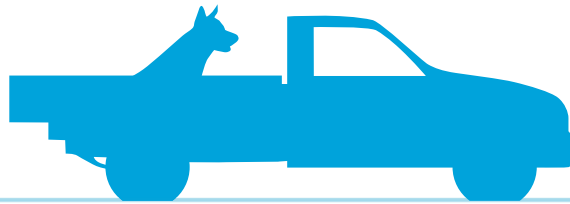


Personal Accident and Illness

Product Disclosure Statement & Insurance Policy

BLUE DOG



Insurance for the tradie... and his dog

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Personal Accident and Illness

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Introduction

Thank you for choosing Calliden for your Personal Accident and Illness Insurance.

This booklet is divided into two parts - the first part contains the Product Disclosure Statement and the second part contains the Policy Wording. It is important that you read this booklet carefully.

Product Disclosure Statement

Introduction

This document is a Product Disclosure Statement (PDS) for our Personal Accident and Illness Insurance Policy and is also the Personal Accident and Illness Insurance Policy Wording.

This PDS is dated 01 January 2010 (ref: CLBDG PAI 0110) and is issued by:

Calliden Insurance Limited
Level 7, 100 Arthur Street
North Sydney, NSW 2060

Phone: 02 9551 1111
Fax: 02 9551 1155

The PDS has been prepared to assist you in understanding the key features of the insurance Policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance Policy including its benefits, risks and information about how the insurance premium will be calculated. You should read it carefully. You should also read the Policy Wording for full details of the terms, conditions and limitations of the insurance cover.

About Blue Dog Insurance

ARGIS Limited t/as Blue Dog Insurance (ABN 85 063 244 995, AR 342981) (Blue Dog Insurance) arranges policies for and on behalf of Calliden.

Blue Dog Insurance acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of this Policy Blue Dog Insurance acts as an agent for the insurer and not for you.

If you have any queries in relation to your Policy, you can contact Blue Dog Insurance in any of the following ways:

Address: Level 1, 467 Kiewa St, Albury NSW 2640
Ph: 02 6051 2611
Fax: 02 6051 2630

About the Insurer

Calliden Insurance Limited (Calliden) ABN 47 004 125 268, is a public company incorporated in Australia. It is authorised under the Australian Insurance Act 1973 (Cth) to conduct insurance business in Australia. That Act establishes a system of financial supervision of general insurers in Australia. As an authorised insurer, Calliden is regulated by the Australian Prudential Regulation Authority. Calliden is also regulated under the Corporations Act 2001 and is the holder of an Australian Financial Services Licence (AFS Licence No 234438) issued pursuant to that Act. As a holder of an AFS Licence, Calliden is regulated by the Australian Securities and Investments Commission (ASIC). Calliden specialises in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia.

How to Contact Us

You may contact Calliden in any of the following ways:

- By telephone on 02 9551 1111
- By writing to us at Calliden Insurance Limited, PO Box 348, Milsons Point NSW 1565
- By fax on 02 9551 1155
- By email through our website www.calliden.com.au

Product Disclosure Statement (cont'd)

General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Significant Features and Benefits

This Policy offers you a choice of two types of cover.

Cover Provided	Description of Cover Provided
Capital Benefits	In the event of accidental death and other listed conditions, we will pay you a lump sum (called a Capital Benefit) calculated in accordance with the Policy and the limits set out in the Schedule.
Weekly Benefits	In the event that you suffer an injury or illness that prevents you from working in your occupation we will pay you a weekly benefit calculated in accordance with the Policy and the limits set out in the Schedule.

You can also choose the level of cover you require.

Not Everything is Covered

Not everything is covered by the Policy - there are limitations. It is important that you read the Policy carefully to understand the extent of cover and its limitations. For example:

We will not pay a capital benefit:

- for illness;
- if you have a payable condition but you are over the age of 65;
- your injury does not result in a permanent condition within 12 months of the injury.

We will not pay weekly benefits for any illness directly or indirectly caused by:

- certain medical conditions including HIV, AIDS, any sexually transmitted disease and, in some circumstances, hernias;
- childbirth, pregnancy or miscarriage;
- a pre-existing illness which you knew about or ought reasonably have known about; or
- an illness which occurs in the first 28 days of the commencement of your Policy.

We will not pay weekly benefits directly or indirectly caused by:

- certain medical conditions including HIV, AIDS, any sexually transmitted disease and, in some circumstances, hernias;
- engaging in certain physical activities, including winter sports, rock climbing, underwater activities, ball sports, fighting sports, animal rides, hang gliding, professional sports and participating in a race;
- drink driving;
- your use of alcohol or drugs; or
- intentional self-injury or suicide.

Even in instances where this Policy will provide the cover you require, the cover may not be adequate for you because:

- the level of benefits which you have selected are less than what you actually require;
- your claim is made outside the period of insurance;
- the application of an excess means that the benefit you receive is less than you expect;

Product Disclosure Statement (cont'd)

- we only provide benefits for an injury 12 months after you suffer a permanent condition because of an injury;
- we will only pay for one injury or illness at any one time; and
- we take into account your employment entitlements, such as sick leave, when calculating your benefits under the Policy.

If you do not comply with the Policy terms and conditions, for example, your duty of disclosure, we can refuse to pay part or all of a claim.

Conditions

You must meet certain conditions for your insurance cover to apply. For example, you must pay the premium. You should make yourself aware of all the conditions that apply by reading the Policy Wording.

Restrictions of Cover

Cover in both sections of the Policy is subject to certain restrictions. For example, we will stop paying weekly benefits when you become entitled to a capital benefit. You should make yourself aware of all the restrictions by reading the Policy Wording.

Excesses

You are not required to pay an amount in the event of a claim. However, you may be prevented from making a claim for a period of time after taking out this Policy. This is called an excess. The standard excess applicable to claims under Section 2, Weekly Benefits, is 7 days. You may choose to increase this standard excess and if you have chosen to do this, it will be shown on your Policy Schedule.

We may at our discretion increase the standard excess listed above based on our overall assessment of the risk and your claims or loss history. If we increase the standard excess, this will be shown on your schedule.

Cost of Your Policy

The amount that we charge you for this insurance when you first acquire your Policy and when you renew your policy is called the premium. The premium is the total that we calculate when considering all of the factors which make up the risk, such as:

- your occupation and duties;
- your recreational activities;

- your age;
- the condition of your health;
- the level of cover you select;
- the level of benefits you select to purchase; and,
- details of prior claims, uninsured losses and/or incapacity.

The total cost of your policy is shown on your Policy Schedule and is made up of your premium plus government taxes such as, GST, stamp duty and fire service fees.

What happens if you do not pay the cost of your policy by the due date?

We will have the right to cancel your Policy if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date. Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of your insurance Policy include:

Costs or Fees	Details
Cancellation Fee	<p>You may cancel your Policy at any time. If you choose to cancel your Policy we will retain a portion of premium which relates to the period for which you have been insured. We will refund the residue for the unexpired period, less any non-refundable government taxes or charges, provided that:</p> <ul style="list-style-type: none">• no event has occurred where liability arises under the Policy; and• you pay the applicable cancellation fee. <p>For details of your cancellation fee please refer to your Financial Services Guide (FSG), Statement of Advice (SOA) or contact your broker or insurance intermediary directly.</p>
Monthly Instalment Fee	<p>If you choose to pay your premium in monthly instalments you may incur a monthly instalment fee. For details of your monthly instalment fee please refer to your FSG, SOA or contact your broker or insurance intermediary directly.</p>

Product Disclosure Statement (cont'd)

Costs Or Fees	Details
Administration Fee	Your broker or insurance intermediary may charge an administration fee for issuing your policy documentation. For details of your administration fee please refer to your FSG, SOA or contact your broker or insurance intermediary directly.
Commissions	Your broker or insurance intermediary may receive a commission payment from us when your Policy is issued and renewed. For details of the relevant commission paid, please refer to your FSG, SOA or contact your broker or insurance intermediary directly.

GST

If you are entitled to an input tax credit for the premium, you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

Cooling Off Period

There is a 21 day cooling off period. If you are not completely satisfied with your Policy you can cancel it by contacting us in writing within 21 days of the date of issue of your Policy. We will refund your premium less any non refundable government charges and taxes that we have paid. You do not have a right to cancel your Policy if you make a claim for any incident within the 21 day period. For cancellation rights after the 21 day period, please read General Conditions, Cancellation of the Policy.

Duty of Disclosure

Whether you are entering into a policy for the first time or are proposing to renew, vary, extend or reinstate a policy you have a duty of disclosure.

Your duty of disclosure for new policies

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

Your duty of disclosure for renewals

If you have already entered into a policy and you are proposing to renew, vary, extend or reinstate the policy your duty of disclosure changes. You have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

Who needs to tell us?

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

What you are not required to disclose

Your duty does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, and
- we have indicated we do not want to know.

If you do not tell us

If you do not answer our questions in this way or disclose everything you know, 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 this policy as never having been in force.

Dispute Resolution Process

How you can resolve a complaint you have with us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim;

Product Disclosure Statement (cont'd)

- our handling of your claim;
- the service of our representatives, assessors, loss adjusters or investigators; and
- your insurance Policy.

Contact us

- If you have a complaint regarding your claim, please contact your claims consultant.
- If you have a complaint regarding your insurance Policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away.
- You can write to us at:
 - Fax: 02 9551 1155
 - Address: PO Box 348, Milsons Point NSW 1565

How we resolve complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.
- We will handle all complaints without cost to you.
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

If your complaint is still unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit www.fos.org.au

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

Privacy

Calliden respects your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the Policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your Policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share your information with third parties including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at www.calliden.com.au
- by phone 02 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565.

Personal Accident and Illness Policy

Introduction

This is **your** Personal Accident and Illness **Policy** Wording. Please read it carefully to ensure that it meets **your** needs. If **you** have any queries, please contact Calliden or **your** insurance adviser.

Your Policy is a contract of insurance between **you** and Calliden Limited. **Your Policy** is made up of:

- This **Policy** Wording;
- The most current **Schedule** issued by **us**;
- Any endorsements; and
- Any other change advised by **us** in writing.

Please keep **your Policy** documents in a safe place.

This Policy Wording contains two sections:

- **Section 1:** Capital Benefits
- **Section 2:** Weekly Benefits

Definitions

Application means the form completed by **you** and any other information given to **us** either in writing or verbally when applying for this **Policy**.

Benefit means any benefit to which **you** are entitled under this **Policy**.

Benefit Period means the maximum number of weeks (shown in **your Schedule** as the "benefit period") **we** will pay weekly benefits following **Injury** or **Illness**.

Capital Benefit means the amount stated in **your Schedule** as the "Capital Benefit".

Earnings means:

- a) if **you** are self-employed or a working director, **your** gross weekly income from **your** personal exertion:
 - after allowing for costs and expenses incurred in deriving that income;
 - averaged over the twelve months prior to **Injury** or **Illness** or any shorter period that **you** have been engaged in **your Occupation**.
- b) if **you** are an employee, **your** gross weekly base rate of pay:
 - exclusive of overtime payments, bonuses, commission or allowances;

- averaged over the twelve (12) months prior to **Injury** or **Illness** or over any shorter period that **you** have been continuously employed.

In the event of a claim, **you** may be required to substantiate **your Earnings**.

Electronic Data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Excess means the waiting period specified in the **Schedule** plus any period of time before seeking medical advice for an **Illness** or **Injury**.

Illness means any sickness or disease for which **you** first seek medical advice while the **Policy** is in force.

Injury means bodily injury (including death) resulting from an accident:

- which is not an **Illness**; and
- which occurs while this **Policy** is in force; and
- includes any condition resulting from exposure to the elements as a result of bodily injury.

Occupation means **your** usual occupation, business, trade or profession shown in the **Schedule**.

Paraplegia means total paralysis of both legs and a part or the whole of the lower half of the body.

Partial Disablement means that as a result of **Injury** or **Illness**, **you** are prevented from working in **your** usual **Occupation** for more than 50% of **your** normal base hours.

Permanent means continuing for twelve (12) months and which thereafter will, in all probability, continue for the remainder of **your** life.

Physical Severance means it occurs to a hand or foot at or above the wrist or ankle, to an arm or leg at or above the elbow or knee.

Total Disablement means that as a result of **Injury** and **Illness**, **you** are prevented entirely from working in **your** usual **Occupation**.

Weekly Benefit means the amount shown in **your Schedule** as the "weekly benefit".

Personal Accident and Illness Policy (cont'd)

Policy means this Policy Wording, the **Schedule** and the **Application**.

Premium means the amount that **we** charge **you** for the **Policy**, including any statutory charges such as GST and Stamp Duty.

Quadriplegia means total paralysis of both legs and both arms.

Schedule means the document **we** give **you** which sets out the details of **your** insurance cover, and any special provisions, limits or endorsements. **You** will receive a schedule when **you** first take out **your** insurance cover and again when the **Policy** is renewed or changed.

You/your means the person whose name is set out in the **Schedule** as the insured.

We/our/us means Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL No. 234438).

Weekly Benefit means the amount shown in the **Schedule** as the "Weekly Benefit" or 80% of **your** lost **Earnings**, whichever is the lesser.

Section 1 - Capital Benefits

If **you** have selected this cover, it will be shown on **your** **Schedule**.

What is Covered

If **Injury** results in any of the conditions listed in the "Capital Benefit Schedule" within twelve (12) months of the **Injury**, **we** will pay the Benefit Percentage of the **Capital Benefit** as shown in the "Capital Benefit Schedule".

We will assess whether a condition is **Permanent** at the end of the twelve (12) month period from the date of the **Injury** on the medical evidence then available.

At **our** discretion only, **we** may determine that a condition is **Permanent** within 12 months of the date of the **Injury**.

What is Not Covered

We do not provide cover under this section of the **Policy**:

- for claims arising directly or indirectly from **Illness**;
- for any claim for a payable condition which first occurs to **you** after **your** 65th birthday;
- if **you** have sought medical treatment or advice for a condition the subject of a claim under this section of the **Policy**, from a doctor, physiotherapist, psychiatrist, psychologist, chiropractor or naturopath before this insurance commenced, unless **we** have agreed to cover the condition and it is shown in **your** **Schedule**.

Restrictions on What We Cover

- **We** will not pay any **Capital Benefit** for more than one condition at any one time;
- The **Benefit** payable in the case of death will be reduced by any **Capital Benefit** already paid for the **Injury** causing death;
- **You** can only claim one **Capital Benefit** for any one condition;
- If:
 - **you** disappear when **your** means of transportation disappears, sinks or is wrecked; and
 - **your** body has not been found within one year;

we will presume that the **you** have died as a result of **Injury** and will pay the death **Benefit** accordingly.

If **you** are later found to be alive, then **you** must repay the amount **we** have paid.

- If **you** become entitled to and elect to receive a **Capital Benefit** while **you** are receiving **Weekly Benefits**, **we** will reduce the **Capital Benefit** by the total amount of **Weekly Benefits** **you** have received before becoming entitled to a **Capital Benefit**.

Section 1 - Capital Benefits (cont'd)

Capital Benefit Schedule

	The Condition	Benefit Percentage
1	Death	100%
2	Total and permanent disablement for more than 6 continuous months which results in you being unable to engage in any form of paid employment for which you are reasonably qualified by education, training or experience	100%
3	Permanent Quadriplegia	100%
4	Permanent Paraplegia	100%
5	Permanent and incurable paralysis of all limbs	100%
6	Permanent total loss of hearing or speech	100%
7	Irrecoverable total loss of sight in both eyes	100%
8	Irrecoverable total loss of sight of one eye	90%
9	Irrecoverable total loss of the lens in both eyes	80%
10	Irrecoverable total loss of the lens in one eye	60%
11	Permanent total loss of hearing in one ear	50%
12	Permanent disfigurement from burns to 100% of the surface of the head and neck	50%
13	Permanent disfigurement from burns to 100% of the surface of the remainder of the body	25%
	Permanent Physical Severance or Permanent Total Loss of Use of the Following:	
14	Both hands	100%
15	Both arms	100%
16	Both feet	100%
17	Both legs	100%
18	One hand and one foot	100%
19	One foot or one leg and one hand or one arm	100%
20	Four fingers and thumb of either hand	80%
21	One thumb or part of a thumb	30%
22	Any finger or part of any finger other than a thumb	15%
23	One foot or the lower part of one leg below the knee	80%
24	All toes on one foot	30%
25	One toe or part of a toe	10%

Section 2 - Weekly Benefits

If **you** have selected this cover, it will be shown on **your Schedule**.

What is Covered

We will pay **you** a **Weekly Benefit** after the expiry of any **Excess** period and for the **Benefit Period**, if because of **Injury** or **Illness**, **you** are prevented from working in **your Occupation** within twelve (12) months of an **Injury** or **Illness**.

Payment of Weekly Benefits

We will pay **you** a weekly benefit following an **Injury** or **Illness** as follows:

- for **Total Disablement** caused by **Injury** or **Illness**, **we** will pay the **Weekly Benefit** shown in the **Schedule** as “weekly benefit for temporary total disablement”;
- for **Partial Disablement** caused by **Injury** or **Illness**, **we** will pay the **Weekly Benefit** shown in the **Schedule** as “weekly benefit for temporary partial disablement”;
- for both **Total** and **Partial Disablement** caused by **Injury** or **Illness**, **we** will pay **Weekly Benefits** for the **Benefit Period** only.

What is Not Covered

We will not pay any **Weekly Benefits**:

- for any **Illness** which occurs in the first 28 days of the commencement of **your Policy**;
- during the period the **Excess** applies;
- if **you** have sought medical treatment or advice for a condition which is the subject of a claim under this section of the **Policy**, from a doctor, physiotherapist, psychiatrist, psychologist, chiropractor or naturopath before this insurance commenced, unless **we** have agreed to cover the condition and it is shown in **your Schedule**;
- if while **you** are receiving **Weekly Benefits**, **you** commence any new occupation regardless of whether such occupation is on a casual, temporary, part-time or permanent basis, unless **we** have expressly confirmed to **you** that **you** may commence work in such an occupation;
- if **you** suffer an **Injury** or **Illness** or recurrence of an **Injury** or **Illness** after this insurance has expired;
- if **you** are on maternity or unpaid leave;

- if **you** are outside Australia;
- for more than one **Injury** or **Illness** at any one time;
- for any period after **your** 65th birthday unless expressly stated in the **Schedule**;
- for any period that **you** are entitled to be paid sick leave if the amount of **your** sick leave entitlements are equivalent to **your Earnings**.

Restrictions on What We Cover

- **We** will only pay **Weekly Benefits** for **Earnings** that **you** have actually lost;

We will reduce our payment for any **Weekly Benefit** by any other weekly benefits **you** are entitled to receive for, or under:

- sick leave;
- any statutory workers compensation or transport accident scheme;
- any Economic Bargaining Agreement or similar agreement or arrangement;
- all other Worker’s Compensation legislation carve-out, top up or similar arrangements unless specifically agreed;
- any income **you** receive from employment of any sort;

to ensure that the amount **we** pay **you** does not exceed 85% of **your Earnings**. In some cases, this may mean that **we** will reduce our payment of any **Weekly Benefit** to nil;

- **We** will stop paying **Weekly Benefits** for **Injury** when the **Insured Person** becomes entitled to and elects to receive a **Capital Benefit**;
- If **you** are receiving **Weekly Benefits** following an **Injury** and elect to continue to receive **Weekly Benefits** even though **you** are entitled to a **Capital Benefit**, then **we** will only pay the aggregate **Weekly Benefits** up to the amount of the specified **Capital Benefit** that could have been paid;
- Where **you** suffer recurrence of an **Injury** or **Illness**:
 - for which **you** have claimed **Weekly Benefits** under this or any other policy issued by **us**; and
 - **you** first seek medical assistance for that recurrence while this **Policy** is in force; and
 - there has been a period of less than six (6) months between **your** return to work in **your Occupation** and the recurrence;

it will be treated as a continuation of the original claim.

Section 2 - Weekly Benefits (cont'd)

Additional Benefits

1. Modification Expenses

If **you** are:

- insured for both **Capital Benefits** and **Weekly Benefits**; and,
- entitled to 100% of the **Capital Benefit**;

we will pay up to an additional \$10,000 for costs necessarily incurred to modify **your** home and/or motor vehicle, or to relocate to a suitable home provided that the modifications and/or relocation are prescribed by a legally qualified medical practitioner.

2. Funeral Expenses

We will pay up to an additional \$5,000 for funeral expenses in the event of **your** death where the death is covered by this **Policy**.

General Conditions

Alteration of Risk

You must immediately notify **us** in writing of any changes **you** know of which materially alter any of the facts or circumstances that existed at the commencement of **your Policy**.

Examples of some of these circumstances are when:

- a) **Your Occupation** has changed;
- b) **Your** income has decreased; or
- c) **You** undertake a new recreational activity for which **you** need to be insured.

Cancellation of the Policy

You can cancel this **Policy** at any time by notifying **us** in writing.

We have the right to cancel this **Policy** if:

- **you** make a misleading statement to **us** when **you** apply for **your** insurance;
- **you** fail to tell **us** anything **you** should tell **us** when **you** apply for this **Policy**, renew this **Policy** or when **you** change or reinstate this **Policy**;
- **you** fail to comply with a provision of this **Policy**;
- **you** fail to pay the **Premium** for this insurance;
- **you** have made a fraudulent claim under this **Policy** or under some other contract of insurance (whether

with **us** or some other insurer) that provides insurance cover during any part of the period of the **Policy**.

If **we** cancel this **Policy**, **we** will advise **you** in writing. If **your Policy** is cancelled, for any period during which the **Policy** has been in force, **we** are entitled to keep a pro rata proportion of the **Premium**. If **you** have requested the cancellation, **we** may also charge or deduct a cancellation fee from any refund.

Provisions and Definitions

Where a specific provision is in conflict with a general provision or definition the specific provision or definition will apply.

The Law that Applies to this Policy

Any disputes arising from this **Policy** will be determined by the Courts, and in accordance with the laws, of the State or Territory where this **Policy** is issued.

How We Will Communicate

All communications **you** are required to give or make under the **Policy** must be sent in writing to **us**.

All communications **we** are required to give or make under the **Policy** will be sent in writing to **you** at the address specified in the **Schedule** or as notified by **you** from time to time.

General Conditions (cont'd)

All communications sent by post to **you** or **your** appointed agent will be deemed to have been received by **you** on the third day following the day of posting.

Other Insurance

You must advise **us** in writing of any insurance already effected or which may subsequently be effected providing, whether in total or in part, insurance provided under the **Policy**.

Paying Your Premium

Paying your annual premium

If **you** pay an annual premium and **you** have not paid **your** premium by the due date or **your** payment is dishonoured, this **Policy** will not operate and **you** will not be covered.

Paying by instalments

If **you** are paying the whole or part of the **Premium** by instalments, and one instalment of **Premium** remains unpaid for at least 14 days, **we** may refuse to pay a claim altogether.

If one instalment of **Premium** is unpaid for at least one month, **we** may cancel the **Policy**.

If a claim under the **Policy** requires a **Weekly Benefit** or **Capital Benefit** to be paid, then the balance of the **Premium** will be deducted from the amount of the claim paid.

Interpretation

The singular includes the plural and vice versa, unless the context otherwise requires. A reference to a person includes a body corporate, an unincorporated body or other entity. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

Severability

A provision of the **Policy** that is illegal or unenforceable may be severed from this **Policy** and the remaining provisions of this **Policy**, or parts thereof, continue in force.

Claim Payments

In the event of **your** death, **we** will make the claim payment to **your** estate or personal legal representatives. For all other **Benefits**, **we** will make the claim payment to **you**.

General Exclusions Applying to All Sections

- **We** will not pay for any **Injury** or **Illness** directly or indirectly caused or contributed to by, or in consequence of:
 - hernia however caused, except where **you** are insured for both **Illness** and **Injury**;
 - Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease;
 - self inflicted **Injury** or suicide or attempted suicide;
 - childbirth, pregnancy or miscarriage;
 - elective cosmetic surgery and recovery following any such surgery;
 - a pre-existing **Illness** which **you** knew about or ought reasonably have known about.
- **We** will not pay if **you**, or anyone acting on **your** behalf or with **your** knowledge or connivance, should make a claim knowing or reasonably suspecting the same to be false or fraudulent. Making a fraudulent claim is a criminal offence. **We** may report to the police any person who lodges a fraudulent claim.
- **We** will not pay for **Weekly Benefits** only, any loss greater than 80% of **your Earnings**.
- **We** will not pay any claim for an **Injury** that was suffered before this insurance commenced.
- **We** will not pay for any **Injury** or **Illness** directly or indirectly caused or contributed to by, or in consequence of any:
 - riot in which **you** are participating;
 - criminal act or criminal activity;

General Exclusions Applying to All Sections (cont'd)

- war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;
- mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;
- nuclear reaction, nuclear radiation or radioactive contamination; or
- act of terrorism or any action taken in controlling, preventing or suppressing or in any way relating to any act of terrorism.

For the purposes of this clause 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;
 - involves damage to property;
 - endangers life other than that of the person committing the action;
 - 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.
- **We** will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of **you** engaging in or taking part in any of the following activities:
 - competitive winter sports;
 - winter sports outside Australia or New Zealand;
 - mountaineering, abseiling or rock-climbing;
 - underwater activities including scuba-diving;
- any form or type of ball sport but this expression does not include golf, racquet sports, water polo, volleyball, or lawn bowls;
 - any form or type of fighting sports including but not limited to kickboxing, boxing, martial arts, wrestling and the like;
 - any form or type of animal rides;
 - hang-gliding, parachuting or para-gliding;
 - professional sporting activities including training;
 - driving or riding or being a passenger in any kind of race;
 - driving or riding or being a passenger on a motor cycle except if the motor cycle is being used for pastoral or agricultural purposes and has an engine less than 250cc;
 - naval, army, air force or any type of military service or operation;
 - voluntary fire brigade activities or emergency services operations;
 - flying except as a fare-paying passenger on an airline with scheduled flights (but including Feeder Air Route in single-engined aircraft and helicopters where required).
- **We** will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of:
 - **you** abusing or having abused, or being under the influence of alcohol or drugs other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by **you**;
 - **you** driving a motor vehicle whilst having a percentage of alcohol in **your** breath or blood in excess of that permitted by law.
- **We** will not pay for any claim arising from or in connection with:
 - total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of **Electronic Data**;
 - error in creating, amending, entering, deleting or using **Electronic Data**;

General Exclusions Applying to All Sections (cont'd)

- total or partial inability or failure to receive, send, access or use **Electronic Data** for any time at all;
- asbestos or any materials containing asbestos in whatever form or quantity.

Claims Procedures

In the event of **Injury** or **Illness**, **you** must immediately:

- obtain and follow proper medical advice from a qualified medical practitioner;
- obtain a medical certificate from a qualified medical practitioner confirming the **Injury** or **Illness**.

In order to make a claim **you** must:

- contact **us** or **your** insurance intermediary as soon possible;
- complete and submit **our** claim form within 28 days or 28 days of being able to do so;
- provide **us** with all information **we** may reasonably require including a medical certificate.

After making **your** claim **you** must:

- provide details of any other insurance that covers or may cover the same **Injury** or **Illness**;
- provide at **your** own expense all medical evidence which **we** may reasonably require to assess the claim;
- undergo, at **our** expense, any medical examination which **we** reasonably require to assess the claim; and
- continue to be a resident of Australia.

In the case of death **we** are entitled to conduct a post mortem examination at **our** expense.

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