

**OBE Insurance (Australia) Limited Mortgage Protection Plus Insurance** 

Insurance Product Disclosure Statement and Policy Wording



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## Introduction

## About this booklet

This booklet is a Product Disclosure Statement (PDS) and is also the Policy Wording. Other documents may comprise the PDS and we will tell you if this is the case in the relevant document.

This booklet has two (2) parts: Important Information to help you understand the insurance, and the Policy Wording, which sets out terms and condition of the cover provided. It is up to you to choose the cover you need. Any advice in this booklet is general in nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it is right for you.

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

#### **Updating our PDS**

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us. We will issue you with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

#### For more information

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

your financial institution

#### 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 worldwide. The company has been operating in Australia since 1886 and continues to provide insurance solutions that are focused on the needs of policyholders.

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

## **Important Information**

The information provided in this section includes high level information about this Policy including your duty of disclosure, privacy, how to make a claim, our dispute resolution process and other relevant information. This section may also set out other information such as options in cover you can choose from, factors that affect the cost and any cooling off rights.

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

If we issue you with a 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 Wording.

The Policy Wording and Policy Schedule form your legal contract with us so please keep them in a safe place for future reference. You should check the Policy Schedule, or renewal schedule if you are issued one, when you receive it to ensure it accurately states what you have insured.

## **Duty of disclosure**

#### New business

#### What you must tell us

When answering our questions, you must be honest and you have a duty under the law to tell us anything known to you, and which a reasonable person in the circumstances would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under this insurance and on what terms.

#### Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else who is an insured under this insurance.

#### 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 your insurance. If you answer our questions fraudulently, we may refuse to pay a claim and treat the insurance as never having worked.

#### Renewals, variations, extensions and reinstatements

Once your insurance 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 insurance, 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 this insurance, and if so, on what terms.

You do not have to tell us about any matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or should know or, in the ordinary course of our business, we ought to know;
- as to which compliance with your duty is waived by us.

#### Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the insurance in respect of a claim or may cancel the insurance.

If your non-disclosure is fraudulent, we may also have the option of avoiding the insurance from its beginning.

#### You must disclose to us all previous claims

You are asked at the time you take out this insurance to give us full and correct details concerning any:

- renewal or insurance policy declined, cancelled or refused, or where any excess was imposed;
- claim refused by an insurer;
- claim made;
- criminal conviction or finding of guilt for an offence,

in relation to you and your family because any of these may affect the premium and extent of insurance.

For example, we may be entitled to:

- charge you an additional premium;
- impose (back-dated) restrictions including declining your insurance back to when this information should have been provided;
- decline to insure your building, contents or valuables;
- refuse a claim.

When renewing your Policy with us you must also advise us of any changes to your:

- claims;
- insurance; or
- criminal history.

We will notify you in writing of the effect a change may have on your renewal.

## **Privacy**

All companies in the QBE Group are committed to safeguarding your privacy and the confidentiality of your personal information. QBE collects only that personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claim made by you. QBE will only use and disclose your personal information for a purpose you would reasonably expect. We will request your consent for any other purpose.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim. Our aim is to always have accurate and up-to-date information. When you receive a Policy Schedule, Certificate of Insurance, Renewal or other document from us, you should contact us if the information is not correct.

QBE uses the services of a related company located in the Philippines to provide Call Centre sales and claims handling, accounting and administration services to QBE in Australia.

QBE or our authorised agent may collect or disclose your personal information from or to:

- any person authorised by you;
- a mail house, records management company or technology services provider (for printing and/or delivery of mail and email, including secure storage and management of our records). These companies may be located or the records stored using 'Cloud' technology overseas, including in India, Ireland, USA or the Netherlands;
- a financier whose name appears on your Policy Schedule (for the purpose of confirming the currency of your Policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transactions or confirming payments made by you to us);
- a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);
- another insurer (to obtain confirmation of your no claim bonus or to assess insurance risks or to assist with an investigation);
- our reinsurer that may be located overseas (for the purpose of seeking recovery from them);
- a dispute resolution organisation such as the Financial Ombudsman Service (for the purpose of resolving disputes between QBE and you or between QBE and a third party);
- a company to conduct surveys on our behalf for the purpose of improved customer services; and
- an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- to a repairer or supplier (for the purpose of repairing or replacing your insured items);
- to an investigator, assessor (for the purpose of investigating or assessing your claim);

- to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- to a witness to a claim (for the purpose of obtaining a witness statement);
- to another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information (about you) may also be obtained from the above people or organisations.

In addition we will:

- give you the opportunity to find out what personal information we hold about you and when necessary, correct any errors in this information. Generally we will do this without restriction or charge; and
- provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

To obtain further information about our Privacy Policy, to request access to or correct your personal information, or to make a complaint please email: <u>complaints@qbe.com</u>.

## 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.

#### **Eligibility criteria**

For any of the covers provided by this Policy, you must:

- be aged between 15 59 years of age at the commencement date;
- 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,

If you are applying for disability cover, you must:

 be employed on a permanent, casual, temporary, contract or self employed basis.

If you are applying for involuntary unemployment cover, you must:

 be employed in permanent gainful employment when you apply for the loan (you are working on a permanent and continuous basis for wages or income for a minimum of fifteen (15) hours every week and you are not in employment of a seasonal or self employed nature); and

 you do not have any prior knowledge your permanent gainful employment is to be terminated or decreased.

You will not be able to apply for involuntary unemployment cover without also applying for disability cover.

#### Applying for cover

You may apply for this Policy at the time of applying for your loan. Assuming that you meet all eligibility criteria, you will be issued with a Policy Schedule confirming your cover including the following information:

- your name and address;
- the amount of your loan repayment that is covered;
- which cover(s) you have selected;
- premium including taxes and charges.

### Significant benefits and features

The following is a summary only and does not form part of the terms of your Policy. We give examples of some of the significant benefits and risks but you need to read the Policy Wording which set out the terms and conditions of this Policy to make sure it matches your expectations.

This Policy is designed to provide you with mortgage protection cover for the insured events selected as shown on your Policy Schedule, that occur during the period of insurance. You may select combinations of cover for life, trauma, disability and involuntary unemployment.

Cover	Benefit	Main conditions
Life cover	In the event of your death, we will pay to your financial institution the current insured loan contract amount stated in the Policy Schedule.	Cover available up to a maximum of \$500,000.
Disability cover	<ul> <li>We will pay to your financial institution for each day of disability 1/30th of either:</li> <li>(a) the minimum monthly repayment required shown on the loan contract when it was first entered into; or</li> <li>(b) the minimum monthly repayment amount required under the loan contract on the</li> </ul>	Maximum amount payable is \$3,000 per month (up to a maximum amount equivalent to thirty six (36) monthly repayments) whilst you remain disabled.

Cover	Benefit	Main conditions
	date your disability first occurred; whichever is the lesser.	
Trauma cover	Pays you the amount of cover selected by you in the event of positive diagnosis of any of the diseases or disabilities as shown in the Policy Wording.	Automatic cover of \$10,000. You may elect to increase cover in multiples of \$5,000 up to \$50,000 depending on your loan amount.
Involuntary unemployment cover	<ul> <li>We will pay to your financial institution for each day of involuntary unemployment 1/30th of either:</li> <li>(a) the minimum monthly repayment required shown on the loan contract when it was first entered into; or</li> <li>(b) the minimum monthly repayment amount required under the loan contract on the date your involuntary unemployment first occurred;</li> <li>whichever is the lesser.</li> </ul>	Maximum of three (3) months involuntary unemployment cover during any consecutive twelve (12) month period. The maximum amount we will pay for all involuntary unemployment claims made is \$10,000 during the first five (5) years of the period of cover from the commencement date and \$10,000 in any subsequent, unbroken period of five (5) years thereafter.

## Significant risks

#### The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the Policy Wording for full details. These are certain events that are not covered by this insurance.

#### **Pre-existing conditions**

If you have a pre-existing condition that has not been disclosed to us, and we have not agreed to cover you for this condition, any claims resulting from this pre-existing condition will not be covered. If you have a pre-existing condition that has been disclosed to us, for example:

- high blood pressure,
- asthma, and/or
- diabetes.

You have the option to pay an additional premium to be covered for this pre-existing condition.

Having a pre-existing condition does not restrict you from taking out this Policy.

#### Summary of limits to the cover provided

Cover	Risk
All covers	<ul> <li>This Policy is limited to the period of insurance shown in your Policy Schedule.</li> <li>There is no surrender value on the Policy.</li> <li>You need to be aware that there are limits to each Policy benefit. The extent of these limits are set out in the Policy Wording. If you do not adequately insure yourself you may have to bear the uninsured portion of any loss yourself. If you are unsure whether you are insured for the correct amount, you should seek professional advice.</li> <li>Cover is subject to exclusions detailed in the Policy Wording.</li> </ul>
Life cover	<ul> <li>Cover available up to \$500,000 during the period of insurance.</li> <li>Cover starts from the commencement date.</li> <li>If you have joint cover, the maximum payable under this benefit is \$500,000.</li> </ul>
Disability cover	<ul> <li>Up to \$3,000 per month (up to a maximum amount equivalent to thirty six (36) monthly repayments) whilst you remain disabled.</li> <li>There is no cover for the first twenty eight (28) consecutive days of any disability.</li> </ul>
Trauma cover	<ul> <li>You are able to select up to \$50,000 in cover depending on your loan amount.</li> <li>If you have joint cover, the maximum trauma cover available is \$100,000.</li> <li>There is no cover for trauma occurring within ninety (90) days of the commencement date.</li> <li>Only one claim allowed during period of insurance.</li> <li>This cover must be taken in conjunction with disability cover.</li> </ul>

Cover	Risk
Involuntary unemployment cover	<ul> <li>up to \$10,000 during the first five (5) years of the period of cover from the commencement date and \$10,000 in any subsequent, unbroken period of five (5) years thereafter.</li> <li>Benefit payable for maximum of three (3) months during any consecutive twelve (12) month period.</li> <li>There is no cover for involuntary unemployment occurring within twenty eight (28) days for the commencement date.</li> <li>There is no cover for the first twenty eight (28) consecutive days of any involuntary unemployment.</li> <li>This cover must be taken in conjunction with disability cover.</li> </ul>

#### What you are not covered for

There are certain times when this Policy may not provide cover. See the 'Events we will not cover' table for full details.

We may also refuse to pay or may reduce the amount we pay under a claim:

- if you do not comply with the Policy conditions (Please read the Policy Wording of this document for details of the conditions to make sure you understand your obligations);
- if you do not comply with your duty of disclosure (such as not telling us of a pre-existing illness); or
- if you make a fraudulent claim.

## The cost of this Policy

The total premium is the amount we charge you for this Policy. It includes the amount we have calculated for the risk and the taxes and government charges applicable. The premium will be shown on the Policy Schedule.

When calculating the premium we take a number of factors into account. These factors and the degree to which they affect the premium will depend on the information you give us, and the level and type of cover you choose. The main factors that impact your premium include:

Factors	Impact
The monthly mortgage repayment	premium increases as the amount borrowed increases.
The amount borrowed	your premium will be calculated on the loan size and will increase as the amount borrowed increases.

Factors	Impact
The period of the loan	the premium will increase as the period of cover increases.
The type of cover that you have selected	the premium is calculated on the cover type combination that you select.
Your age	as your age increases so may the premium amount.
Your gender	the premium may be calculated to take into account your gender.
Your smoking status	the premium may be increased if you are a smoker.
Details relating to any joint borrower	each person listed on the Policy is priced according to the details provided by you, however, you do receive a discount for a joint policy.
Your health condition	you may have disclosed a health condition and paid an additional premium to be covered for this health condition.

Commission of 20% of the premium is paid to the financial services provider who sold you this Policy. It is not an additional charge to you and it is included in the premium payable.

## 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 1300 734 728 or your financial services provider as soon as possible.

## **Cooling-off information**

If you want to return your Policy after your decision to buy it, you may cancel it and receive a full refund. This cooling off right does not apply if you have made or are entitled to make a claim. Even after the cooling off period ends, you still have cancellation rights. However, we may deduct certain amounts from any refund (refer to the Policy Wording under the section 'General conditions - Cancelling your Policy).

To cancel your Policy within the cooling off period you must submit your request to us within twenty one (21) days of the commencement of your Policy. You can send your request to:

insurancecentre@qbe.com

## The General Insurance Code of Practice

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

The Code aims to:

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

## **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 fifteen (15) working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist. If you are not happy with our answer, or we have taken more than fifteen (15) working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

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

## **Financial Claims Scheme**

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

More information may be obtained from APRA - www.apra.gov.au or 1300 55 88 49.

## **Policy Wording**

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

#### The insurer of disability and involuntary unemployment covers

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 of 2 Park Street, Sydney NSW 2000.

#### The insurer of life and trauma covers

QBE Life (Australia) Limited ABN 83 089 981 073 AFSL 245492 of 2 Park Street, Sydney NSW 2000 – insurer of life and trauma covers.

Where Trauma cover is selected and Life cover is not, QBE Insurance (Australia) Limited is the underwriter of the trauma cover.

## 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 limits of cover applying to the cover selected by you and the amount of any excess that applies to your Policy, is shown on your Policy Schedule.

## **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 ways you can pay your premium, and the frequency you can pay it, are described below:

- periodic instalments from your bank account,
- annual payment by cash,
- annual payment cheque, or
- annual payment by credit card.

#### Annual premium

Paying your premium on time is important because it affects your insurance. If you are paying your premium annually in one payment, and you have not paid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

#### Instalment payments

If you are paying your premium by instalments, we will specify on your Policy Schedule when we will deduct the first instalment. Thereafter, instalment payments will be debited on the date or frequency you have nominated. If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if these details change no later than seven (7) days before your next instalment is due. We will not pay a claim under this Policy if, at the time the claim occurred, any premium instalment has remained unpaid for one (1) month or more.

If any instalment of premium has remained unpaid for one (1) month, we may cancel this Policy. However, we will send you a notice confirming the action we intend to take and when any cancellation will become effective.

#### At renewal

If you have been paying your premium by instalment, we will continue to deduct instalments for your Renewal Policy on the same day of the month at the new premium level unless you tell us otherwise.

If any instalment of premium has remained unpaid for one (1) month, we will cancel this Policy. We will send you a reminder setting out our intention to take two (2) instalments on the next payment date. If payment is not received after this reminder, we will send you a notice telling you of the date the Policy will cease unless payment is received. We send a notice to confirm the Policy has been cancelled.

#### Adjustment of premium on renewal

If a claim occurs in the previous period of insurance and you do not notify us until after the premium for the current period of insurance was calculated, then you must pay any additional premium that would have been calculated had you told us about the claim on the day that the claim occurred. This condition does not affect any other rights that we have, including the rights that we have under 'Your duty of disclosure'.

#### If your payment details change

If the direct debit arrangements you use to pay by instalment changes, such as you are issued a new credit card or change your bank arrangements, you must tell us. You should do this at least seven (7) days in advance of your next payment date.

## Words with special meanings

Some key words and terms used in this Policy have a special meaning. If words and terms are only used in one (1) section of the Policy, we will describe their special meaning in that section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or term	Meaning
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.
Disability	an illness or injury that has been certified by a medical practitioner, and which prevents you from performing or engaging in an occupation.
Drugs	any illegal substance or non-prescribed drug which, when used, impairs the person's faculties, or a prescribed drug used contrary to medical or manufacturer's advice.
Financial institution	the financier with whom you have obtained the finance and is stated in your loan contract.
Financial services provider	the person who sold you this Policy.
Gainful occupation	any occupation for which you receive a financial reward.
Incident	an event, neither expected or intended from your standpoint, which results in a claim on this Policy.
Illness	means sickness, illness or disease which manifests itself during the period of insurance.
Injury	bodily injury that is unintentionally caused solely and directly by external and visible means as a result of an accident occurring during the period of insurance.
Insured	the person(s) named in the Policy Schedule as being covered by the Policy.
Involuntary unemployment	an inability to continue permanent gainful employment as a direct result of involuntary dismissal or retrenchment.

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Word or term	Meaning
Loan contract	the loan contract between you and your financial institution.
Medical consultation	any activity undertaken for the purpose of detection, treatment or management of a medical condition including but not limited to the application of prescribed drugs or therapy whether conventional or alternative.
Medical practitioner	a registered and qualified medical practitioner in Australia or in another country, as approved by us, who is not you or your business partner or another immediate family member.
Outstanding balance	the amount outstanding in relation to the loan contract at the date of the incident. This amount excludes any arrears in loan repayments.
Period of cover	the period that starts from the commencement date of the first policy issued to you by us in connection with the loan contract and continues for as long as you, without any gap, continuously renew that policy with us until your most current renewed Policy with us ends (other than because you did not renew).
Period of insurance	Means the period shown on the Policy Schedule unless ending earlier in accordance with section 'When the Policy ends'
Permanent gainful employment	you are working on a permanent and continuous basis for wages or income for a minimum of fifteen (15) hours every week and you are not in an employment of a seasonal or self employed basis.
Permanent resident of Australia	you are an Australian or New Zealand citizen or holder of an Australian permanent residency visa and not living outside of Australia for more than twelve (12) months at a time, unless you are a member of the Australian Defence Force posted overseas.
Policy	your insurance contract with us which consists of this PDS, the Policy Wording and the Policy Schedule.
Policy Schedule	the schedule of insurance, or any future renewal schedule, or endorsement schedule.

Word or term	Meaning
Pre-existing condition	is an injury, illness, condition or related symptom that you were aware of, or a reasonable person in your position should be aware of, or for which you had a medical consultation.
Sum insured	the amount that you have insured your loan repayments for as shown on the Policy Schedule. We will pay no more than this amount.
Trauma event	the diagnosis and certification of one of the following trauma events by a medical practitioner or specialist medical practitioner and agreed by us:
	<b>Cancer:</b> The presence of one (1) or more malignant tumours including leukaemia, lymphomas and Hodgkin's disease characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.
	The following cancers are not covered:
	<ul> <li>melanomas of less than 1.5mm maximum Breslow thickness and which are also less than Clark Level 3 depth of invasion as determined by histological examination;</li> <li>all hyperkeratoses or basal cell carcinomas of the skin;</li> <li>all squamous cell carcinomas of the skin unless there has been spread to other organs;</li> <li>low level prostatic cancers:</li> </ul>
	<ul> <li>which are histologically described as TNM Classification T1a or T1b or lesser classification;</li> <li>which are characterised by a Gleeson score less than 7, and</li> <li>where appropriate and necessary 'major interventionist treatment' has not been performed specifically to arrest the spread of malignancy. 'Major interventionist treatment' includes removal of the entire prostate, radiotherapy, chemotherapy, hormone therapy or any other similar interventionist treatment.</li> </ul>

Word or term	Meaning
	<ul> <li>chronic lymphocytic leukaemia less than Rai Stage 1;</li> <li>tumours showing the malignant changes of carcinoma in situ* (including cervical dysplasia CIN- 1, CIN-2, and CIN-3), or which are histologically described as pre-malignant or which are classified as FIGO Stage 0, or which have a TNM classification of Tis. 'FIGO' refers to the staging method of the International Federation of Gynaecology and Obstetrics</li> </ul>
	* Carcinoma in situ is covered in the following circumstances where the procedures are performed specifically to arrest the spread of malignancy and are considered the appropriate and necessary treatment:
	<ul> <li>carcinoma in situ of the breast if it results directly in the removal of the entire breast;</li> <li>carcinoma in situ of the testicle if results directly in the removal of the testicle;</li> <li>carcinoma in situ of the prostate if results directly in the removal of the prostate or where characterised by a Gleeson score of 7 or greater.</li> </ul>
	<b>Chronic kidney failure:</b> End stage renal disease which requires permanent dialysis or renal transplantation.
	Coronary artery by-pass surgery: The undergoing of coronary artery by-pass surgery that is considered necessary to treat coronary artery disease causing inadequate myocardial blood supply. Surgery does not include angioplasty, intra-arterial procedures or non-surgical techniques.
	<b>Heart attack:</b> Death of a portion of heart muscle arising from inadequate blood supply to the relevant area. The basis for diagnosis shall be supported by the following clinical features being present and consistent with myocardial infarction (and not due to medical intervention):
	<ul> <li>new electrocardiographic (ECG) changes; and</li> <li>diagnostic elevation of cardiac enzyme or Troponin I greater than 2.0µg/L or Troponin T greater than 0.6µg/L.</li> </ul>

Word or term	Meaning
	If the above is inconclusive, then we will consider a claim based on conclusive evidence that a life insured has been diagnosed as having suffered a myocardial infarction, resulting in either one (1) of the following:
	<ul> <li>new pathological Q waves; or</li> <li>a permanent left ventricular ejection fraction of 50% or less, measured three (3) or more months after the event.</li> </ul>
	<b>Major organ transplant:</b> The medically necessary human to human organ transplant from a donor of one or more of the following complete organs:
	<ul> <li>kidney;</li> <li>heart;</li> <li>lung;</li> <li>liver;</li> <li>pancreas;</li> <li>small bowel; or</li> <li>the transplant of bone marrow.</li> </ul>
	<b>Stroke:</b> A cerebrovascular accident or event producing a neurological deficit lasting more than twenty four (24) hours.
	There must be clear evidence:
	<ul> <li>of the onset of objective neurological deficit;</li> <li>on a CT, MRI or similar scan that a stroke has occurred; and</li> <li>of infarction of brain tissue, intracranial or subarachnoid haemorrhage or embolisation from an extracranial source.</li> </ul>
	Transient ischaemic attacks, cerebral events due to reversible neurological deficits, migraine, hypoxia or trauma, and vascular disease affecting the eye, optic nerve or vestibular functions are excluded.
Usual occupation	the main occupation you are engaged in that is suitable to your experience, training and/or education for which you receive a financial reward.
We, our, us	QBE Insurance (Australia) Limited (QBE), ABN 78 003 191 035, AFSL 239545 of 2 Park Street, Sydney NSW 2000 – insurer of disability and involuntary unemployment covers.

Word or term	Meaning
	QBE Life (Australia) Limited ABN 83 089 981 073 AFSL 245492 of 2 Park Street, Sydney NSW 2000 – insurer of life and trauma covers.
	Where Trauma cover is selected and Life cover is not QBE Insurance (Australia) Limited is the underwriter of the Trauma cover.
	Each insurer only accepts liability in respect to the insurance cover of which they are the insurer.
You, your	the person(s) named in the Policy Schedule as the insured.

## **Types of cover**

Section 1. Life cover

Section 2. Disability cover

Section 3. Trauma cover

Section 4. Involuntary unemployment cover

## Section 1: Life cover

This cover only applies in the event of your death during the period of insurance.

#### Benefit payable

If you die during the period of insurance, we will pay your financial institution the current insured loan contract amount stated in the Policy Schedule to a maximum of \$500,000.

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 that:

- you have applied for death cover, and
- you meet the eligibility criteria, and
- your death occurs within one hundred and twenty (120) days after your financial institution approves your loan.

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

#### **Optional level cover**

This cover applies if you have selected Level cover and it appears on your current Policy Schedule.

If you die during the period of insurance we will pay current insured loan contract amount, as shown on the Policy Schedule. Should this amount exceed your mortgage account balance at the time of your death, the difference will be paid to your estate. The maximum amount that we will pay under this part is \$500,000.

#### Joint cover

If the loan contract is in joint names, only one (1) death claim will be paid regardless of whether one (1) or both of you claim at the same time.

## Section 2: Disability cover

This cover applies in the event that you are unable to perform:

- your usual occupation for up to six (6) months; and
- any gainful occupation after the first six (6) months of any claim;

due to an Illness or Injury that has been certified by a medical practitioner.

There is no cover for the first twenty eight (28) consecutive days of any disability.

#### Benefit payable

We will only pay a benefit under this cover for an incident that occurs during the period of insurance.

We will pay to your financial institution for each day of disability 1/30th of either:

- the minimum monthly repayment required shown on the loan contract when it was first entered into; or
- (b) the minimum monthly repayment amount required under the loan contract on the date your disability first occurred;

whichever is the lesser.

The maximum amount that we will pay under this benefit is \$3,000 per month (up to a maximum amount equivalent to thirty six (36) monthly repayments) whilst you remain disabled.

If the minimum monthly repayments required have increased for a reason other than default, the benefit payable under (a) may be increased by up to 10%. This will not apply to the monthly benefit payable under (b).

No benefit will be paid if you cannot provide us with evidence from a medical practitioner for the illness or injury you have sustained and that you are following the advice of the medical practitioner for your rehabilitation.

#### Joint cover

If you have 'joint cover' the maximum that we will pay is the amount stated under 'Benefit payable' for disability cover, regardless of whether one or both of you claim at the same time.

#### **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.

## Section 3: Trauma cover

This cover must be selected in conjunction with disability cover.

This cover applies in the event of the positive diagnosis and certification of one of the following trauma events occurring after ninety (90) days from the commencement date:

- heart attack
- coronary artery surgery
- stroke
- major organ transplant
- chronic kidney failure
- cancer

We will only cover these diseases and disabilities if they satisfy the conditions specified in the definition of trauma event under 'Words with special meaning'.

We require the diagnosis and certification of a trauma condition:

- · by a medical practitioner or specialist medical practitioner; and
- agreed to by our medical adviser.

A minimum trauma cover of \$10,000 automatically applies when you select this cover.

You may elect to increase the cover provided, in multiples of \$5,000 up to a maximum of \$50,000. However, if you have joint cover the maximum combined cover you may select cannot exceed \$100,000.

#### Benefit payable

If you experience a positive diagnosis of a disease or disability included in the trauma cover part of this Policy, we will pay you the level of trauma cover that you have selected as shown on the Policy Schedule.

You may only have one (1) trauma claim during the period of insurance.

#### Joint cover

If you have joint cover the maximum that we will pay is the amount stated under 'Benefit payable' for trauma cover, regardless of whether one (1) or both of you claim at the same time.

## Section 4: Involuntary unemployment cover

This cover must be selected in conjunction with disability cover.

This cover applies in the event that you are unable to continue your permanent gainful employment as a direct result of your involuntary dismissal or retrenchment.

If you have made a claim for involuntary unemployment, you must resume permanent gainful employment for at least another thirty (30) consecutive days before another claim can be made.

There is no cover for involuntary unemployment occurring within twenty eight (28) days from commencement.

There is no cover for the first twenty eight (28) consecutive days of any involuntary unemployment.

#### **Benefit payable**

We will only pay a benefit under this cover for an incident that occurs during the period of insurance.

We will pay to your financial institution for each day of involuntary unemployment 1/30th of either:

- the minimum monthly repayment required shown on the loan contract when it was first entered into; or
- (b) the minimum monthly repayment amount required under the loan contract on the date your involuntary unemployment first occurred;

whichever is the lesser.

We will only pay up to a maximum of three (3) months involuntary unemployment cover during any consecutive twelve (12) month period. The maximum amount we will pay for all involuntary unemployment claims made is \$10,000 during the first five (5) years of the period of cover from the commencement date and \$10,000 in any subsequent, unbroken period of five (5) years thereafter.

For a benefit to be paid, you must:

- be already registered as unemployed with Centrelink, or the Department of Social Services or such other department as may be required by the government;
- be able to provide evidence of your involuntary dismissal or retrenchment; and
- be actively seeking employment.

If the minimum monthly repayments required have increased for a reason other than default, the benefit payable under (a) may be increased by up to 10%. This will not apply to the monthly benefit payable under (b).

#### Joint cover

If you have 'Joint cover' the maximum that we will pay is the amount stated under 'Benefit payable for involuntary unemployment cover', regardless of whether one or both of you claim at the same time.

## **Suspended cover**

The suspended cover is an extra benefit of this Policy.

#### Conditions of suspended cover

If at the time your loan contract is repaid or is discharged, you are actively engaged in seeking property on which you intended to arrange a replacement loan contract, we will consider your Policy as being suspended only, until the earliest of:

- 1. the date you advise us the cover is no longer required, or
- 2. the date we refuse to cover your replacement loan contract, or
- 3. the commencement date of the replacement policy, or
- 4. ninety (90) days from the date of repayment or discharge of the loan contract.

In the event you replace a Policy suspended in accordance with this extra benefit:

- 1. we will provide you with cover for death, trauma and disability as a result of pre-existing conditions which were first manifested during the period of cover of the Policy which was suspended, and
- we will recommence payment of covers for any claim which was stopped under 'Section 2 Disability cover' or 'Section 4 Involuntary unemployment cover' solely as a result of automatic cessation of cover following the discharge or repayment of the loan contract.

#### What we will not pay for

This suspended cover is subject to the following limitations with regard to payment of claims under disability and involuntary unemployment cover:

- 1. No benefit will be payable, or backdating of benefits allowed, during the period the cover is suspended.
- 2. Cover for benefits will only be paid from the commencement date of the replacement policy.
- 3. No cover will be provided unless the period of disability or involuntary unemployment is continuous and unbroken from the date the claim was made, prior to the automatic cancellation of this replaced Policy, up to and after the commencement date of the replacement policy.
- The maximum amount we will pay under both policies will not exceed the amount payable under the cover and up to the limits provided under the policy which is replaced.

## **General conditions**

These general conditions apply to all sections of this Policy. There may be additional conditions set out under the claims section of this booklet.

#### 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.

#### **Cancelling your Policy**

#### How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

#### How we may cancel your Policy

- We may cancel this Policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date) by informing you in writing
- We will give you notice in person or send it to your address (including an electronic address) last known to us.

Where you have paid your premium in advance of the date you wish to cancel from, we will refund to you the proportion of the premium for the remaining period of insurance. Unless directed otherwise by all insured, the refund will be made payable to all insured.

#### Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

#### Notices

Any notice we give you will be in writing, and it will be effective:

- If it is delivered to you personally; or
- It is delivered to you at your address (including an electronic address) last known to us.

It is important for you to tell us of any change of address as soon as possible.

#### **Taxation implications**

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

**General exclusions** 

Events that we will not cover are listed in the table below and are marked by a  $\mathbf{x}$ 

Event or circumstance	Life	Trauma	Disability	Involuntary unemployment
Death within thirty (30) days of a trauma occurring.		×		
More than one (1) claim during the period of insurance.	×	×		
A pre-existing medical condition (unless the Policy Schedule shows we have accepted cover for the pre-existing condition).	×	×	×	
The first twenty eight (28) consecutive days of any disability.			×	
The first twenty eight (28) consecutive days of any involuntary unemployment.				×
Involuntary unemployment occurring within twenty eight (28) days of the commencement date.				×

Event or circumstance	Life	Trauma	Disability	Involuntary unemployment
Any trauma condition which is diagnosed or its symptoms become apparent within ninety (90) days from the commencement date.		×		
Failure to seek medical attention and/or treatment and/or failure to follow medical advice.			×	
Unreasonable refusal to attend an independent examination by a medical practitioner requested and paid for by us.			×	
Childbirth, abortion or pregnancy (including conditions accelerated or induced as a result).			×	
Normal cessation of a contract, apprenticeship or seasonal employment.				×
Self employment or where you or your family's control exists over the employing company.				×

Event or circumstance	Life	Trauma	Disability	Involuntary unemployment
You were not engaged in paid employment on a regular basis for a period of at least fifteen (15) hours per week or if you were self-employed immediately before or on the date of commencement of the period of insurance.				×
You were not engaged in paid employment on a regular basis for a period of at least fifteen (15) hours per week for at least sixty (60) consecutive working days immediately before becoming involuntarily unemployed.				×
You became involuntarily unemployed and before you entered into your Policy you knew, or a reasonable person ought to have known, of any actual or proposed termination of employment or a decrease in work available to you.				×
Your unemployment is voluntary.				×
Disability and involuntary unemployment claim simultaneously.				×

Event or circumstance	Life	Trauma	Disability	Involuntary unemployment
Alcoholism, drug addiction or the influence of intoxicating liquor or drugs (except where your disability is a result of a drug administered by, or taken in accordance with, the advice of a medical practitioner or rehabilitation specialist).	×	×	×	×
An intentionally self-inflicted illness or injury whilst sane or insane (including suicide within thirteen (13) months following the commencement date of the Policy).	×	×	×	×
Engaging in a criminal act.	×	×	×	×
Taking part in lockouts, riots, civil commotion, strikes.			×	×
Engaging in professional racing of any kind except foot racing.			×	×
Flying or taking part in aerial activity except as a fare paying passenger in a motor propelled aircraft owned and / or operated by a recognised airline or licensed charter company.			×	×
If the policy does not remain in force during the whole period of the disability			×	

Event or circumstance	Life	Trauma	Disability	Involuntary unemployment
For claims arising out of depression, stress and/or an anxiety condition			×	
If you return to employment in any occupation for reward or profit			×	×
If your disability is a result of 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).			×	
If you are an apprentice and your period of apprenticeship ends				×
If you are dismissed for any form of wilful or other misconduct which resulted in your immediate dismissal				×

# Sanctions clause

You are 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**

#### What you must do

#### Notification of an incident

You must advise us as soon as possible of an incident which could lead to a claim on this Policy.

#### How to make a claim

When you, or your Estate, make a claim you must:

- contact us by phone as soon as practicable and be ready to provide details of the incident;
- return the completed claim form, that we provide you, promptly together with all letters, documents, medical certificates or other documentation and evidence that you have been asked to provide, otherwise we cannot process your claim;
- attend an independent examination by a medical practitioner if requested and paid for by us;
- provide written statements under oath if we require it;
- be interviewed about the circumstances of the claim, if we require this.

If a claim is not admissible under this Policy, you may be able to claim under a previous policy issued by us, which has been replaced by this Policy.

To notify us about a claim, to obtain a claim form or if you require assistance, you can call us on 1300 734 728.

#### You must assist us

Before we will pay anything under this Policy, you must have complied with all the requirements of this section and provided us with all information and assistance that we have requested.

#### What you must not do

#### False or misleading information

We may deny part or all of your claim if you are not truthful and frank in any statement you make in connection with a claim, or if the claim is fraudulent or false in any respect.

#### 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.

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 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.

# How claim administration and legal proceedings are undertaken

When a claim is admitted under this policy we have the right, at our discretion, to exercise all the legal rights of you relating to the incident and to do so in your name.

We will take full control of the administration, conduct or settlement of the claim.

#### **Continuity of cover (replacement policies)**

If this Policy replaces an existing Policy with us, as a result of you re-financing or varying your loan, and you are not covered under the terms of this replacement policy, then you may be able to claim under the terms and conditions of your previous policy. For this benefit to apply, the commencement date of this replacement policy must be within ninety (90) day of the cancellation date of the previous policy.

If your claim would have been payable under the previous policy, then this replacement Policy will respond to your claim at the levels and limits that were applicable under the previous policy. Where such a claim is for disability, life or trauma then the amount payable will be the lesser of the amount payable under the previous policy and this replacement Policy.

Where a claim would have been payable under the terms and conditions of your previous policy with us, however your claim occurs after the original expiry date of the period of insurance of the previous policy, then no claim will be payable under this replacement policy.

#### When the Policy ends

The Policy ends, and we stop paying benefits on the earliest of any of the following:

- the expiry date shown on the Policy Schedule;
- the first renewal after your 65th birthday;
- the date the loan is discharged, re-financed, varied, foreclosed or terminated, unless we have agreed to continue cover in writing and you have agreed to pay any additional premium required by us;

- the date we receive a written request from you to terminate the insurance;
- the date given when we provide you with written notice to terminate the insurance in accordance with relevant legislation;
- the date you are no longer a permanent resident of Australia (unless otherwise agreed in writing by us);
- the date of your death.

## For all enquiries please contact your financial institution

#### **QBE Insurance (Australia) Limited**

2 Park Street Sydney NSW 2000 Australia www.qbe.com.au

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035, AFSL 239545 of 2 Park Street, Sydney NSW 2000 Australia, insurer of disability and involuntary unemployment covers and QBE Life (Australia) Limited ABN 83 089 981 073, AFSL 245492 of 2 Park Street, Sydney NSW 2000 Australia, insurer of life and trauma covers.

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