

TRANSIT ACCIDENT INSURANCE TERMS AND CONDITIONS FOR BANK OF QUEENSLAND BUSINESS VISA DEBIT CARDHOLDERS



Effective Date: 1st March 2016

IMPORTANT INFORMATION ABOUT THE INSURANCE

This is your **Bank of Queensland Business Card** Transit Accident Insurance provided at no additional cost to you. It applies if the entire payment for your **trip** was charged to a **Bank of Queensland Business Card** prior to the commencement of the **trip** and where the date of the accident is on or after the 29th February 2016. It covers you for any **injury** you sustain on your **trip**.

You may also need to keep detailed particulars and proof of any loss including sales receipts and a copy of the relevant **Bank of Queensland Business Card Account** statement(s) showing the purchase of any **trip**.

QBE - The issuer of this insurance cover

You should be aware that the issuer of this insurance cover is QBE Insurance (Australia) Limited ("QBE"), ABN 78 003 191 035 AFS Licence No. 239545. In this booklet QBE is referred to as "QBE", "we", "our" or "us".

Bank of Queensland Limited ABN 32 009 656 740 (BOQ) of 100 Skyring Terrace, Newstead QLD 4006 ('BOQ') is not the issuer of the covers and neither it nor any of its related companies guarantee or are liable to pay any of the benefits under this cover.

BOQ does not receive any commission or remuneration in relation to covers set out in this booklet.

These covers are available under a Master Policy issued by QBE to BOQ.

Group policies: About your right to make a claim

This is a group policy which BOQ has entered into with us for the period of the insurance. You may be eligible to claim under it as a third party beneficiary, provided you meet the eligibility criteria specified in the Policy at the time the loss occurred.

You can't cancel or vary the Policy - only BOQ as the contracting insured and we can do this. If the policy is cancelled or varied by us, we don't need to obtain your consent.

We also don't provide you with any notices in relation to this Policy. We only send notices to BOQ as it's the only entity we have contractual obligations to.

You're not obliged to accept any of the benefits of this Policy but if you make a claim, you'll be bound by its terms, conditions, limitations and exclusions.

Neither we nor BOQ hold the cover(s) or the benefits provided under the Policy on trust or for your benefit or on your behalf.

BOQ also doesn't:

- Act on behalf of us or you in relation to the Policy.
- Provide, and is not authorised to provide, any financial product advice, recommendations or opinions about the Policy or any cover; and
- Receive any remuneration or other benefits from us.

If you're seeking to access the benefit of the Policy, you should consider obtaining independent advice as to whether it is appropriate for your needs from a person who is licensed to give such advice.

Nothing prevents you from entering into other arrangements regarding insurance.

To confirm if you may have access to the Policy, and its currency, please contact BOQ.

Neither BOQ nor any of its related companies are Authorised Representatives of QBE or any of its related companies.

How can this insurance cover be terminated or changed?

BOQ may terminate or change cover at any time. BOQ will give the **accountholder** written notice of the change or termination.

The existing cover will apply to trips purchased before the date of the change or termination.

Cover

Transit Accident Insurance is a benefit offered to all **cardholders**, and is only available when the purchase in full of a **trip** has been validly charged to the **cardholder's Bank of Queensland Business Card** while this insurance is in force and before the **trip** has commenced.

The cover provides a benefit in the event of **accidental death**, or if the **cardholder** sustains an **injury**, on a **trip** while riding as a passenger in (not as a pilot, driver or crew member), or boarding or alighting a plane, tourist bus, train, ferry or other conveyance as outlined below, and subject to these Terms and Conditions.

In certain circumstances the benefits also extend to the **cardholder's spouse** and/or **dependent children**, provided they are travelling with the **cardholder** at the time of the **trip**.

The cover provided does not include benefits as prescribed under the Insurance Contracts Act 1984.

To ensure that you understand how this policy operates, please read this document carefully and keep it in a safe place. Also keep detailed particulars and proof of any **accidental death** or **injury**, including copies of and debit card sales receipts and relevant statements, showing details of payment of the **trip**.

Benefits are only payable under this insurance if the trip was purchased in full before the expiry of this insurance.

Definitions

'**accident**' means any sudden and unexpected physical force, which occurs on a **trip** and causes death or an **injury** to the **cardholder** (or where specified, also to the **cardholder's spouse** and/or **dependent children**).

'**accidental death**' means death caused solely by an accident.

'**accountholder**' means any Bank of Queensland customer, being an individual(s), business entity or company, who has entered into a **Bank of Queensland Business Card** account facility with Bank of Queensland and in whose name the **Bank of Queensland Business Card** account facility was opened. The **accountholder** is the entity that has contractual obligations with Bank of Queensland under the account and requests the issue of a **Bank of Queensland Business Card** to **cardholders**.

'**act of terrorism**' means an act, including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Bank of Queensland Business Card means a current and valid Bank of Queensland Business Visa Debit Card.

'**cardholder**' means a person permanently residing in Australia, to whom Bank of Queensland, at the request of the **accountholder**, has issued a **Bank of Queensland Business Card**.

'**dependent child**' means:

- any of a **cardholder's** unmarried children, up to and including the age of 18, and who reside permanently with the **cardholder**; or
- any of a **cardholder's** unmarried children from the age of 19, up to and including the age of 21, and who are:
- full-time students attending an accredited tertiary education institute in Australia; and
- dependent upon the **cardholder** for their maintenance and support; and
- either residing permanently with the **cardholder** or residing with the **cardholder** when not attending the accredited tertiary education institute.

dependent children has the same corresponding meaning.

'injury' means only bodily injury (not being an illness or sickness) as specified in the Schedule of Benefits:

- caused by an **accident**; and
- which results independently of any other cause.

Where **injury** is used with reference to the hand or foot, this means the complete severance through or above the wrist for the hand or above the ankle joint for the foot.

Where **injury** is used with reference to an eye, this means total and permanent irrecoverable loss of sight.

'injured' has the same corresponding meaning.

'spouse' means the **cardholder's** legal wife, husband or de facto partner, permanently residing with the **cardholder** at the time the **trip** commences.

We may ask for proof of this relationship.

'trip' means:

- a passage taken by the **cardholder** as a paying passenger (not as a pilot, driver or crew member etc.) in a licensed plane, tourist bus, train, ferry or other conveyance authorised pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire; provided that, before the passage was commenced, the full cost of the passage was charged to the **cardholder's Bank of Queensland Business Card** while this policy is in force; and
- a passage taken by the **cardholder's spouse** and/or **dependent child** as paying passengers (not as a pilot, driver or crew member etc.) in a licensed plane, tourist bus, train, ferry or other conveyance authorised pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire; provided that, before the passage was commenced, the full cost of the passage was charged to the **cardholder's Bank of Queensland Business Card** while this policy is in force, and they are accompanying the **cardholder** who is also on the **trip**.

Exclusions

This policy does not cover any injury caused by or resulting from:

- suicide or self-destruction, or any attempt at suicide or self-destruction, whilst sane or insane;
- hijack or war or war-like hostilities;
- any act of terrorism;
- radioactive contamination;
- consequential loss or damage, including punitive damages;
- travel purchased prior to 1st March 2010; or
- an intentional or illegal or criminal act of:
 - the **cardholder**;
 - a person acting on the **cardholder's** behalf;
 - the **cardholders' spouse** or **dependant child(ren)**; or
 - the **cardholder's** designated beneficiary, executor(s) or administrator(s) or legal heirs or personal legal representative(s).

Terms and Conditions

The benefits listed under the Schedule of Benefits will be paid if the **cardholder, spouse** or **dependant child** suffers **accidental death** or an **injury** under the circumstances outlined as follows:

1. The **accidental death** or **injury** is sustained on a **trip** while riding as a passenger (not as a pilot, driver or crew member) in or boarding or alighting a plane, tourist bus, train, ferry or other conveyance authorised pursuant to any statute, regulation, by law or the equivalent thereof for the transportation of passengers for hire.
2. The **accidental death** or **injury** is sustained while riding as a passenger (not as a pilot, driver or crew member) in or boarding, or alighting from a licensed taxi, bus, hire vehicle or other conveyance authorised pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire; provided the **cardholder, spouse** or **dependent child** are travelling directly to or from an airport, tourist bus depot, railway station or dock immediately preceding or following the scheduled **trip**.

3. When by reason of an **accident** specified in 1 or 2 above, a **cardholder, spouse** or **dependent child** is unavoidably exposed to the elements and, as a result of such exposure suffers **accidental death** or an **injury** for which indemnity is not otherwise payable hereunder, the **injury** shall be covered under the terms of this policy.
4. If the body of a **cardholder, spouse** or **dependent child** has not been found within one year of the date of his/her disappearance arising out of an **accident** which would give rise to a loss as specified in 1, 2 or 3 above, it will be presumed that the **cardholder, spouse** or **dependent child** suffered **accidental death** as a result of **injury** caused by the **accident** at the time of his/her disappearance.
5. A benefit payable under this policy will be paid to the **cardholder** or, in the event of their death the benefit will be paid to their legal representative(s).

Schedule of Benefits

When an **accident** results in any of the following events within one year after the date of the **accident**, QBE will pay the Benefit Amount corresponding to the event as shown in the table below.

If, as a result of one **accident**, more than one event is sustained by a person eligible for cover, only the greater Benefit Amount will be paid.

<i>Event</i>	<i>Benefit Amount</i>
Accidental death	\$250,000
Injury:	
Loss of both hands or both feet	\$250,000
Loss of one hand and one foot	\$250,000
Loss of the entire sight of both eyes	\$250,000
Loss of the entire sight of one eye and one hand or one foot	\$250,000
Loss of one hand or one foot	\$125,000
Loss of the entire sight of one eye	\$125,000

Limits on what we pay

Under this policy, the most we will pay in relation to one **accident** (e.g. a bus crash) is a total amount of A\$1,300,000 regardless of how many people eligible for cover were involved in the **accident**. This means that if, as a result of one **accident**, a number of **cardholders**, their **spouses** and/or **children** were injured, QBE would pay each on a proportional basis (using the above Schedule of Benefits) up to a total of A\$1,300,000. Therefore if, for example, six **cardholders** lost their lives in the same bus crash, QBE would pay A\$216,667 to each of their legal representatives.

Claims

Claims Procedure

Please do not contact Bank of Queensland in the event of a claim as they are not involved with processing insurance claims.

In the event of an **accident** that is likely to result in a claim, the **cardholder** (or their legal representative in the case of **accidental death**) must:

- contact QBE within 30 days of learning of an **accident** likely to result in a claim under this policy. QBE will provide a claim form which should be completed and returned within 30 days of receipt. If you are overseas, you can telephone QBE Assist via a reverse charges phone call to Australia on +61 3 8523 2800. If you call from within Australia, the contact telephone number is 03 8523 2800.
- provide QBE with copies of all relevant documents and/or evidence necessary to assess the claim. The documentation and/or evidence should be in such a form and such a nature as QBE may reasonably prescribe. In the event of any claim being based on the **accidental death** of a **cardholder**, their **spouse** and/or **dependent child**, QBE may require that a post-mortem examination be conducted (at QBE's expense).
- provide QBE with all necessary information and assistance to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this policy.

Assisting QBE with your claim

Cardholders must assist us with your claim.

When making a claim **cardholders** must advise us of the details of any other insurance under which the **cardholder** is entitled to claim.

The **cardholder** must also, as far as allowed by law, give us all the assistance we may require to institute proceedings against other parties for the purpose of enforcing rights or remedies to which the **cardholder** would become entitled or subrogated upon, by making good any loss or damage under these policies. For example, if someone else has caused the loss or damage claimed for, we can take that person to court and sue him or her for the loss or damages in the **cardholder's** name.

Fraudulent claims

When making a claim, **cardholders** have a responsibility to act in an honest and truthful manner. If any claim is fraudulent in any way or if a **cardholder** or anyone acting on their behalf uses fraudulent means to make a claim under this policy, then no payment will be made in regard to the claim.

Furthermore, if QBE considers that there is sufficient evidence of a fraudulent claim, Bank of Queensland will be informed and the **cardholder** may no longer be eligible for this insurance or to be a holder of a **Bank of Queensland Business Card**.

Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

1. The General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

2. Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

3. Resolving complaints and disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

4. Contacting QBE Customer Care, FOS or the OAIC

How to contact QBE Customer Care

Phone 1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).

Calls from mobiles, public telephones or hotel rooms may attract additional charges.

Email

- complaints@qbe.com, to make a complaint
- privacy@qbe.com, to contact us about privacy or your personal information.
- customer care@qbe.com, to give feedback or pay a compliment

Post Customer Care, GPO Box 219, PARRAMATTA NSW 2124.

How to contact FOS Australia

Phone 1300 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays).

Email info@fos.org.au

Online www.fos.org.au

How to contact the OAIC

Phone 1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).

Calls from mobiles, public telephones or hotel rooms may attract additional charges.

Email enquiries@oaic.gov.au

Online www.oaic.gov.au

UNAUTHORISED TRANSACTIONS INSURANCE TERMS AND CONDITIONS FOR BANK OF QUEENSLAND BUSINESS VISA DEBIT CARDHOLDERS



Effective Date: 1st March 2016

IMPORTANT INFORMATION ABOUT THE INSURANCE

This document contains details of the insurance benefits in respect of **unauthorised transaction(s)**. The benefits are effective for **unauthorised transaction(s)** processed to the **Bank of Queensland Business Card** account of the **accountholder** on or after 29th February 2016 and while this insurance is in force. Benefits under this insurance are payable to **accountholders** only.

QBE - The issuer of this insurance cover

You should be aware that the issuer of this insurance cover is QBE Insurance (Australia) Limited ("QBE"), ABN 78 003 191 035 AFS Licence No. 239545. In this booklet QBE is referred to as "QBE", 'we', 'our' or 'us'.

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BOQ does not receive any commission or remuneration in relation to covers set out in this booklet.

These covers are available under a Master Policy issued by QBE to BOQ.

Group policies: About your right to make a claim

This is a group policy which BOQ has entered into with us for the period of the insurance. You may be eligible to claim under it as a third party beneficiary, provided you meet the eligibility criteria specified in the Policy at the time the loss occurred.

You can't cancel or vary the Policy - only BOQ as the contracting insured and we can do this. If the policy is cancelled or varied by us, we don't need to obtain your consent.

We also don't provide you with any notices in relation to this Policy. We only send notices to BOQ as it's the only entity we have contractual obligations to.

You're not obliged to accept any of the benefits of this Policy but if you make a claim, you'll be bound by its terms, conditions, limitations and exclusions.

Neither we nor BOQ hold the cover(s) or the benefits provided under the Policy on trust or for your benefit or on your behalf.

BOQ also doesn't:

- Act on behalf of us or you in relation to the Policy.
- Provide, and is not authorised to provide, any financial product advice, recommendations or opinions about the Policy or any cover; and
- Receive any remuneration or other benefits from us.

If you're seeking to access the benefit of the Policy, you should consider obtaining independent advice as to whether it is appropriate for your needs from a person who is licensed to give such advice.

Nothing prevents you from entering into other arrangements regarding insurance.

To confirm if you may have access to the Policy, and its currency, please contact BOQ.

Neither BOQ nor any of its related companies are Authorised Representatives of QBE or any of its related companies.

How can this insurance cover be terminated or changed?

BOQ may terminate or change the cover at any time. BOQ will give the **accountholder** written notice of the change or termination.

The existing cover will apply to unauthorised transactions made before the date of the change or termination.

Cover

This insurance indemnifies **accountholders** against **unauthorised transaction(s)** made by their **cardholders** while this insurance is in force.

Definitions

The following key words (and their plurals), when highlighted in bold, have special meanings in this document:

'accountholder' means any Bank of Queensland customer, being an individual(s), business entity or company, who has entered into a **Bank of Queensland Business Card** account facility with Bank of Queensland and in whose name the **Bank of Queensland Business Card** account facility was opened. The **accountholder** is the entity that has contractual obligations with Bank of Queensland under the account and requests the issue of a **Bank of Queensland Business Card** to **cardholders**.

'act of terrorism' means an act, including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

'Bank of Queensland Business Card' means a current and valid Bank of Queensland Business Visa Debit Card.

'cardholder' means a person permanently residing in Australia, to whom Bank of Queensland, at the request of the **accountholder**, has issued a **Bank of Queensland Business Card**.

'unauthorised transaction(s)' means a transaction by a **cardholder** using their own **Bank of Queensland Business Card**, which has been processed to the account of the **accountholder** but was not authorised in any way by the **accountholder** and/or was outside the **cardholder's** authority to transact.

Terms and Conditions

The **accountholder** shall instruct its **cardholder(s)** in writing of the limits of their authority in using the **Bank of Queensland Business Card**. In the event of a claim under this insurance, the **accountholder** must be able to prove the limits of the **cardholder's** authority in order to establish an entitlement to benefits.

When:

- the **accountholder** no longer wishes a **cardholder** to use their **Bank of Queensland Business Card**; or
- the **cardholder's** employment with the **accountholder** is terminated; or
- the **accountholder** becomes aware, or a reasonable person in the circumstances should have become aware, that **unauthorised transaction** amounts have been incurred or are likely to be incurred by the **cardholder**,

the **accountholder** must immediately:

- obtain the **Bank of Queensland Business Card** from the **cardholder**, cut it in half and return it to Bank of Queensland. If the **accountholder** is unable to recover the **cardholder's Bank of Queensland Business Card**, they must write to the **cardholder** advising them that he/she is no longer authorised to use the **Bank of Queensland Business Card** and to return the card to them; and
- direct Bank of Queensland to cancel the **cardholder's Bank of Queensland Business Card**. This direction is preferably to be made by telephone or facsimile or by any other electronic advice, which may be approved by Bank of Queensland.

When the **accountholder** becomes aware of an **unauthorised transaction** they must report the matter to the police and press charges against the **cardholder** who performed the **unauthorised transactions**.

Our liability to pay claims is limited, in any 12 months, to A\$20,000 per **cardholder** up to a maximum of A\$150,000 per **accountholder**.

We shall not be liable under this policy for:

- any indirect losses or consequential liability of any kind; or
- any **unauthorised transaction(s)** which occur after the **accountholder** became aware of, or a reasonable person in the circumstances should have been aware of (e.g. receipt of a statement showing **unauthorised transactions**), any previous **unauthorised transactions**, but failed to report the matter to Bank of Queensland; or
- any **unauthorised transactions** incurred by:
 - (a) where the **accountholder** is an individual(s), the **accountholder(s)**;
 - (b) where the **accountholder** is a business entity or company, a director, partner, principal or owner of the **accountholder**; or
 - (c) any family members of the said individual(s), directors, partners, principal or owners; or
 - (d) a **cardholder** using the **Bank of Queensland Business Card** of another cardholder.
- any loss caused by or resulting from any **act of terrorism**.

Claims Procedure

In the event of learning of an occurrence likely to result in a claim under this insurance, the **accountholder** must immediately:

- contact Bank of Queensland, preferably by phone, to cancel the **cardholder's Bank of Queensland Business Card**; and
- write to the **cardholder** advising them that the matter will be reported to the police and requesting the card be returned if it has not already been returned; and
- report the matter to the police and press charges; and
- take all reasonable steps to recover from the **cardholder** all **unauthorised transaction** amounts transacted by the **cardholder**. In addition, the **accountholder** shall utilise, where legally possible, any monies held for, or on behalf of, the **cardholder** so as to avoid or reduce any loss resulting from the **unauthorised transactions**; and
- contact QBE as soon as possible on 1800 285 189 (or such other number as advised by QBE from time to time) during NSW business hours notifying QBE of the claim and we will send the **accountholder** a claim form; and
- the completed claim form, together with a copy of the letter sent to the **cardholder**, a copy of the police report (or quote the police report number) and a copy of the relevant **Bank of Queensland Business Card** account statement(s) detailing the **unauthorised transaction(s)** are to be returned by the **accountholder** to us within 30 days of receipt of the claim form. Failure to report the potential claim to QBE or to complete and return the claim form within the time stated above might result in denial of the claim.

Subject to liability being established and admitted by us, we will make payment of any **unauthorised transaction** amounts within thirty (30) days of receipt by us of the completed claim form and supporting documents. The payment to be paid within the terms of this insurance will be made to the **accountholder** under covering letter (copied to Bank of Queensland) detailing the **unauthorised transactions** for which payment is made.

If we decide that we are not liable under the terms of this policy, we will inform the **accountholder** in writing of our decision and the reasons for our decision.

Accountholders must assist QBE with your claim

When making a claim, **accountholders** must advise us of any details of any other insurance under which the **accountholder** is entitled to claim.

The **accountholder** must also, as far as allowed by law, give us all the assistance we may require to institute proceedings against other parties for the purpose of enforcing rights or remedies to which the **accountholder** would become entitled or subrogated upon, by making good any loss or damage under this policy.

Fraudulent Claims

When making a claim, **accountholders** have a responsibility to assist us and to act in an honest and truthful manner. If any claim is fraudulent in any way or if an **accountholder** or anyone acting on their behalf uses fraudulent means to make a claim under this policy, then no payment will be made in regard to the claim.

Also Bank of Queensland will be informed of the situation and the **accountholder** may no longer be eligible for this insurance or the **Bank of Queensland Business Card** account facility.

Sanctions

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

1. The General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

2. Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

3. Resolving complaints and disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

4. Contacting QBE Customer Care, FOS or the OAIC

How to contact QBE Customer Care

Phone 1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).

Calls from mobiles, public telephones or hotel rooms may attract additional charges.

Email

- complaints@qbe.com, to make a complaint
- privacy@qbe.com, to contact us about privacy or your personal information.
- customercare@qbe.com, to give feedback or pay a compliment

Post Customer Care, QPO Box 219, PARRAMATTA NSW 2124.

How to contact FOS Australia

Phone 1300 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays).

Email info@fos.org.au

Online www.fos.org.au

How to contact the OAIC

Phone 1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).

Calls from mobiles, public telephones or hotel rooms may attract additional charges.

Email enquiries@oaic.gov.au

Online www.oaic.gov.au