

Sports Insurance



About This Booklet

This booklet contains 2 separate sections:
Part A and Part B.

Part A – Product Disclosure Statement (PDS)

Part A of this booklet 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 booklet carefully.

Part B – Policy Terms and Conditions

Part B of this booklet 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 Mercantile Mutual

QBE and Mercantile Mutual have formed a joint venture by combining their respective general insurance businesses.

QBE and Mercantile Mutual are household names in Australian insurance with a combined experience of over 230 years. Backed by sizeable assets, both organisations are strong, financially secure, and well respected

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PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR SPORTS INJURY POLICY

Insurers

The Policy is underwritten by:

QBE Insurance (Australia) Limited ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney – 50% and Mercantile Mutual Insurance (Australia) Limited ABN 35 000 456 799 of 347 Kent Street, Sydney – 50%

This means each Insurer is only responsible for its 50% share.

In arranging and effecting this Policy, QBE Mercantile Mutual Limited ABN 28 087 142 569, AFS Licence No. 237916 will be acting under authority given to it by the Insurers. It will be acting as agent of the Insurers, not as your agent.

The PDS is issued by QBE Mercantile Mutual on behalf of the Insurers.

Significant Benefits and Features

We believe the most significant benefits of this insurance policy are that it offers cover for losses as a result of injury during the time of operation of cover.

“Time of operation of cover” means when the Policy operates and unless it is shown otherwise in the Policy Schedule will be while an insured person is actually engaged in officially sanctioned activities involving:

- 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 fundraising activities.

The Policy provides a choice of cover. You can choose any or all of the following types of cover:

- Section A - Capital Benefits
- Section B - Weekly Benefits – Injury
- Section C – Injury Assistance Benefits
- Section D – Non Medicare Medical Expenses.

The Policy provides:

- lump sum payments (if you have chosen cover for capital benefits) for accidental death and other listed conditions which result from an injury during time of operation of cover,
- periodic payments (if you have chosen cover for weekly benefits - injury) to replace income that is lost following an accident which occurs during time of operation of cover,

- injury assistance benefits (if you have chosen this cover) where the injury occurs during time of operation of cover,
- non Medicare medical expenses (if you have chosen this cover) incurred as a result of injury where the injury occurs during time of operation of cover.

The Policy does not cover certain things.

Claims may be refused in certain circumstances. Please refer to Sports Injury 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 – Capital Benefits

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

Section B – Weekly Benefits – Injury

- any injury, medical condition, infirmity or weakness known to you or the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness,
- any condition that is caused by repetitive movements or actions of your sport.

We will not pay weekly benefits:

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

Section C – Injury Assistance Benefits

- any injury, medical condition, infirmity or weakness known to you or the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness,
- any condition that is caused by repetitive movements or actions of your sport.

Section D – Non Medicare Medical Expenses

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

We will not pay:

- 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 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.

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. war whether declared or not, invasion or civil war, rebellion or insurrection,
2. 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,
3. any act of terrorism
4. intentional self injury or suicide or any attempt at suicide,
5. your involvement in any criminal or illegal act,
6. driving or riding in any kind of race,
7. flying except as a fare paying passenger on an airline with scheduled flights,
8. the insured person's criminal or illegal act,
9. being under the influence of any narcotic, alcohol or illicit drug,
10. childbirth or pregnancy or their complications,
11. social matches,
12. end of season trips for social purposes,
13. activities involving parent / child competition,
14. events which have not been approved in writing by the governing body of the sport,
15. taking any drug which has not been approved in writing by the governing body of the sport,
16. 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.

These are only some of the events that are not covered by this insurance. Please read the Sports Injury Policy Terms and Conditions which follows this PDS for full details of all relevant policy exclusions.

The amount of any claim may be reduced

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 where you have chosen cover for Weekly Benefits – Injury.

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 some health problems you have before you take out cover. Health problems not covered are those that are chronic or that we think are likely to recur.

Under Insurance

The Policy will pay you the amount of earnings you have lost up to the weekly benefit sum insured you choose.

Overdue Premium

You 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.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in Part B (Terms and Conditions).

A Claim May Be Refused

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

- your insurance history and that of any person to be covered by this Policy
- the number of people to be covered by this Policy
- the type of sport you or any insured person will be participating in
- the sums insured you have chosen.

You should arrange your method of payment through your Financial Services Provider. A quote for premium may be obtained from your Financial Services Provider.

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. QBE Mercantile Mutual has developed a privacy policy which explains what sort of personal information we hold about you and what we do with that information. Please contact your Financial Services Provider to obtain a copy of the QBE Mercantile Mutual Privacy Promise information brochure. A copy of the brochure may also be obtained from any QBE Mercantile Mutual office or from our website at www.qbemmm.com.au

The General Insurance Code of Practice

The Insurers are signatories to the General Insurance Code of Practice. QBE Mercantile Mutual fully supports the General Insurance Code of Practice.

The Code aims to raise standards of practice and service in the insurance industry.

It:

- promotes better communication between insurers and customers which will lead to better public understanding of insurance to allow customers to make informed choices; and
- outlines good standards of practice and service to be met by insurers to enhance their reputation for responding efficiently to their customers' needs.

How to Make a Claim

Please contact your Financial Services Provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the Claims section in part B of this booklet.

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 Mercantile Mutual 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 General Insurance Enquiries and Complaints Scheme (IEC), an external dispute resolution body. IEC also has a Claims Review Panel which will adjudicate on claims.

Access to the Dispute Resolution process is free of any charge to you. In addition, although QBE Mercantile Mutual is bound by the panel's decision, you are not and you have a right to pursue the matter elsewhere if you disagree.

We will provide the contact telephone number and address of the IEC 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.
- The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.
- 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, the Insurers 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

- The Insurers may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- The Insurers 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

You have a cooling-off period. During the cooling-off period, you may return your Policy to your Financial Services Provider and obtain a refund.

You may do this by notifying your Financial Services Provider in writing or electronically.

You may only exercise this right during the period of 14 days starting on the earlier of:

- the time you received confirmation of this insurance transaction, or
- the end of the 5th day after the day on which Policy was issued to you.

You cannot exercise your right at any time after:

- you have exercised a right or power under your Policy (e.g. you have made a claim), or
- your rights or powers under your Policy have ended.

If your Policy is for an event that will start and finish within the 14 day cooling-off period, you can only exercise your right before the event starts or the expiry of the cooling-off period, whichever is the earlier. For example, for travel insurance, the commencement of the journey is the event.

If you exercise your right to return this Policy then it is terminated with effect from that time.

Your Financial Services Provider will give you a pro rata refund. Your Financial Services Provider may deduct from your refund:

- any tax which we have been paid or must be paid and which is not refundable, and
- any reasonable administrative and transaction costs.

PART B – POLICY TERMS AND CONDITIONS FOR SPORTS INJURY POLICY

(This Part does not form part of the Product Disclosure Statement)

Insurers

The Policy is underwritten by:

QBE Insurance (Australia) Limited ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney – 50% and Mercantile Mutual Insurance (Australia) Limited ABN 35 000 456 799 of 347 Kent Street, Sydney – 50%

This means each Insurer is only responsible for its 50% share.

In arranging and effecting this Policy, QBE Mercantile Mutual Limited ABN 28 087 142 569, AFS Licence No. 237916 will be acting under authority given to it by the Insurers. It will be acting as agent of the Insurers, not as your agent.

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 Sports Injury Policy consists of Part B (Terms and Conditions) of this booklet 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 Mercantile Mutual branch are on your Policy Schedule.

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

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.

How you can pay your premium

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

Paying Your Premium

You must pay your 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.

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.

The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.

When we pay a claim, your GST status will determine the maximum amount we pay.

When you are:

- (a) not registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover including GST.
- (b) registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover less any Input Tax Credit to which you are entitled 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 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, 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.

Words with Special Meanings

Word or Term	Meaning
'We', 'our' 'us"	the Insurers through their agent QBE Mercantile Mutual Limited ABN 28 087 142 569.
'You', 'your'	the club, association, or regional state or national sporting association, shown as the insured in the Policy Schedule.
'Insured person'	any registered player, official or co-opted volunteer of the insured who is described in the Policy Schedule as an insured person.
'Junior person'	a person who is determined by the insured club, league or association registration to be a junior by reference to their age.
'Compensation'	the amount of benefit shown in the Compensation Tables of this Policy.
'Period of insurance'	the period shown in the Policy Schedule.
'Policy Schedule'	the latest policy schedule we give you, including any endorsement schedule or any renewal schedule.
'Time of operation of cover'	when the Policy operates and unless it is shown in the Policy Schedule will be while an insured person is 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 fundraising activities.
'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 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.
'Permanent'	continuing for at least twelve months and which thereafter will, in all probability, continue for life.
'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.
'Quadriplegia'	total paralysis of both legs and both arms.
'Pre disability earnings'	1. If an insured person is self employed: <ul style="list-style-type: none"> gross weekly income from personal exertion after allowing for costs and expenses incurred in deriving that income averaged over the 12 months prior to injury or any shorter period that they have been engaged in their occupation. Earnings derived from participating or officiating in any sport are not included.

Word or Term	Meaning
'Pre disability earnings' (continued)	2. If an insured person is an employee: <ul style="list-style-type: none"> basic weekly base rate of pay exclusive of overtime payments, bonuses, commission or allowances at the time of injury or illness. Earnings derived from participating or officiating in any sport are not included. <p>In the event of a claim earnings will need to be substantiated. For example, the insured person will need to provide group certificates or tax returns.</p>
'Total disablement'	total disablement as a result of injury covered under Weekly Benefits - Injury that a medical practitioner certifies entirely prevents an insured person from <ul style="list-style-type: none"> carrying out all the normal duties of their occupation, business or profession, or where they are engaged in more than one occupation, business or profession, all of them.
'Excluded period of claim'	the number of days after medical treatment by a registered medical practitioner, for which an insured person does not receive a weekly benefit.
'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.

Types of Cover

The Policy provides a choice of cover. You can choose any or all of the following types of cover:

- Section A - Capital Benefits
- Section B - Weekly Benefits – Injury
- Section C – Injury Assistance Benefits
- Section D – Non Medicare Medical Expenses.

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

Section A - Capital Benefits

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

What we will pay

We will pay amounts set out in the compensation tables in this section of the Policy in respect of an insured person if the payable conditions shown:

- occur during the period of insurance,
- are a result of injury during the Time of Operation of Cover.

What we will not pay

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

- any injury, medical condition, infirmity or weakness known to the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness,
- any 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 and Additional Exclusions set out under 'When you are not covered' in this Policy may also affect your claim.

Capital Benefits

- Any payable condition claimed under capital benefits must occur within 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 this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.

Compensation Table - Capital Benefits

Injury resulting in:	Compensation as a percentage of the Capital Sum Insured shown in the Policy Schedule
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 5 times annual pre disability earnings

Injury resulting in:	Compensation as a percentage of the Capital Sum Insured shown in the Policy Schedule
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%
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%
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 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 \$2500.

Disappearance Additional Capital Benefit

If an insured person is travelling on a conveyance, and

- their means of transportation disappears, sinks or is wrecked, and
- their body has not been found within one year

we will presume that they 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 the insured person is later found to be alive then you must refund the amount we have paid.

Section B - Weekly Benefits - Injury

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

What we will pay

We will pay a weekly benefit of the amounts as set out in the compensation tables in this section of the Policy in respect of an insured person if the payable conditions shown

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

What we will not pay

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

- any injury, medical condition, infirmity or weakness known to the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness,
- any condition that is caused by repetitive movements or actions of your sport.

We will not pay weekly benefits:

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

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

Weekly Benefits - Injury

- Any payable condition claimed must occur within 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 period of disablement.
- Weekly benefits will be paid after the excluded period of claim has elapsed.
- We will continue to pay weekly benefits while the insured person suffers disablement up to a maximum of 52 weeks or other period shown on the Policy Schedule.

The weekly benefit we pay will be the amount shown in the compensation table or 75% of the earnings lost by the insured person whichever is less and will be reduced by:

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

Compensation Table - Weekly Benefits -Injury

Injury resulting in: Payable Condition	Compensation
1. Total disablement (weekly benefit)	As per Policy Schedule

Section C - Injury Assistance Benefits

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

What we will pay

We will pay amounts as set out in the compensation tables in this section of the Policy in respect of an insured person who has 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 the claim arises directly or indirectly out of any of the following:

- any injury, medical condition, infirmity or weakness known to the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness,
- any condition that is caused by repetitive movements or actions of your sport.

Section C/Section D

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

Injury Assistance - Injury

- Any payable event claimed must occur within 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 compensation while the insured person suffers disablement up to a maximum period of 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
1 A registered medical practitioner certifies that you or the insured person are unable to attend to usual household duties and functions	Home Assistance Schedule 75% of actual non medical related expenses incurred for home help, childminding, payable to a recognised agency up to the maximum weekly amount on the Policy Schedule
2. A registered medical practitioner certifies that you or the insured person 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 18 years is hospitalised	Parent inconvenience allowance up to \$25 per day to their parent or guardian to visit them up to maximum of \$1500

Section D - Non Medicare Medical Expenses

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

What we will pay

We will pay amounts set out in the compensation tables in this section of the Policy in respect of an insured person if the payable conditions shown

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

What we will not pay

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

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

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

We will not pay:

- for costs 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 12 months after the date of injury,
- accounts covered by an ambulance service whether claimed or not,
- accounts covered by private health insurance whether claimed or not,

Non Medicare Medical Expenses

- Any payable condition claimed must occur within 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	<ul style="list-style-type: none"> • reimbursement of accounts for medical expenses incurred and paid by you or the insured person, • at the rate shown as a percentage in the Policy Schedule, • up to the maximum amount shown in the Policy Schedule.
2. Post operative treatment prescribed by an orthopaedic surgeon	<ul style="list-style-type: none"> • reimbursement of accounts for orthotics incurred and paid by you or the insured person, • at the rate shown as a percentage in the Policy Schedule, • 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	<ul style="list-style-type: none"> • reimbursement of accounts incurred and paid by you or the insured person, • at the rate shown as a percentage in the Policy Schedule, • up to the maximum amount shown in the Policy Schedule

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

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:

- involves violence against one 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.

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.

General Conditions

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 which we have noted on your Policy Schedule are 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, the Insurers 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

- The Insurers may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- The Insurers 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

1. If anything happens that is likely to lead to a claim you or the insured person must
 - follow medical advice from a qualified medical practitioner as soon as possible after sustaining injury or illness,
 - give us notice in writing, by telephone or in person describing the occurrence,
 - tell us promptly,
 - fully complete our claim form and return it to us within 30 days after a payable condition occurs,
 - 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.

If you or any insured person act fraudulently we can reject the claim altogether and cancel this Policy.

You and any insured person must give us written notice as soon as possible of every claim, writ, summons or proceedings, including any prosecution or inquest, and all information in regard to matters which may lead to cover under this Policy.

As soon as an event that can justify a claim occurs, the insured person must make every endeavour to minimise the loss or damage.

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 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.

We have the sole right to make admissions. We may refuse to protect the insured person if you or the insured person admits fault, makes any offer of payment or defends a claim in court without our consent.

We will be entitled to conduct in your name or the insured person's name the defence or settlement of any claim or to prosecute in your or the insured person's name.

We will pay benefits to you or to the insured person unless you instruct us to do otherwise.

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 are in breach of your 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.