by repetitive movements or actions of your sport,
- any injury where you are entitled to receive a benefit from any statutory transport accident scheme or statutory workers' compensation scheme.

The general exclusions may also affect your claim.

Capital benefits: Conditions

The conditions set out below apply to any claim made under this section of the Policy:

- Any payable condition claimed under this section must occur within twelve (12) months of the date of injury.
- Any capital benefit payable will be reduced by any amount of any other capital benefit we have paid or are liable to pay in connection with the same injury.
- Any capital benefit payable under this section will be reduced by any amounts paid under the disappearance capital benefit.
- All further cover for you ceases if you become entitled to a capital benefit of more than 75% of the capital sum insured.
- 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 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.

Compensation table - Capital benefits

| Injury resulting in: | Compensation as a percentage of the capital sum insured shown in the Policy Schedule |
|---|--|
| 1. Death | 100% subject to a maximum of \$10,000 for insured persons without dependent children |
| 2. Permanent total disablement | 100% subject to a maximum of five (5) times annual pre disability earnings |
| 3. Permanent disability not otherwise provided | The percentage we determine as being consistent with the compensation provided in this table but not exceeding 75% |
| 4. Permanent paraplegia | 100% |
| 5. Permanent quadriplegia | 100% |
| 6. Permanent unsound mind to the extent of legal incapacity | 100% |

| Injury resulting in: | Compensation as a percentage of the capital sum insured shown in the Policy Schedule |
|--|--|
| 7. Permanent and incurable paralysis of all limbs | 100% |
| 8. Permanent total loss of the entire sight of one or both eyes | 100% |
| 9. Permanent total loss of hearing in both ears | 100% |
| 10. Permanent total loss of the use of both hands | 100% |
| 11. Permanent total loss of the use of both arms | 100% |
| 12. Permanent total loss of the use of both feet | 100% |
| 13. Permanent total loss of the use of both legs | 100% |
| 14. Permanent total loss of the use of one hand and one foot | 100% |
| 15. Permanent total loss of the use of one hand and one arm | 100% |
| 16. Permanent total loss of the lens of one eye | 50% |
| 17. Permanent total loss of the hearing in one ear | 50% |
| 18. Permanent total loss of the use of one foot or one leg | 50% |
| 19. Permanent total loss of the use of four fingers and thumb of either hand | 75% |
| 20. Permanent total loss of the use of four fingers of either hand | 40% |
| 21. Permanent total loss of the use of one thumb, both joint | 30% |
| 22. Permanent total loss of the use of one thumb, one joint | 15% |
| 23. Permanent total loss of the use of a finger, three joints | 10% |
| 24. Permanent total loss of the use of a finger, two joints | 8% |
| 25. Permanent total loss of the use of a finger, one joint | 5% |
| 26. Permanent total loss of the use of all the toes of one foot | 15% |
| 27. Permanent total loss of the use of great toe, both joints | 5% |

| Injury resulting in: | Compensation as a percentage of the capital sum insured shown in the Policy Schedule |
|---|--|
| 28. Permanent total loss of the use of great toe, one joint | 3% |
| 29. Permanent total loss of the use of other toe, (each toe) | 1% |
| 30. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body | 50% |

Additional capital benefits

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

Funeral expense additional capital benefit

If a death benefit has been paid under capital benefits we will also pay funeral expenses incurred up to a maximum of \$2,500.

Disappearance additional capital benefit

If you are travelling on a conveyance, and

- your means of transportation disappears, sinks or is wrecked, and
- your body has not been found within one (1) year

we will presume that you have died as a result of injury and 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 are later found to be alive then you, or your estate, must refund the amount we have paid.

Modification benefit additional capital benefit

Where a capital benefit is payable under payable conditions 2 to 5 inclusive, we will also pay for cost incurred by you in modifying your motor vehicle or home or relocating to a suitable home, to a maximum sum in all of \$20,000.

Rehabilitation additional capital benefit

Where a capital benefit is payable under payable conditions 2 to 14 inclusive, we will also pay for cost incurred by you for participation in a return to work program;

- If we consider those costs to be reasonable, and
- your medical practitioner agrees.

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 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 your claim arises directly or indirectly out of any of the following:

- an existing medical condition,
- illness,
- any condition that is caused by repetitive movements or actions of your sport.

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 participate in any sport,
- for more than one injury at any one time.

The general exclusions may also affect your claim.

Weekly benefits - Injury: Conditions

The conditions set out below apply to any claim made under this section of the Policy:

- 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 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; and
- we will continue to pay weekly benefits while you suffer disablement up to a maximum of fifty two (52) weeks or other period shown on the Policy Schedule.

The weekly benefit we pay you will be:

- the amount shown in the compensation table; or
- 75% of your lost earnings

whichever is lesser and the weekly benefit will be reduced by:

- paid sick leave or holiday pay,
- weekly benefits which are paid or are payable from any statutory transport accident scheme or statutory workers compensation scheme.

The general conditions may also affect your claim.

Compensation table - Weekly benefits - Injury

| Injury resulting in: Payable condition | What we will pay: Compensation |
|--|--------------------------------|
| 1. Total disablement (weekly benefit) | As per Policy Schedule |

Section D - Injury assistance benefits

The cover under this section will only apply if the insured has selected it and if it is shown on the Policy Schedule.

What we will pay

We will pay you the amounts as set out in the compensation table in this section of the Policy if you have no pre-disability earnings 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 your claim arises directly or indirectly out of any of the following:

- an existing medical condition,
- illness,
- any condition that is caused by repetitive movements or actions of your sport.

Injury assistance - Injury: Conditions

The conditions set out below apply to any claim made under this section of the Policy:

- 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;
- we will continue to pay you compensation while you suffer disablement up to a maximum period of twenty six (26) weeks from the date the first expense was incurred. or other period shown on the Policy Schedule.

| What needs to happen injury resulting in: Payable event | What we will pay: Compensation |
|--|--|
| 1. A registered medical practitioner certifies that you are unable to attend to usual household duties and functions | Home assistance 75% of actual non medical related expenses incurred for home help, child minding, payable to a recognised agency up to the maximum weekly amount on the Policy Schedule |
| 2. A registered medical practitioner certifies that you are not able to attend your normal place of education | Student assistance 75% of actual expenses incurred for home tutorial by a qualified tutor up to the maximum weekly amount on the Policy Schedule |
| 3. A dependent child who is a full time student under the age of eighteen (18) years is hospitalised | Parent inconvenience allowance Not more than \$25 per day to a parent or guardian to visit you, up to a maximum of \$1,500 |

Section E - Non medicare medical expenses

The cover under this section will only apply if the insured has selected it and if it is shown on the Policy Schedule.

What we will pay

We will pay you the 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 your claim arises directly or indirectly out of any of the following:

- any existing medical condition,
- illness.

We will not pay:

- for costs associated with MRI scans,
- for costs incurred which are associated with the prevention of injury. For example, knee braces, mouth guards, ankle braces,
- 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: Conditions

The conditions set out below apply to any claim made under this section of the Policy:

- 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 |
|--|--|
| 1. Medical expenses including private hospital bed fee and theatre fee, dental and ambulance expenses | reimbursement of accounts for medical expenses incurred and paid by you: <ul style="list-style-type: none"> • at the rate shown as a percentage in the Policy Schedule; and • up to the maximum amount shown in the Policy Schedule. |
| 2. Post operative treatment prescribed by an orthopaedic surgeon | reimbursement of accounts for orthotics incurred and paid by you: <ul style="list-style-type: none"> • at the rate shown as a percentage in the Policy Schedule; and • up to the maximum amount shown in the Policy Schedule |
| 3. Osteopathy, naturopathy, massage, physiotherapy, chiropractic but only if following a referral from a registered medical practitioner | reimbursement of accounts incurred and paid by you: <ul style="list-style-type: none"> • at the rate shown as a percentage in the Policy Schedule; and • up to the maximum amount shown in the Policy Schedule |

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.

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 for any claim under any section of the Policy if the claim arises directly or indirectly out of any of the following:

1. intentional self injury or suicide or any attempt at suicide;
2. your involvement in any illegal act;
3. driving or riding in any kind of race;
4. flying except as a fare paying passenger on an airline with scheduled flights;
5. the insured person's criminal or illegal act;
6. being under the influence of any narcotic, alcohol or illicit drug;
7. childbirth or pregnancy or their complications;
8. social matches;
9. end of season trips for social purposes;
10. activities involving parent/child competition;
11. events which have not been approved in writing by the governing body of the sport;
12. taking any drug which has not been approved in writing by the governing body of the sport;
13. driving a motor vehicle while 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 area's legal driving limit as being under the influence of intoxicating liquor;

We will not pay any benefits under any section of this Policy which we are not authorised to pay or for which we are prohibited from paying under any law.

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:
 - doctor's reports,
 - 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

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.

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.

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.

