

**QBE Insurance (Australia) Limited** 

# Loan Insure

Insurance Product Disclosure Statement and Policy Wording



### CONTENTS

Introduction	3
About this booklet	3
Updating our PDS	3
For more information	4
About QBE Australia	4
About Integrity Life	4
Important Information	5
Duty of disclosure	5
The General Insurance Code of Practice	5
Privacy	6
About consumer credit insurance	6
Significant benefits & features	7
Significant risks	9
The cost of this policy	10
How to make a claim	10
Cooling-off information	10
Resolving complaints & disputes	11
Financial claims scheme	13
Policy Wording	14
Our agreement with you	14
Your Policy	14
Paying your premium	15
Words with special meaning	15
Section 2A - Death Cover	19
What we will pay for	19
Continuity of Cover	19
What we won't pay for	19
Section 2B - Disability (Illness and Injury) Cover	20
What we will pay for	20
Continuity of cover	20
Recurrent disability	20
What we won't pay for	20
What we will pay for	21
What we won't pay for	21
Section 2C - Trauma Cover	22

What we will pay for	22
Continuity of cover	22
What we won't pay for	22
Section 2D - Involuntary Unemployment Cover	23
What we will pay for	23
What we won't pay for	23
General conditions	24
General exclusions	25
Claims	26

# Introduction

In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

# 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.

The PDS is issued by QBE Insurance (Australia) Limited & Integrity Life Australia Limited on behalf of the Insurers. QBE Insurance (Australia) Limited & Integrity Life Australia Limited each take full responsibility for the contents of the whole PDS.

The insurer of disability and involuntary unemployment covers: QBE Insurance (Australia) Ltd ABN 78 003 191 035 – AFSL 239545.

The insurer of life and trauma covers: Integrity Life Australia Ltd ABN 83 089 981 073 – AFSL 245492 is the insurer of life and trauma covers, except where trauma cover is selected but life cover is not. If trauma cover only is selected then QBE Insurance (Australia) Ltd is the insurer.

# **Updating our PDS**

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

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:

QBE Insurance (Australia) Limited PO Box 219 PARRAMATTA NSW 2124 Email: membercare@qbe.com Phone: 1800 636 430

# 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.

QBE Insurance (Australia) Limited is the insurer of disability and involuntary unemployment covers.

# **About Integrity Life**

Integrity Life ABN 83 089 981 073 AFSL 245492 aims to reinvigorate life insurance protection for Australians through championing respect, transparency, simplicity and integrity in all our customer and partner interactions and operations.

Integrity Life is the insurer of life and trauma covers, except where trauma cover is selected but life cover is not. If trauma cover only is selected then QBE Insurance (Australia) Limited is the insurer.

# **Important Information**

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

# **Duty of disclosure**

Before you enter into an eligible contract of insurance with us, you have a duty of disclosure under the *Insurance Contracts Act 1984 (Cth)*.

We may ask you questions that are relevant to our decision to insure you and on what terms. If we do, you must tell us anything that you know and that a reasonable person in the circumstances would include in their answer.

You have this duty until we agree to insure you.

If after submitting your application form, but before we've agreed to extend cover, you become aware of any health condition that would be expected to reasonably impact whether or not your life cover would be accepted or subject to terms, you have a duty to notify your financial services representative and the life insurer.

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## **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**

This privacy policy covers both QBE and Integrity Life. We'll collect personal information when you deal with either of us, our agents, other companies in the QBE Group or other companies in the Integrity Group, or suppliers acting on our behalf. We will also share the information you supply to either of us with each other. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims.

QBE may send your information overseas. Locations can vary but includes, the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Each of our privacy policies 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.

For further information:

QBE (general insurance provider) – You can view QBE's Privacy Policy at www.qbe.com.au/privacy, or obtain a copy by phoning QBE on 133 723 or request it from our authorised representatives or service providers.

Integrity Life (life insurance provider) - You can view Integrity Life's Privacy Policy at www.integritylife.com.au/privacy, or you can obtain a copy by phoning Integrity Life on 1300 LIFENOW (1300 543 366).

To contact the Privacy Officer at:

QBE - call 1300 650 503, email privacy@qbe.com.au, or contact QBE Customer Care - see page 11 for details.

Integrity Life - call 1300 543 366, email privacy@integritylife.com.au, or write to:

The Privacy Officer Integrity Life Australia Ltd PO Box R1741 Royal Exchange NSW 1225

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, which includes being able to properly assess and pay a claim.

## About consumer credit insurance

This is a Consumer Credit Insurance (CCI) policy designed to meet your loan repayments in the event of a disability or involuntary unemployment. This Policy will also pay you the amount selected for a trauma event occurring to you or to pay the outstanding balance of your loan, less any rebate of charges and arrears in monthly repayments, in the event of your death.

This insurance is not compulsory and a credit provider cannot insist upon you taking out a CCI Policy as a condition of a loan. You should also be aware that you can effect CCI with the insurer of your choice.

### How to apply for this insurance

You can apply for this insurance by completing our application process that is administered by your financial institution.

If we accept your application, you will receive a policy schedule that identifies the insured, the insurer, the period of insurance, the premium, the cover(s) selected, the limits of liability and other important information.

To be eligible for this Policy you must, at the commencement date of this insurance:

- 1. be less than 60 years of age
- be a permanent resident of Australia unless you are a member of the Australian Defence Force posted overseas or we agree in writing to insure you
- 3. be in permanent employment for not less than 15 hours per week, every week other than when you are on annual leave
- 4. have no knowledge that your permanent employment is to be terminated or of a decrease in work being available.

Points 3. and 4. do not apply if you are a person named on the loan contract, are not in permanent employment and you are only applying for death cover.

# Significant benefits & features

The following information lists some of the significant features and benefits available under our policy. For full details of the features and benefits of this insurance cover you need to take the time to read the Policy Wording.

There are two main covers. You must choose one or both of these with your policy:

- Death cover
- Disability cover

There are two additional covers available:

- Involuntary unemployment cover
- Trauma cover

Involuntary unemployment and trauma covers are only available when chosen in conjunction with disability cover.

Cover applies 24 hours a day, 7 days per week. For a more comprehensive overview of your cover options, speak to your financial institution.

## **Death Cover**

In the event of your death, we will pay to your financial institution the outstanding balance of your loan contract at the date of death (excluding any loan repayments two months or more in arrears), to a maximum of \$250,000.

If you die (other than by suicide), during the period of time between the date your loan is approved and when the funds are advanced, we will pay the death cover provided your application has been accepted and death occurs within 120 days of your loan being approved.

# **Disability Cover**

If you are unable to work because you have suffered an injury or illness, we will pay the repayment shown on your policy schedule for this cover to your financial institution for each fortnight/month you are disabled provided that:

- the disability continues for at least 15 consecutive days from the date you first seek medical attention for the injury or illness which causes the disability
- the monthly benefit is no more than \$1,500, and
- you have not reached 65 years of age.

## Involuntary Unemployment Cover

If you are unable to continue your permanent employment as a direct result of involuntary dismissal or retrenchment by an employer, we will pay the repayment shown on your policy schedule for this cover, to a maximum of \$1,500 per month after the 14-day waiting period for each period of involuntary unemployment you experience.

The maximum payment for any one claim is 3 months during any consecutive 12-month period.

The most we will pay in total for all involuntary unemployment claims during the period of insurance is \$5,000.

Cover will only apply if:

- you have not reached 65 years of age
- you have not experienced involuntary unemployment within 28 days of the commencement of the period of insurance
- you have been in permanent employment for 60 consecutive working days immediately prior to experiencing involuntary unemployment
- you are not self-employed or you or a member of your family can not exercise control over your employer.

# Trauma Cover

If you suffer a trauma, we will pay to you the **lesser of**:

- the outstanding balance at the date you suffered the trauma, and
- \$50,000.

We will not pay more than one claim during the period of insurance and no claim will be payable for any trauma suffered in the first 90 days of cover.

# **Policy Limits**

Benefits under the MemberCare Loan Insure policy have limits. The maximum amounts we will pay for the cover you have chosen, irrespective of the amounts shown on the policy schedule, are:

#### 9

### **Death Cover**

- The benefit payable is the outstanding balance of your loan contract up to a maximum of \$250,000.
- For a policy in joint names, only one claim is payable.

## **Disability Cover**

 The maximum monthly benefit is the lesser of the insured repayment amount selected by you as shown in your policy schedule and \$1,500 per month, no matter how many claims are made by all covered persons.

### **Involuntary Unemployment Cover**

- The maximum monthly benefit is the lesser of the insured repayment amount as shown in your policy schedule and \$1,500 per month, no matter how many claims are made by all covered persons.
- The monthly benefit is paid for a maximum period of 3 months during any consecutive 12-month period.
- The maximum benefit payable for all claims during the period of insurance is \$5,000.

### Trauma Cover

- The benefit is the lesser of the outstanding balance, and \$50,000.
- Only one claim can be made during the period of insurance.

### Period of Insurance

This insurance covers you for the period of insurance. It commences on the commencement date shown on the policy schedule and expires on the earlier of the expiry date shown on the policy schedule and such other time cover ceases in accordance with the General Conditions, When your insurance ceases (e.g. variation, expiry, termination, cancellation or paying out of your loan contract).

If there are general increases in the interest rate charged by your financial institution resulting in the term of the loan contract being extended, the expiry date in the policy schedule will be extended by up to 6 months at no extra charge.

## Significant risks

The following information lists some of the significant risks arising under your Policy. It is important that you take the time to carefully read the policy wording in full before applying for this insurance.

### Variation of cover

If you vary any of the terms of your loan contract this policy will be cancelled and if you want cover, you will need to enter into a new policy to cover the varied loan contract. Where you vary your loan contract and you propose entering into a new policy, all current terms and conditions of the new policy apply as at the date the new policy is issued.

## Waiting periods

A waiting period is a period of time for which no benefit is payable. You may be subject to one or more waiting periods under this policy. A full description of all the waiting periods that may apply can be found in the policy wording.

### **Interest rates**

The amounts we may pay for claims relating to disability and/or involuntary unemployment are calculated by reference to the repayment as shown in your policy schedule. If during the period of insurance your actual loan repayments are affected by a change in interest rates, any payments under the policy may not provide total cover.

# The cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- the covers selected, and
- the sum insured as shown on your policy schedule.

### Commission

In arranging this insurance your financial institution is acting as an agent of QBE Insurance (Australia) Limited and Integrity Life Australia Limited not you. The commission paid to your financial institution is 20% of the premium excluding GST and Stamp Duty.

## How to make a claim

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 QBE on:

- phone: 1800 226 122
- fax: (02) 9295 5554
- email: membercare.claims@qbe.com

# **Cooling-off information**

If you are not completely satisfied with this insurance product, you may cancel your policy within 30 days from the commencement date and receive a full premium refund. To take advantage of this offer we must receive a request from you within 30 days of the commencement date. This offer does not apply if you have made, or are entitled to make a claim, within this period.

# **Resolving complaints & disputes**

This Policy is made up of products underwritten by two different insurers. If you have a complaint or a dispute, you need to contact the insurer for that product.

### If your complaint is about the QBE products

### Step 1 - Talk to us

If there's something you'd like to talk to us about, or to make a complaint, speak to our staff.

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 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.

We'll provide a 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 our 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).

### **Contacting QBE Customer Care**

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> <li>complaints@qbe.com, to make a complaint.</li> <li>privacy@qbe.com, to contact us about privacy or your personal information.</li> <li>customercare@qbe.com, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

### If your complaint is about the Integrity Life products

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.

### Escalate your complaint

If your complaint has not been resolved within 5 days or if you advise us you are unhappy with our response, your complaint will automatically be escalated to the Complaints Officer at Integrity Life.

Integrity Life will provide you with a final decision, and the reasons for that decision, within 45 days.

### **Contacting Integrity Life**

How to contact the Complaints Manager	
Phone	1300 54 33 66
Email	Complaints@integritylife.com.au
Post	R1741 Royal Exchange, NSW 1225

### Still not resolved?

If you're not happy with our 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 resolves insurance disputes between consumers and insurers, at no cost to you. Depending on the coverage issue in the dispute QBE and Integrity Life are bound by FOS Australia's decision but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

# Privacy complaints & 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.

If you've made a privacy complaint and 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).

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 a general insurer becoming insolvent. In the unlikely event of QBE Insurance Australia 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.fcs.gov.au

# **Policy Wording**

Your Policy is made up of covers underwritten by different insurers. Each insurer only accepts liability in respect to the insurance cover of which they insure.

### The insurer of disability and involuntary unemployment covers

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFS Licence 239545 is the insurer of disability and involuntary unemployment covers.

### The insurer of life and trauma covers

Integrity Life Australia Limited ABN 83 089 981 073 AFSL 245492 is the insurer of life and trauma covers, except where trauma cover is selected but life cover is not. If trauma cover only is selected then QBE Insurance (Australia) Limited is the insurer.

# Our agreement with you

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

### Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

### How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

# **Your Policy**

Your Policy consists of the Policy Wording in this booklet and the Policy Schedule we give you. Please keep them in a safe place for future reference.

Please check the Policy Schedule details to ensure it accurately states what you have insured. Be sure to check that the limits and sums insured are adequate.

The 'general exclusions' and 'general conditions' apply to all sections of this Policy.

# **Paying your premium**

The premium for this Policy may be paid by including it as part of your loan contract or by you as a separate amount. If you have not paid this premium the Policy will not operate and there will be no cover.

# 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
Application	the proposal or application form and any personal statements, submitted by you or by another person on your behalf.
Cancer*	<ul> <li>the first unequivocal diagnosis of any internal malignant tumour requiring treatment by surgery, radiotherapy, hormone therapy or chemotherapy. Included will be any malignant tumour considered to be too advanced or too serious for specific treatment to be warranted, but excluding: <ul> <li>tumours treated by endoscopic procedures alone</li> <li>tumours classed as carcinoma in situ</li> <li>prostate tumours that have not invaded the muscle layer</li> <li>tumours of the skin (with the exception of malignant melanoma where there is evidence of spread to lymph nodes or distant tissue), and</li> <li>Kaposi's Sarcoma and other tumours caused by HIV or AIDS.</li> </ul> </li> </ul>
Commencement date	the inception date of the period of insurance stated on the policy schedule you received from us in connection with this policy, or the date the loan funds are advanced to you, whichever is the later.
Coronary Artery Surgery*	a coronary artery bypass grafting surgery performed via a Thoracotomy.
Cover or covers	the protection provided by this Policy.
Date of the trauma	the date on which, in the opinion of a medical practitioner and/or pathologist, the trauma event has been proven to have occurred.

Word or term	Meaning
Disablement, disabled, or disability	<ol> <li>for you:         <ul> <li>(a) during the first 12 months of your disability, your inability due to illness or injury (as certified by a medical practitioner) to perform duties of your usual occupation</li> <li>(b) beyond 12 months, your inability to perform the duties of any occupation for which you are reasonably qualified by education, training or experience (as certified by a medical practitioner)</li> </ul> </li> <li>for your non-income-earning partner: the inability to perform their usual home keeping duties due to illness or injury (as certified by a medical practitioner).</li> </ol>
Heart attack*	a diagnosed acute myocardial infarction resulting from inadequate cardiac blood supply that has been documented by the occurrence of chest pain and electro cardiographic evidence and elevation in cardiac enzymes.
Illness	any illness, sickness or disease.
Injury	bodily injury caused solely by violent, accidental, external and visible means.
Involuntary unemployment or unemployed	you are unable to continue your permanent employment as a direct result of involuntary dismissal or retrenchment by an employer and you are registered as unemployed with Centrelink or the Department of Social Security and you are actively seeking work.
Kidney failure*	end stage renal failure, which presents chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is initiated or renal transplant is carried out.
Loan contract	the loan contract between you and your financial institution.
Major organ transplant*	actually having undergone, as a recipient, a medically necessary transplant procedure involving one or more of the following organs: kidney, heart, liver, lung, bone marrow and pancreas.

Word or term	Meaning
Medical practitioner	a legally qualified and independent medical practitioner, physician or surgeon (other than you or a member of your family or your business partner) who is registered and practising medicine in Australia.
Non-income-earning partner or partner	<ul> <li>your spouse, de facto spouse or partner, who:</li> <li>(a) lives with you</li> <li>(b) is not in permanent employment</li> <li>(c) who carries out home keeping activities, and</li> <li>(d) is not otherwise insured under this policy as part of the loan contract.</li> </ul>
Outstanding balance	the amount outstanding under your loan contract, for which you are indebted to your financial institution at the relevant date, excluding any loan payments which are two months or more in arrears.
Permanent employment	working on a regular basis for remuneration or profit for not less than 15 hours per week for a six-month period prior to commencement of the policy. Such work cannot be of a seasonal nature.
Permanent resident of Australia	a person not living outside Australia for more than 12 months at a time unless as a member of the Australian Defence Force posted overseas.
Period of insurance	the period we cover you for. Its commencement date is shown on the policy schedule and it expires on the earlier of the expiry date shown on the policy schedule and such other time cover ceases in accordance with the General Conditions, When your insurance ceases. In no case does it commence prior to the commencement date of the loan contract or continue beyond 10 years. However, if there are general increases in the interest rate charged by your financial institution resulting in the term of the loan contract being extended, the expiry date shown on the policy schedule will be extended by up to 6 months at no extra charge.
Policy	this contract of insurance and includes the application, this PDS and the policy schedule.
Product Disclosure	this document which incorporates your policy

Word or term	Meaning
Policy schedule	your most recent schedule. We give you a schedule when you buy a policy from us.
Pre-existing condition	any injury or illness (whether diagnosed by a medical practitioner or not) of which you were aware, or a reasonable person in your circumstances could be expected to have been aware, existed at the time you applied for this insurance.
Premium	the amount paid for the covers you have selected.
Repayment	the lesser of the insured repayment amount as shown in your policy schedule and \$1,500 per month.
Replacement Policy	this policy if it replaces a Loan Insure policy that has been cancelled within 90 days of the commencement date of this policy.
Stroke*	any infarction of brain tissue due to a cerebrovascular incident which is associated with evidence of a neurological deficit that creates permanent functional impairment. It does not mean infarction of brain tissue as a result of injury or vascular disease affecting the eye or optic nerve.
Trauma	the positive diagnosis of any of the diseases or disabilities listed on page 22 which occur during the period of insurance, after 90 days from the commencement date.
We, our, us	The insurer of disability and involuntary unemployment covers: QBE Insurance (Australia) Ltd ABN 78 003 191 035 – AFSL 239545. The insurer of life and trauma covers: Integrity Life Australia Ltd ABN 83 089 981 073 – AFSL 245492 is the insurer of life and trauma covers, except where trauma cover is selected but life cover is not. If trauma cover only is selected then QBE Insurance (Australia) Ltd is the insurer. Each insurer only accepts liability in respect to the insurance cover of which they are the insurer.
You, your	the insured(s) named in your policy schedule

\*These special meanings are only relevant if you have selected Trauma Cover.

# Section 2A - Death Cover

This cover only applies if you have selected to insure for death cover and this is shown on your policy schedule and you have paid the relevant premium for the cover.

# What we will pay for

If you die during the period of insurance, we will pay your financial institution the outstanding balance at the date of your death up to a maximum of \$250,000. In the event that the loan contract is in your joint names and both of you die, only one claim will be covered.

If you die (other than by suicide), during the period of time between the date your loan is approved and when the funds are advanced we will pay the death cover provided that:

- an application to us for death cover has been completed by you, and
- your application is acceptable to us, and
- your death occurs within 120 days after your financial institution approves your loan.

# **Continuity of Cover**

If this is a replacement policy, we will accept a claim for illness or injury first manifested under the replaced policy, but only for the cover(s) and up to the limits provided prior to the commencement date of this policy.

# What we won't pay for

We will not pay for any claim for death cover, if your death:

- 1. is a result of suicide within 13 months of the commencement date of this policy
- 2. is caused or contributed to by any pre-existing condition, or
- is caused or contributed to by alcohol, drugs or narcotics (except where administered by or taken in accordance with the advice of a medical practitioner).

If, at the date of your death, your financial institution has any form of insurance for the repayment of this loan, the outstanding balance is to be reduced by the benefit provided or by any payment received by your financial institution from the insurance.

# Section 2B-Disability (Illness and Injury) Cover

This cover only applies if you have selected to insure for disability cover and this is shown on your policy schedule and you have paid the relevant premium for that cover.

# What we will pay for

- 1. Income-earning Partner/Insured Cover.
  - (a) If you become disabled during the period of insurance and you are disabled for at least 15 consecutive days, we will pay your repayments to your financial institution whilst you remain disabled.
  - (b) If, due to a variation to the interest rate stated in the loan contract, the actual repayments vary, we will calculate the benefits payable on the basis of the repayment amount shown in your policy schedule.
  - (c) Whether this policy covers one or more people, the maximum amount we will pay fortnightly/monthly (as relevant), is the repayment shown on your policy schedule to a maximum aggregate monthly benefit of \$1,500.

# **Continuity of cover**

If this is a replacement policy, we will accept a claim for illness or injury first manifested under the replaced policy, but only for the cover(s) and up to the limits provided prior to the commencement date of this policy.

# **Recurrent disability**

If you return to permanent employment for less than 6 months following a period of disablement, any further claim for disablement will be considered as a continuation of the prior period(s) of disablement.

# What we won't pay for

1. Income-earning Partner/Insured Cover.

No benefit is payable for disability cover:

- 1. for the first 14 consecutive days of any disability
- for claims arising out of a depression, stress and/or an anxiety condition unless that condition is certified, by an independent medical practitioner nominated by us, as being unrelated to any other illness or injury, nor is any benefit payable for a period of, or periods totalling, more than 12 months for any such claims
- 3. for any period where your inability to return to work (whether to duties of your usual occupation in the first 12 months of disability or, after that period, to duties of any occupation for which you are reasonably qualified by education training or experience) is due to your failure to actively seek and undergo medical attention and/or rehabilitation in respect of the disability

- 4. if you fail to attend a medical examination with an independent medical practitioner requested by us (this examination will be at our expense)
- 5. If you return to employment in any occupation for reward or profit
- 6. if your disability is a result of:
  - (a) any pre-existing condition
  - (b) a deliberately self-inflicted injury or condition whilst sane or insane
  - (c) any illness or injury which is caused or exacerbated by alcohol, drugs or narcotics (except as a result of a drug administered by, or in accordance with the advice of a medical practitioner)
  - (d) you not obtaining and/or following medical advice provided by a qualified medical practitioner or rehabilitation specialist
  - (e) your decision to cease work that is not supported by an independent medical assessment of your disability. (The mere fact that you are medically discharged from your usual occupation does not qualify as such an assessment), or
  - (f) childbirth, pregnancy or abortion or any conditions contributed to by them.

# What we will pay for

- 2. Non-Income-Earning Partner Cover.
  - (a) If your non-income-earning partner becomes disabled during the period of insurance, we will pay your repayment to your financial institution.
  - (b) If, due to a variation to the interest rate stated in the loan contract, the actual repayments vary, we will calculate the benefits payable on the basis of the repayment amount shown in your policy schedule.
  - (c) The maximum monthly benefit amount we will pay is \$750 limited to 12 months and the total amount we will pay during the period of insurance is \$9,000.

# What we won't pay for

Non-Income-Earning Partner Cover.

No benefit is payable for disability cover:

- 1. for the first 60 consecutive days of your partner's disability
- 2. if your partner's disability is a result of:
  - a depression, stress and/or anxiety condition unless that condition is certified by an independent medical practitioner nominated by us, as being unrelated to any other illness or injury, nor is any benefit payable for a period of, or periods totalling more than 12 months for any such claims
  - (b) any pre-existing condition
  - (c) a deliberately self-inflicted injury or condition whilst sane or insane
  - (d) any illness or injury which is caused or exacerbated by alcohol, drugs or narcotics (except as a result of a drug taken or administrated by or in accordance with the advice of a medical practitioner)

- (e) your partner not obtaining and/or following medical advice provided by a qualified medical practitioner or rehabilitation specialist, or
- (f) childbirth, pregnancy or abortion or any conditions contributed to by them.

# Section 2C - Trauma Cover

This cover only applies if you have selected to insure for trauma cover and this is shown on your policy schedule and you have paid the relevant premium for that cover.

Trauma cover includes the following diseases and disabilities:

- Heart Attack
- Coronary Artery Surgery
- Stroke
- Cancer
- Kidney Failure
- Major Organ Transplant

## What we will pay for

If you suffer a trauma, we will pay to you the **lesser of**:

- the outstanding balance at the date you suffered the trauma, and
- \$50,000.

# **Continuity of cover**

If this is a replacement policy, we will accept a claim for illness or injury first manifested under the replaced policy, but only for the cover(s) and up to the limits provided prior to the commencement date of this policy.

# What we won't pay for

No benefit is payable for trauma cover:

- 1. for a trauma that occurs within 90 days of the commencement date of this policy
- 2. if death occurs within 28 days of the date of the trauma
- 3. for more than one trauma during the period of insurance
- for any disease or disability diagnosed as a trauma, which was caused by alcoholism, drug addiction, narcotics or the influence of intoxicating liquor, drugs or narcotics, or
- 5. for a trauma that occurs as a result of a pre-existing condition.

# Section 2D-Involuntary Unemployment Cover

This cover only applies if you have selected to insure for involuntary unemployment cover and this is shown on your policy schedule and you have paid the premium relating to that cover.

# What we will pay for

- If you experience involuntary unemployment during the period of insurance we will pay to your financial institution your repayment on the 15th day after you register as unemployed with Centrelink to a maximum of \$1,500 per month.
- 2. We will only pay up to a maximum of 3 months involuntary unemployment cover during any 12 month period.
- 3. The maximum amount we will pay for all involuntary unemployment claims made during the period of insurance is \$5,000.
- Whether this policy covers one or more person(s) the maximum amount we will pay fortnightly/monthly (as relevant), is the repayment shown on your policy schedule to a maximum aggregate monthly benefit of \$1,500.

# What we won't pay for

No benefit is payable for involuntary unemployment cover:

- 1. for any period of involuntary unemployment which occurs within 28 days of the commencement date of this policy
- 2. for the first 14 days of any involuntary unemployment period, with benefits being calculated from the 15th day after you are registered with Centrelink
- 3. if you have not been in permanent employment for 60 consecutive working days immediately prior to experiencing involuntary unemployment
- 4. if you were unemployed or you were aware that you would become unemployed at the time of applying for this insurance
- 5. if you are employed on a fixed-term contract and it expires
- 6. If you are an apprentice and your period of apprenticeship ends
- if you are self-employed or employed by a company or business over which you or your family can exercise control
- 8. if you are a seasonal worker
- 9. if you are dismissed for any form of wilful or other misconduct which resulted in your immediate dismissal
- 10. if you return to employment in any occupation for reward or profit.

# **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.

## Automatic cessation of cover

Your cover will automatically cease to be in force and all benefit payments being made to you by us in respect of disability and involuntary unemployment will stop as soon as any one of the following occurs:

- (a) you reach 65 years of age
- (b) you die
- (c) you cease to be a permanent resident of Australia
- (d) the period of insurance expires
- (e) the policy is cancelled by you or us
- (f) your loan contract is varied or repaid or is discharged or cancelled for any other reason.

## **Cancelling your Policy**

### If you want to cancel the policy:

- (a) You can cancel this policy at any time by giving us written notice.
- (b) If you request cancellation of the policy later than 30 days after the commencement date we will refund to you a proportion of the premium. The amount of premium to be refunded will satisfy any relevant legislation and will include the GST and any government charges you have paid to the extent we reasonably believe we will be entitled to a refund or credit for that GST and any government charges.
- (c) No refund of premium will be paid once any claim has paid out the outstanding balance.

Any premium refund will be paid to your financial institution. Your financial institution is required to pay you or credit you with a proportionate rebate of premium paid.

### If we want to cancel the policy:

We may cancel this policy at any time, for any reason allowed under the law, by giving you written notice.

### **Taxation information**

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.

Any payments made by us for claims may have an impact on your income for the purposes of the Income Tax Assessment Act. You should obtain independent advice to see how this may affect you.

# **General exclusions**

The insurance we offer to you under this policy provides cover for certain events. There will be situations where this policy provides no cover at all. Those situations are set out in the policy wording. For full particulars of all these exclusions, you must take the time to read this in detail.

The following lists some of the events which will not be covered under your Policy.

For a comprehensive list and further details on these, refer to the Policy Wording, under the headings "What we won't pay for".

- any claim if your death is the result of a suicide within 13 months of the commencement date of the period of cover
- any period of involuntary unemployment which occurs within 28 days of the commencement date of this insurance
- the first 28 days of any involuntary unemployment period
- any claim for involuntary unemployment if you are self-employed or employed by a company or business over which you or your family can exercise control
- any claim if you have not been in permanent employment for 60 consecutive working days immediately prior to experiencing involuntary unemployment
- any claim after 6 months if the injury or illness which caused the disability is an injury or illness which entitles you to a benefit under the Workers Compensation Act 1987 (NSW) (as amended) or equivalent legislation, whether or not the benefits have been claimed
- the first 28 days of any disability period, and
- any claim for death, disability or trauma arising out of a pre-existing condition.

### 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.

# Claims

For all claims, you or your estate's legal representative must:

- 1. advise us in writing as soon as possible after the claim event, and
- 2. complete a Claim Form supplied by us.

In addition the following must be provided:

For Death claims:

 your estate's legal representative must provide proof of your identity, cause of death and existence of the loan contract in a form satisfactory to us.

For Disability claims:

- you must, at your own expense, support your claim with completion of a Monthly Progress Report, and any other medical information we may request.
- we may request a medical examination by a doctor of our choice and you
  must comply with any such request. We will pay for any examination that
  we request be undertaken.
- we may require you to attend rehabilitation during the claim period (at our expense) with the view of you returning to the work force. A refusal to attend rehabilitation may result in your claim being rejected.

For Involuntary unemployment claims:

- you must, at your cost, obtain and supply us with any relevant documents we request, including advice of your employment being terminated by your employer and a Certificate of Unemployment from Centrelink or Department of Social Security or the relevant body.
- you must, at your cost, obtain and provide ongoing proof of involuntary unemployment.

For Trauma claims:

- you must support your claim with medical information and such medical certificates as we may request.
- 2. we may request a medical examination by a doctor of our choice and you must comply with such a request. We will pay for any examination that we request is undertaken.

