

Personal Accident & Sickness

Product Disclosure Statement (PDS) and Policy Wording



This document contains two parts:

- **Product Disclosure Statement (PDS)** Important information – contains general information about *Your* Personal Accident and Sickness policy; and
- The Personal Accident and Sickness **Policy Wording** – contains terms and conditions of *Your* insurance policy.

Please read this PDS before applying for insurance.

If *We* accept *Your* application for insurance, *You* will receive a schedule that sets out details of the insurance *You* have taken out.

If *You* need more information about this document or have a general enquiry, please contact *Us*.

WIP

E: info@windsorip.com.au

P: Locked Bag 3111, RHODES NSW 2138

T: +61 (0)2 9191 1999

Important Information

Windsor Income Protection Pty Ltd (WIP)

ACN 147 905 888 ABN 56 104 714 171 AFSL No 400598

About this Product Disclosure Statement

This PDS is designed to help *You* understand the insurance cover and to provide *You* with sufficient information to enable *You* to make an informed choice about whether to buy this insurance. It sets out some important information about the coverage, including its features, benefits and costs. Please read this PDS and the policy wording which forms part of this PDS carefully.

Preparation Date of this PDS: 31 January 2022

About the Insurer

The Insurers have given WIP, the authority to act on their behalf (not *The Insured's*) to arrange, enter into, bind, vary and cancel the Policy, as well as handle and settle any claims under it, as if it were the Insurers.

This document and the Policy Schedule are issued by WIP under a binding arrangement on behalf of Certain Underwriters at Lloyd's.

In this document references to "We", "Us" and "Our" mean the Insurer.

The Policy

An *Insured Person's* access to this Policy is solely by reason of the statutory operation of Section 48 of the Insurance Contracts Act 1984 (Cth). An *Insured Person* is not a contracting insured and does not enter into any agreement with US.

An *Insured Person's* access to cover:

- begins from the time the relevant person meets the criteria specified in the Policy Schedule and becomes an *Insured Person*; and
- ends at the earliest of the following events:
 - (a) when the relevant person no longer meets the criteria specified in the Policy Schedule for an *Insured Person*; or
 - (b) at the end of the Period of Insurance; or
 - (c) when the Policy is cancelled by *Us* or *Insured Person*;whichever occurs first.

If an *Insured Person* makes a claim under the Policy, then such person will have the same obligations to *Us* as if they were *The Insured* and *We* will have the same rights against the *Insured Person* as *We* would have against *The Insured*.

The Insured must ensure that a copy of this PDS is made available to each *Insured Person*.

Our Contract with the Insured

This Policy is a contract of insurance between *The Insured* and *Us* and contains all the details of the cover that *We* provide. The Policy consists of:

- the Policy Schedule;
- this PDS and Policy Wording;
- any applicable Supplementary PDS ('SPDS') *We* issue that varies it;
- any other document *We* tell *The Insured* forms part of the Policy which may vary or modify the above documents.

These documents should be read together as they jointly form the contract of insurance between *The Insured* and *Us*.

General Advice

Any general advice contained within the policy wording, PDS or accompanying documents does not consider *Your* or any *Insured Person's* personal situation, financial objectives, or needs.

Your duty to take reasonable care not to misrepresent

Your application for insurance cover will be treated as if *You* are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, *You* have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the Insurance Contracts Act 1984 (Cth). It is very important that *You* comply with your duty, as this may impact on *Your* insurance cover. *You* have the same duty to take reasonable care not to make a misrepresentation and to disclose those matters to *Us* before *You* renew, extend, vary or reinstate a contract of insurance.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When *You* apply for insurance, *We* will ask *You* clear and specific questions that are relevant to *Our* decision to insure *You*. *Your* answers in response to *Our* questions are important as *We* use them to determine whether *We* can provide insurance cover to *You*, and if so, the terms of the policy and the premium *We* will charge. This means that when answering *Our* questions, *You* should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime *You* answer *Our* questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers *You* provide to *Us*, for example, when a claim is made.

Guidance for answering *Our* questions:

Important: please ensure that *You* take care when providing *Your* answers in response to *Our* questions in relation to *Your* insurance application. *You* should respond fully, honestly and accurately. If *You* do not, it may affect *Your* insurance cover.

When answering *Our* questions, please:

- Think carefully about *Your* responses. If *You* do not understand the question or require further explanation, please ask *Us* before responding;
- Make sure *Your* responses are truthful, accurate and complete answers to every question that *We* ask *You*;
- Provide *Us* with all relevant information in response to *Our* questions. If *You* are unsure what information to include, please include it or check with *Us*, *Your* broker or adviser;
- Do not assume that *We* will contact anyone else for the information *We* are asking *You* for;
- Review each answer *You* have provided on *Your* insurance application carefully and make any corrections (if necessary) before submitting it to *Us*. *You* are responsible for the answers that *You* provide us, even if *You* have had help in preparing *Your* application, for example from *Your* broker, intermediary, advisor or someone else.

Before *Your* insurance cover starts, please tell *Us* of any changes that may be required to the answers *You* have given to our questions. This may save time as any changes may require further investigation or assessment of the risk.

If, after *Your* insurance cover starts, *You* think you may not have complied with *Your* duty, please contact *Us*, *Your* broker or advisor immediately and *We* will let *You* know whether it has any impact on *Your* cover.

We may contact You after You have submitted Your application to clarify or collect any information that You may not have included. The information You provide may be recorded and used by Us in assessing Your application. Your duty to take reasonable care not to make a misrepresentation applies to all types of communication with Us, including written, electronic, online, when speaking with Us in person or on the telephone, or a mix of these.

If You do not comply with Your duty

If You do not take reasonable care not to make a misrepresentation, it may have serious consequences for Your insurance. If You have failed to comply with Your duty, We have certain rights, which may depend on what Your insurance offer may have been had You not made a misrepresentation, and whether or not the misrepresentation was fraudulent. We have different actions available to Us, for example, We may do one of the following:

- Avoid Your insurance cover. This means that Your insurance contract and cover will be treated as if it never existed;
- Change the amount of cover, for example the level of cover may be reduced;
- Change the terms of Your insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit paid may be reduced, or premiums increased.

If We suspect that You may have breached Your duty to take reasonable care not to make a misrepresentation, before we exercise any of the actions available to Us, We will:

- Explain our reasons why We believe You have breached your duty; and
- Provide You with an opportunity to respond and provide Us with further information.

If We decide to make changes to Your cover, We will notify You of our decision and provide You with the review process and complaints procedure to follow if You disagree with Our decision.

If You need help

It is very important that You understand this information, the questions that We ask You and Your duty. If You are having difficulty for any reason, such as a disability, English language, or require further support such as a support person You trust, please contact Us so that We may tell You how We may assist in providing additional support.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is common knowledge;
- that We know, or in the ordinary course of business as an insurer, should know;
- as to which compliance with Your duty is waived by Us.

If You have any questions, please contact Us, Your broker or advisor.

Privacy

We are committed to protecting Your privacy and comply with The Privacy Act 1988 (Cth) and the Australian Privacy Principles, which sets out standards for the collection and management of personal information. With Your consent, We will only use the information You provide to Us in relation to the insurance services We provide.

Further information can be found within the Policy Wording and Our Privacy Policy is available upon request or accessed on Our website www.wip.com.au.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd’s has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Claims

The Insured or any person entitled to claim under this Policy must give n2n Claims Solutions written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Please advise notice of any claim to:

n2n Claims Solutions,

E: info@n2nclaims.com.au

T: 1800 999 626

P: Locked Bag 3111, Rhodes NSW 2138

Income Tax

Generally, if the *Insured Person* is entitled to receive weekly Benefits for lost Salary or wages under an income protection, sickness or accident insurance policy or workers’ compensation scheme, the Premium the *Insured Person* pays may be tax deductible. Premiums may also be tax deductible if *You* have taken out *Your* Policy for a revenue purpose.

Generally, if the *Insured Person* receives weekly Benefits as noted above, these Benefits may be assessable to the *Insured Person* and subject to tax at the *Insured Person’s* marginal income tax rate. However, lump sum amounts that the *Insured Person* receives are generally not taxable provided certain conditions are met.

Pay As You Go Withholding Taxes (‘PAYG’) may be withheld from any payments to the *Insured Person* deemed to be taxable income in their hands.

Complaints Procedures

Lloyd’s aim is to provide the highest service to its Australian policyholders and, to this end, has developed the following procedures for the fair handling of complaints from Lloyd’s policyholders including *Insured Person(s)* under this Policy. There are established procedures for dealing with complaints and disputes regarding *Your* insurance or claim and are set out below:

Any complaint relating to this Policy or a claim should be addressed to *Us* in the first instance. Please send to:

Policy Complaints

WIP, Locked Bag 3111 RHODES NSW 2138

T: +61 (0)2 9191 1999

E: complaints@windsorip.com.au

Claims Complaints

n2n Claims Solutions, Locked Bag 3111 RHODES NSW 2138

T: 1800 999 626

E: complaints@n2nclaims.com.au

We will acknowledge receipt of *Your* complaint within 1 business day and do *Our* utmost to resolve the complaint to *Your* satisfaction within 10 business days.

If *We* cannot resolve *Your* complaint to *Your* satisfaction, *We* will escalate *Your* matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

E: ldraustralia@lloyds.com

P: (02) 8298 0783

Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to *You* within 30 calendar days of the date on which *You* first made the complaint unless certain exceptions apply.

You may refer *Your* complaint to the Australian Financial Complaints Authority (AFCA), if *Your* complaint is not resolved to *Your* satisfaction within 30 calendar days of the date on which *You* first made the complaint or at any time. AFCA can be contacted as follows:

T: 1800 931 678

E: info@afca.org.au

GPO Box 3 Melbourne VIC 3001

W: www.afca.org.au

You complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If *Your* complaint is not eligible for consideration by AFCA, *You* may be referred to the Financial Ombudsman Service (UK) or *You* can seek independent legal advice. *You* can also access any other external dispute resolution or other options that may be available to you.

Jurisdiction

This Policy shall be interpreted in accordance with the laws of Australia and shall be subject to determination by any court of competent jurisdiction within Australia.

The Cost of the Policy and Paying for the Insurance

Premium

All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of this Policy.

The Premium payable by *The Insured* will be shown in the Policy Schedule. The Premium is calculated taking into consideration a number of risk factors including the number of employees covered by the Policy, the occupations of the employees, the sums insured and *The Insured's* previous insurance history.

Premiums are subject to government charges, taxes and levies where applicable. They can include GST, stamp duty, and any other charges.

Non – Payment of Premium

If *The Insured* fails to pay the Premium by the due date or if the payment method is dishonoured and therefore, *We* have not received the payment by the due date, *We* will have the right to cancel the Policy. Unless *We* tell *The Insured*, any payment reminder *We* send does not change the expiry of the cover or the due date of the Premium.

Goods and Services Tax (GST)

The Premium includes an amount for GST.

Our liability to indemnify *You* under the Policy is calculated less any Input Tax Credit to which *You* are entitled for any relevant Acquisition, or to which *You* would have been entitled had *You* made a relevant Acquisition. *You* must inform *Us* of the extent to which *You* are entitled to an Input Tax Credit for that GST, and any GST liability arising from *Your* provision of incorrect advice is payable by *You*.

GST, Input Tax Credit and Acquisition have the meaning given to those words in A New Tax System (Goods and Services Tax) Act 1999.

Cooling Off Period

You have the right to return the policy to *Us* within fourteen (14) days of the date that the cover is inception. If *You* return the Policy during the cooling-off period, *We* will refund *You* all of the Premium *You* pay for insurance under the Policy, less any non-refundable government charges and taxes that *We* have paid. To do this *You* must advise *Us* in writing. *You* will not receive a refund if *You* have made a claim under the Policy during the cooling-off period.

Other Costs, Fees and Charges

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

Administration Fee – Is the cost of preparing and distributing *Your* Policy, it is noted in the Insurance Schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period.

Premium Refund – 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 residual for the unexpired period with the exception of the administration fee and any non-refundable government taxes and charges, provided no event has occurred where liability arises under the Policy.

Commissions – WIP may receive a commission payment from *Us* when the Policy is issued, varied or renewed. WIP may pay commission to other parties involved in the referral of this business. If the Policy is cancelled this commission payment may not be refundable. For details of the relevant commission paid, please contact *Your* insurance broker.

Renewal Procedure

Before this Policy expires, *We* will advise *The Insured* or their representative whether *We* intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

WIP

Personal Accident & Sickness Policy Wording



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Important Notices

All cover under this Policy is subject to:

1. The payment of premium;
2. The terms and conditions contained in this Policy, including *The Schedule*;
3. The limits of liability referred to in the Policy.

Subject to the terms, conditions, exclusions and limitations contained in this Policy, this Policy provides cover for *Disablement* caused by accidental *Injury* and *Sickness* and *Benefits* are payable in the circumstances set out in the Policy, subject to the aggregate limit of liability.

The particular cover which applies to you and which *You* selected when *You* applied for this insurance is referred to in *The Schedule* which forms part of this Policy.

If for any reason you are not completely satisfied, this *Policy* may be returned to *Us* within fourteen (14) days of its receipt and, subject to no claim being made, *We* will refund in full any premium paid.

A. The Schedule

Refer to Certificate of Insurance.

B. The Policy Wording

(i) Scope of Cover

Insurance has been effected between *Us* and *Policy Owner* and this document is evidence of that insurance. *You* should check this document carefully to ensure it meets your requirements.

We have agreed to insure *You* subject to the terms, conditions and exceptions contained in or endorsed upon this document during the Period of Insurance for which the premium has been paid.

We agree to pay in accordance with *The Schedule of Benefits* if during the Period of Insurance an *Insured Person* sustains *Injury or Sickness* as defined herein, subject always to the terms, conditions, provisions, limitations and exclusions hereof.

(ii) Commencement of Cover

Cover will commence from the date the Person meets the following criteria;

- (a) The Person has elected to be covered for this Insurance in writing; and
- (b) the Premium has been paid to *Us* from the date of the requested cover; and
- (c) the *Insured Person* is *Actively At Work*; and
- (d) Is a Financial Member of the ETU

Where the requirements of (c) is not met, cover will commence from the date that the *Insured Person* is *Actively At Work*.

(iii) Cessation of Cover

Cover for an *Insured Person* under this policy ceases at the earliest of any of the following occur;

- (a) If premiums cease to be paid by the *Policy Owner*; or
- (b) when an *Insured Person* elects in writing to no longer have this cover; or
- (c) when the *Insured Person* reaches the Maximum Age Limit as stated in *The Schedule*; or
- (d) when an *Insured Person* dies; or
- (e) when the policy is cancelled by either *Policy Owner* or *Us*, within the parameters of the cancellation provisions of this Policy, subject to Financial Services Council Guidance Note No. 11 – Group Insurance Takeover Terms.

(iv) Reinstatement of Cover

- a) Where (iii) Cessation of Cover (a) occurs, *Continuous Cover* under the Policy can be reinstated, provided that Premiums are paid within one-hundred twenty (120) days from the date the *Insured Person* Cessation of Cover ceased

No benefits are payable for any claim related to an injury or sickness that occurred or was first contracted or should have become reasonably aware of any symptoms of the condition during that period prior to the Reinstatement of Cover.

- b) Where the above conditions under section (v) 4. a) are not met, insurance will cease on the date that the *Insured Person* Cessation of Cover occurred, and *Continuous Cover* will not be reinstated.

(v) **Takeover Terms**

We agree to provide cover under this Policy for an *Insured Person* who had previous cover under an agreed previous Income Protection policy covered through *Us* via Windsor Income Protection Pty Ltd on the following conditions, other than any Death related benefit:

- (a) when a policy is transferred from another Insurer to *Us*, *We* will not deny a claim that *We* consider would be approved by the previous Insurer based on their policy terms and conditions as a direct result of a change in Insurer, however any benefits payable are limited to the lesser of either the previous policy's level of benefits or this Policy; and
- (b) the cover under the previous policy is current and in force at the date of transfer to *Us*; and
- (c) the terms for the transfer of such cover are in accordance with the takeover terms recommended by the FSC GUIDANCE NOTE 11 - Group Insurance Takeover Terms; and
- (d) meets *Our* Commencement of Cover policy terms and conditions.

(vi) **Additional Benefits**

1. Rehabilitation Assistance

In the event of the payment of a claim for *Disablement*, *We* at *Our* absolute discretion may elect to assist the *Insured Person* in arranging for training or advice from a licensed vocational school, provided such training or advice is undertaken with the agreement of the *Insured Person's* attending physician and is likely to result in the *Insured Person's* returning to work within the *Benefit Period*. The training and advice must directly assist the *Insured Person* to return to work in his or her occupation or any gainful employment or vocationally retrain the *Insured Person*.

Assistance may also include family counselling to help the *Insured Person* and his or her family cope with the *Insured Person's* disability and to enable the *Insured Person* to live an independent life.

The maximum amount payable by *Us* in respect of rehabilitation assistance is \$25,000.

We may reduce the amount paid under this *Benefit* by any amount that can be claimed from any other source.

No Rehabilitation Assistance benefits will be payable if it would result in *Us* contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act, 1953 (Cth).

2. Return to Work Assistance

In the event of the payment of a claim for *Disablement*, *We* at *Our* absolute discretion may elect to assist the *Insured Person* in arranging for professional assistance to improve their physical and/or emotional condition. Assistance includes special equipment for and/or modifications to the *Insured Person's* normal home or workplace.

The maximum amount payable by *Us* in respect of return to work assistance is \$25,000. The training and advice must directly assist the *Insured Person* to return to work in his or her occupation or any gainful employment or vocationally retrain the *Insured Person* within the *Benefit Period*.

We may reduce the amount paid under this *Benefit* by any amount that can be claimed from any other source.

No Return to Work Assistance benefits will be payable if it would result in *Us* contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act, 1953 (Cth).

3. Escalation Benefit

Whenever a *Disablement* benefit has been paid continuously for twelve (12) months, the weekly benefit will be increased up to the Maximum Weekly Benefit set out in *The Schedule* from the expiration of the fifty-second (52) week for as long as the benefit continues to be payable up to a total maximum period of one hundred and four (104) weeks without interruption by whichever is the lesser of:

- i. 5%; or
- ii. The percentage by which the index figure of the Consumer Price Index (CPI), weighted average of eight Australian capital cities combined, last published by the Australian Bureau of Statistics exceeds the figure so published one year previously at the expiration of the fifty-second (52) week period mentioned above. If the CPI is negative, no escalation in the weekly benefit will apply.

4. Extended In Between Job Cover

Coverage under this Policy continues for a period of no more than seven (7) days from the date the *Insured Person* ceases their current employment provided that:

- i. any claim for *Injury* or *Sickness* causes a *Disablement* within the above seven (7) days; and
- ii. an *Insured Person* has had treatment or advice for that *Injury* or *Sickness* within the final thirty (30) days prior to ceasing employment.

5. Zero (0) day Waiting Period for Serious Medical Conditions

Where an *Insured Person* has an approved claim by *Us* for either:

- i. any of the *Serious Medical Conditions*; or
- ii. is admitted into hospital and hospitalised for greater than seventy-two (72) hours and within twenty-four (24) hours of first becoming aware of an *Injury* or *Sickness*.

We will reduce their *Waiting Period* to zero (0) days for that claim.

6. Loyalty Program Benefit

Where an *Insured Person* has had greater than two (2) years of cover with under this Policy and has not had an approved claim within the most recent two (2) year period prior to the *Disablement* for an *Injury* or *Sickness*. The *Benefit* the *Injury* or *Sickness* will commence seven (7) days prior to the last day of their *Waiting Period* for an approved claim

For the purpose of this clause the two (2) years period will recommence at zero (0) years from the date of the cessation of the claim. The above is always subject to the Maximum *Benefit Period* stated in *The Schedule*.

(vii) **Definitions**

- a) **Actively At Work** means when an *Insured Person* in *Our* opinion is considered to be genuinely performing all the duties of their usual occupation and capable of working their usual hours without any restriction.

An *Insured Person* who is on employer-approved paid and or unpaid leave shall also be considered to be *Actively At Work* provided that leave is not in connection to the *Injury* or *Sickness* that leads to the *Disablement* and premiums on behalf of the *Insured Person* have been paid to *Us* from the *Commencement Date*.

For the avoidance of doubt, an *Insured Person* who has a permanent impairment/disablement prior to being an *Insured Person* will never be considered *Actively At Work* for that condition.

- b) **Aggravation** means an injury or sickness that occurs prior to being an *Insured Person* which has been aggravated or worsened due to an *Injury* whilst *Continuous Cover* is in force.

- c) **Benefit(s)** means the Weekly Benefits as set out in *The Schedule*.

- d) **Benefit Period** means the period of time for which a *Benefit* is payable and the maximum period of time is shown in *The Schedule* under Maximum Benefit Period.

- e) **Commencement Date** means the Commencement Date as set out in *The Schedule*.

- f) **Continuous Cover** means an unbroken period of time that an *Insured Person* has been covered under an Income Protection policy provided by *Us*. If an *Insured Person* ceases cover, their continuous cover period ends on the date they cease to be covered under an Income Protection policy provided to *You*. If an *Insured Person* recommences cover under an Income Protection policy provided to *You*, their new continuous cover period commences on the date their cover recommences.

- g) **Degenerative Condition** means any condition that has gradually developed over time affecting your musculoskeletal system (muscles, bones, ligaments and joints, including vertebral discs and cartilage).

- h) **Disablement** means *Total Disablement* or *Partial Disablement*

- i) **Income** means the average weekly income before personal deductions and income tax, excluding any reimbursement allowances (such as travel, accommodation, laundry, tool and meal), actually paid to the *Insured Person* which was earned from personal exertion from his or her usual employment, during the 52 week period immediately preceding the last pay period prior to the *Disablement* for an *Injury* or *Sickness* resulting in payment of *Benefits* covered by this Policy. If an *Insured Person* has had less than 52 weeks of *Continuous Cover* their income will be averaged over the period of *Continuous Cover*.

Income excludes any reimbursement of expenses, annual leave, sick leave or long service leave paid but not taken and other non-regular income.

- j) **Injury** means a physical injury where a *Disablement* occurs fortuitously whilst *Continuous Cover* is in force, which continues for a period of not less than the *Waiting Period* and results in payment of any of the *Benefits* specified in the Policy but excludes any condition which is also a *Sickness*.

- k) **Insured Person(s)** means the *Policy Owner* who is *Actively At Work* and for whom the premiums shown in *The Schedule* have been paid by *You* to *Us*.

- l) **Medical Practitioner** means a medical practitioner legally qualified and registered to practice in Australia who is a person other than the *Insured Person*, their relatives; business partners, shareholders or employees. Where the *Insured Person* is outside Australia the Medical Practitioner must have qualifications, which are recognised by the Australian Medical Association as equivalent with those required of a medical practitioner registered to practice in Australia. In this situation, the onus of proof sits with the *Insured Person*.

For any claims as a result of a *Mental Illness*, the Medical Practitioner must be a legally qualified psychiatrist or psychologist and registered to practice in Australia who is a person other than the *Insured Person*, their relatives; business partners, shareholders or employees.

m) ***Mental Illness*** means an *Insured Person* suffering from:

- stress related conditions; and/or
- any psychological conditions; and/or
- physical fatigue conditions caused by stress related or psychological conditions

The above includes but is not limited to; depression; neurosis; psychosis; mental or emotional stress, anxiety conditions; fibromyalgia; chronic fatigue syndrome; mental disease and associated disorders.

n) ***New Events*** means an *Injury* that first occurs or a *Sickness* that first becomes apparent on or after the date *We* receive premium from the *Policy Owner*.

o) ***Partial Disablement*** means the *Insured Person* is capable of returning to work in reduced or alternative light duties and/or reduced hours as a result of an *Injury* or *Sickness* in his or her usual occupation in Australia for which they are employed and Premiums are paid on their behalf. The *Insured Person* must be *Actively At Work* at the time the said *Injury* or *Sickness* occurs and must be medically certified and under the regular care of and acting in accordance with the instructions or professional advice of a *Medical Practitioner*.

If during such *Disablement* the *Insured Person* is able to return to work in a reduced capacity then the compensation payable shall be calculated as the difference between their earnings from reduced work capacity and the applicable *Benefit* payable for *Total Disablement*.

If the *Insured Person* is able to return to work in a reduced capacity, and that work is available but the *Insured Person* declines to do so or if the *Insured Person* is no longer employed, then the compensation payable will be reduced to 25% of the *Benefit* for *Total Disablement* per week.

p) ***Policy Owner*** means *Policy Owner*, as shown in *The Schedule* and the entity that pays the premium to *Us*.

q) ***Policy Period*** means the period specified in *The Schedule*, or any prior or subsequent periods in respect of which *You* pay and *We* accept the premium required for the continuation of this Policy, as provided in section (viii) Conditions.

r) ***Pre-Existing Sickness*** means any pre-existing sickness that an *Insured Person* had treatment or advice or should reasonably been aware of any symptoms of the condition prior to the date of commencement, recommencement or increase of his or her cover under the Policy. However, such condition will be covered provided:

- i. an *Insured Person* has been given a full medical clearance from a legally qualified *Medical Practitioner* and ceased all treatment or advice for at least six (6) consecutive months during *Continuous Cover*; or
- ii. An *Insured Person* has had two (2) years of *Continuous Cover* under this Policy prior to the time of their *Disablement* and had been *Actively At Work* for at least the final two (2) months of these two (2) years prior to the *Disablement* which leads to the claim.

s) ***Premium Due Date*** means 15th day of each month, payable monthly in arrears.

t) ***Professional Sporting Activities*** means participating in any sporting activity, including training for that activity, where the *Insured Person* earns more than 25% (including any sponsorship they receive) of their annual gross *Income* from that activity.

u) ***Reconstructive Surgery*** means an *Insured Person* requires reconstruction surgery as a result of an *Injury* or *Sickness* which was covered by the policy and *Continuous Cover* is in force, resulting in a *Disablement*.

- v) **Serious Medical Conditions** means an *Insured Person* suffers a *Disablement* as a result of one of the following conditions: Dementia; Motor Neuron Disease; Multiple Sclerosis; Primary Pulmonary Hypertension; Permanent Paralysis; Parkinson Disease; Stroke; Total Blindness; Total Deafness; Total Loss of *Limb*.
- w) **Sickness** means an illness (including a *Degenerative Condition*) which is first contracted or which the *Insured Person* first becomes aware of whilst *Continuous Cover* is in force, which continues for a period of not less than the *Waiting Period* and excludes any *Pre-Existing Sickness* and any *Injury*.
- x) **Statutory Benefits** means a weekly benefit payment to an *Insured Person* from a relevant Workers' Compensation Insurer or authority or as a result of a transport accident.
- y) **The Schedule** means the schedule listing the benefits and limits which is issued by *Us* to the *Policy Owner*.
- z) **Total Disablement** means that as a result of *Injury* or *Sickness* the *Insured Person* is prevented from engaging in his or her usual occupation in Australia for which they are employed and Premiums are paid on their behalf. The *Insured Person* must be *Actively At Work* at the time the said *Injury* or *Sickness* occurs, and must be medically certified and under the regular care of and acting in accordance with the instructions or professional advice of a *Medical Practitioner* other than the *Insured Person*.
- aa) **Waiting Period** means the continuous period stated in *The Schedule* before a *Benefit* is payable, commencing with the first day of *Disablement*, as certified by a *Medical Practitioner*, other than the *Insured Person*. If the *Insured Person* returns to work during the waiting period, the waiting period starts again unless they return to work once and for a period of no more than 5 consecutive days, as certified by a *Medical Practitioner*.
- bb) **You/Your** means *Policy Owner*, as shown in *The Schedule*.
- cc) **We/Our/Us** means Underwritten By, as shown in *The Schedule*.

A reference to legislation, statutory order, section, subsidiary instrument or part in this document includes a reference to any replacement or reenacting or amending or equivalent legislation, statutory order, section, subsidiary instrument or part.

(viii) **Special Provisions**

1. Aggregate Limit of Liability/Maximum Benefit, is shown in your Certificate of Insurance.
2. *Benefit* shall not be payable:
 - a) For the *Waiting Period*; or
 - b) In excess of the Maximum Benefit Period, as specified in *The Schedule*, in respect of any one *Injury* or *Sickness*; or
 - c) Beyond 28 days after the date of death for an *Insured Person*; or
 - d) If the *Insured Person* attains the Maximum Age Limit, as specified in *The Schedule*; or
 - e) If the *Insured Person* fails to provide the further information requested by *Us*; or
 - f) If the *Insured Person* fails to follow medical treatment or advice. Any number of days where the *Insured Person* fails to follow medical treatment or advice will be deducted off the Maximum Benefit Period shown in *The Schedule*; or
 - g) If a fraudulent claim is made in respect of the *Insured Person*; or
 - h) If the *Insured Person* is serving a prison sentence. Any number of days where the *Insured Person* is incarcerated will be deducted off the Maximum Benefit Period shown in *The Schedule*
 - i) If an *Insured Person* agrees to commute their claim; or
 - j) If the *Insured Person* has previously received a Total and Permanent Disablement (TPD) settlement for the same or related condition; or
 - k) Once the *Insured Person* is deemed fit to return to work by a *Medical Practitioner*; or
 - l) If at the date of *Disablement*, the *Insured Person* is not employed; or
 - m) If at the date of *Disablement* the *Policy Owner* has failed to pay the premium on behalf of the *Insured Person*.
3. *Benefit* shall be paid to the *Insured Person* and is subject to taxation as per the ATO requirements, unless agreed otherwise by *Us*.
4. *Benefit* shall be payable fortnightly in arrears or such other period as may be agreed between *You* and *Us* from time to time and case to case, commencing at the end of the first fortnight after the *Waiting Period*. *Benefit* for a period of less than one fortnight will be paid at the rate of one-fourteenth (1/14th) of the *Benefit* for each day during which *Injury* or a *Sickness* continues.
5. If an *Insured Person* suffers a recurrence of *Disablement* while ever *Continuous Cover* was in force from the same or related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period and a new *Waiting Period* will not apply.

For the avoidance of doubt, where an *Insured Person* has a *Mental Illness* claims, all *Mental Illness* claims will be deemed as the one (1) claim and a continuation of the prior period.

We are not liable to pay a *Benefit* relating to any further *Disablement* caused by the same or related *Injury* or *Sickness* once the maximum *Benefit Period* expires.
6. Where an *Insured Person* suffers an *Injury* or *Sickness* that results in a *Disablement* for an *Degenerative Condition* that occurs whilst *Continuous Cover* is in force, the maximum *Benefit Period* will be limited to;
 - i. Twenty-six (26) weeks for an *Insured Person* which has had less than one (1) years of *Continuous Cover*;
 - ii. Fifty-two (52) weeks for an *Insured Person* which has had more than one (1) years of *Continuous Cover* but less than two (2) years of *Continuous Cover*;
 - iii. no reduction will occur where an *Insured Person* has had more than two (2) years of *Continuous Cover*.
7. Where an *Insured Person* requires *Reconstructive Surgery* then the claim will be considered a continuation of the earlier claim and no new waiting period will apply.

8. Where an *Insured Person* suffers *Disablement* through an *Aggravation* the *Benefits* will only be payable for the duration of the aggravation and not for the underlying condition. Subject to a Maximum Benefit Period of twenty-six (26) weeks as shown in *The Schedule*.
9. In the case where an *Insured Person*, after the expiry of the *Waiting Period*, receives or should receive any not at work related payments *We* will pay the difference between the amount the *Insured Person* receives or should receive and the *Benefit* shown in *The Schedule*.
10. Where an *Insured Person* suffers a work-related *Injury* or *Sickness* as certified by the *Medical Practitioner* and for whatever reason fails to lodge a Workers Compensation claim or fails to provide all the requested information to the Workers Compensation Authority or not covered by a Workers Compensation scheme, *We* will offset the following amounts from any *Benefits* payable:
 - a. 100% of *Income* for the first 13 weeks after the *Waiting Period* ceases;
 - b. 85% of *Income* between the 14th week and 26th week after the *Waiting Period* ceases;
 - c. 75% of *Income* for the 27th week after the *Waiting Period* ceases.

The above is subject to the Maximum Benefit Period listed in *The Schedule*.

11. *We* will pay the difference between the *Statutory Benefits* and amount per week specified in *The Schedule* for as long as the *Insured Person* is entitled to receive the *Statutory Benefits* or the end of the Maximum Benefit Period, whichever occurs first.

If the relevant Workers Compensation Insurer or Authority decides to cease weekly *Statutory Benefits*, *We* will cease *Benefit* payments also.

12. If an *Insured Person* suffers an *Injury* or *Sickness* whilst on employer-approved Parental leave *We* will consider a claim on the same basis as if the *Insured Person* was not on leave, except that:
 - i. *Benefit* shall only become payable from the date the employer-approved Parental leave was due to cease.
 - ii. Once the date of *Disablement* is established, if the period of Parental leave remaining is greater than the elected *Waiting Period*, no new *Waiting Period* will be required to be served.
 - iii. The *Income* of an *Insured Person* who has been on employer-approved leave will be averaged over the twelve (12) month period directly prior to the employer-approved leave commencing.

13. If any provision of this Policy is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Policy will remain in full force and effect. Any provision of this Policy held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

14. *Insured Person* who was covered by a previous Income Protection policy covered through *Us* via Windsor Income Protection Pty Ltd or Energy Super, and who transferred to this Policy will have their continuous coverage under that previous policy recognised when considering claim, provided:
 - i. Their cover under this Policy remains continuous;
 - ii. The *Benefit* payable and *Waiting Period* applied to a claim relating to a *Sickness* or an *Injury* that first occurred prior to their cover commencing under this Policy will match their previous policy, provided it does not exceed this Policy's as shown in *The Schedule*.

Any claims considered as a result of this provision will have the lesser *Benefits* from either this Policy or the previous income protection policy applied to their claim.

15. If you reside or travel outside Australia whilst on claim, your *Total Disablement* benefit or *Partial Disablement* benefit will stop at the expiry of 6 consecutive months after you depart Australia where you have remained outside Australia for the entire 6 consecutive months and a *Disablement* benefit has been paid or is payable for those 6 months.

You may request recommencement of your benefits if you return to Australia after the 6 consecutive months, provided that your cover had not ceased on the date you departed Australia and you have provided satisfactory evidence for assessment of any further payment. Any recommencement will be at the insurer's discretion.

Where you submit a claim whilst you are outside Australia, our Insurer may require you to return to Australia at your own expense for assessment of your claim (including having you assessed by one or more Medical Practitioners) before the Insurer progresses the assessment of the claim any further, unless the Insurer is satisfied you are unable to return to Australia for medical reasons.

16. Any benefits for *Injury* caused by or arising out of a *Cyber Act* or a *Cyber Incident* are payable, subject to the terms, conditions, limitations and exclusions of this policy.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any *Computer SYSTEM*.

Cyber Incident means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any *Computer System*; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any *Computer System*.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by *The Insured* or any other party.

17. In the case where an *Insured Person* at the commencement of the *Disablement* is unemployed, no *Benefits* are payable for a claim as there is no income to protect, unless the *Insured Person* has already accepted a position with an employer that was due to commencement within one-hundred twenty (120) days.

For the purpose of *Income* and calculating an *Insured Person's* weekly *Benefit*, any periods not worked and or unemployment, will be included classed as Nil within the *Benefit* calculation.

(ix) **Conditions**

1. Payment of Premium

The Premium Rates listed in *The Schedule* are payable on a monthly basis for each nominated *Insured Person* whilst they are employed, including periods they are not working or on claim.

Premium rates are to be calculated on the basis of each and every Friday within that month.

Where an *Insured Person* commences or ceases employment for a period of less than one (1) complete week, the Premium Rate will be calculated at the rate of one-seventh (1/7th) of the Premium Rate listed in The Schedule.

The overall cost of the Policy consists of the Premium, administration fee(s) and government taxes (Goods & Services Tax (GST) and Stamp Duty), where applicable. Stamp Duty is payable on the Premium and GST depending on the location of the risk being insured. A breakdown of the Premium and applicable charges will be shown on Your Schedule of Insurance. Depending on Your entitlement to claim GST credits under this Policy, *We* may reduce the payment of any claim by the amount of any GST credit.

2. Non-Payment of Premium

If at the time of making a claim under this Policy it is found that the premium has not been paid for the *Insured Person*, cover shall be deemed to have ceased from the date premiums were paid to.

If at the time of making a claim under this Policy it is found that the installment Premium has remained unpaid for a period of thirty (30) days or more past the last *Premium Due Date*, then *We* can delay payment of the claim until this premium has been received by *Us*.

If premiums remain in arrears for a further period of thirty (30) days or more then *We* may cancel this Policy by giving *You* thirty (30) days written notice.

If this Policy is cancelled due to Non Payment of Premium, the amount owing will be deducted from any outstanding claim payments.

This condition applies as each and every premium instalment becomes due and cannot be disregarded because *We* may have previously accepted an instalment after thirty (30) days.

If at any time the premium is more than thirty (30) days in arrears we will notify *Policy Owner* in writing and allow *Policy Owner* fourteen (14) days to rectify the premium arrears prior to taking any further action.

3. Premium Increase

After the guaranteed period stated in *The Schedule* *We* may vary premium payments under this Policy. Such premium variation shall be notified to *You* in writing and will take effect from the next *Premium Due Date*.

4. Time of the Payment of Claim

Benefit other than periodic payment will be paid immediately upon receipt of due written proof of the Claim. Periodic payment will be paid in the manner specified under section (vii) Special Provision 4.

5. Clerical Error

Any clerical error by any of the parties to this insurance shall not invalidate this insurance, nor shall this insurance continue if it was not validly in force.

6. Fraud

Any fraud, misstatement or concealment by *You* or an *Insured Person* in relation to any matter affecting this insurance or in connection with the making of any claim under it will give *Us* the rights provided for in the Insurance Contracts Act 2013, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Policy.

7. Code of Practice

This Policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

8. Complaints and Disputes

If *You* have any concerns or wish to make a complaint in relation to this policy, our services or *Your* insurance claim, please let *Us* know and *We* will attempt to resolve *Your* concerns in accordance with *Our* Internal Dispute Resolution procedure. Please contact n2n Claims Solutions in the first instance:

Complaints Officer
n2n Claims Solutions
Post: Locked Bag 3111, RHODES NSW 2138
Phone: 1800 999 626
Email: info@n2nclaims.com.au

We will acknowledge receipt of *Your* complaint and do our utmost to resolve the complaint to *Your* satisfaction within 10 business days.

If *We* cannot resolve *Your* complaint to *Your* satisfaction, *We* will escalate *Your* matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to *You* within 30 calendar days of the date on which *You* first made the complaint.

You may refer *Your* complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if *Your* complaint is not resolved to *Your* satisfaction within 30 calendar days of the date on which *You* first made the complaint:

AFCA can be contacted as follows:
Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001

Your complaint must be referred to AFCA within 2 years of the final decision. If *Your* complaint is not eligible for consideration by AFCA, *You* may be referred to the Financial Ombudsman Service (UK) or provided with other options.

9. Service of Suit

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16, 1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance Immediate Notice should be given to:

n2n Claims Solutions
Locked Bag 3111, RHODES NSW 2138
Phone: 1800 999 626
info@n2nclaims.com.au

10. Privacy

WIP is committed to protecting the privacy of the personal information *You* provide *Us*. WIP collects, uses and retains *Your* personal information in accordance with the Australian Privacy Principles.

We need to collect the personal information on the applicable proposal form to consider *Your* application for insurance and to determine the premium (if *Your* application is accepted) when *You* are applying for, changing or renewing an insurance policy with *Us*. This information will also be used if *You* lodge a claim under *Your* policy. *We* may also need to request additional information from *You* in connection with your application or a claim. If *You* do not provide *Us* with this information, or any additional information *We* request, *We* may not be able to process *Your* application or offer *You* insurance cover or respond to any claim.

We may collect the following personal information:

Your name, date of birth, address, other contact details, occupation, financial information such as *Your* bank account details, details of the items *You* want to insure (including the location of those items where this applies) or the cover *You* want to take out, details of any other people *You* are including on the proposal or policy, and details of insurance claims *You* have made.

We may also collect the following sensitive personal information about *You* and any other people *You* are including on the proposal or policy. *We* will obtain consent before collecting sensitive personal information unless *We* are required or permitted by law to collect it without consent.

Medical details, details of any criminal convictions and details of any insurance claims made (including details of personal injuries or medical conditions)

We may disclose the personal information we collect:

- (a) To our relevant employees involved in delivering our services;
- (b) If *Your* insurance broker collects this form from *You*, to that broker;
- (c) To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- (d) *Our* appointed third party administrators (TPAs) for claims assessment and administration services;
- (e) *Our* service providers based within Australia or overseas, such as the United Kingdom, who assist *Us* in delivering *Our* services;
- (f) To the insurance companies with whom we transact business;
- (g) To the Lloyd's Syndicates we represent (which are located in the United Kingdom);
- (h) To insurance reference bureau, credit reference bureau or dispute resolution organisations;
- (i) To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where *We* do disclose the information as above the recipient may hold the information in accordance with its own privacy statement/policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. *We* may also be required to provide *Your* personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

By completing and returning a proposal form or providing *Us* with any additional information in connection with *Your* application, *You* agree to us using and disclosing your information as set out above. This consent to the use and disclosure of *Your* personal information remains valid unless *You* alter or revoke it by giving us written notice.

When *You* give *Us* personal information about other individuals, *We* rely on *You* to make or have made the individual aware that *You* will or may provide their personal information to *Us* and the types of other parties and service providers *We* may provide it to, for the relevant purposes *We* and the other parties and service providers will use it for, and how they can access it. If *You* have not done so, *You* must tell *Us* before *You* provide the relevant personal information to *Us*.

You may request access to *Your* personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If *You* would like to access a copy of *Your* personal information or *You* wish to correct or update *Your* personal information, please contact *Us* on info@windsorip.com.au.

If *You* have any concerns about how *We* are collecting and processing *Your* personal information, *You* may raise a complaint by email at info@n2nclaims.com.au. If *You* are dissatisfied with *Our* response, *You* may refer the matter to the Office of the Australian Information Commission (OAIC). The OAIC contact details can be found at www.oaic.gov.au

11. Subrogation/Benefit Offset

- a) If *We* make *Benefit* payments under this Policy to an *Insured Person*, and the *Insured Person* receives any payments:
- i. from former employer, current employer, business income or other similar source;
 - ii. from a *Benefit* paid under this Policy for an unrelated condition;
 - iii. from any other wage protection, income protection, injury or illness policy (except for Total and Permanent Disability (TPD) claim under such an insurance policy);
 - iv. from any workers compensation insurer, compulsory third party motor vehicle insurer or public liability insurer;
 - v. from any government authority or government instrumentally in the form of a pension or allowance;
 - vi. by way of commission payments or remuneration relating to the period(s) from which the *Insured Person* is paid under this Policy.

Where a common law, worker's compensation or statute lump sum payment is received as a result of the *Injury* or *Sickness*, we will convert that payment to income on the basis of 1% of the total lump sum amount for each week a *Benefit* is paid, up to the maximum of the *Benefit* amount that was paid for each week.

Then *We* are entitled to recalculate and reduce the *Benefit*, to the *Insured Person*, under this Policy, by any amount received from any of the above.

- b) Any difference between the *Benefit* paid and the recalculated *Benefit* shall be repaid. If *We* are not fully repaid, *We* can reduce future *Benefits* by the amount of the unpaid difference and/or be entitled to a repayment of the recalculated *Benefits*.
- c) If an *Insured Person* receives payments from any of the categories in (a) above, after the *Benefit* has been paid by *Us*, then *We* are entitled to a repayment of the recalculated *Benefit* in full.

- d) The *Insured Person* is obliged to disclose to *Us* immediately details of any payments received, in accordance with (a) above, either before, during or after receiving their *Benefit* under this Policy.

12. Choice of Law and Jurisdiction

In the event of a dispute arising under this Policy *We*, at the request of *the Policy Owner* will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.

13. Surrender Value

No surrender value is acquired under this Policy.

14. Cancellation

Who can cancel this policy;

- a) *You* may cancel your policy at any time by notifying *Us* in writing. The cancellation will take effect from the date and time of your written cancellation request is received or if the date is in advance, at 12:01am Australian Eastern Standard Time on the date you advise in *Your* written cancellation request. If you cancel *We* will refund the premium for *Your* policy less any amount which covers the period for which *You* were insured, *We* will not refund *Your* premium if *We* have paid any claim made by *You* prior to receipt of *Your* written cancellation.

We may cancel this policy by giving thirty days' notice in writing to *You* at *Your* address on our file upon breach by *You* of any of its conditions including a condition relating to the payment of premium, or for any other reason available to *Us* at law. Upon cancellation of the policy by *Us*, *We* will refund the premium for the unexpired period of insurance, unless fraud has occurred or there has been a claim under the Policy for the unexpired period.

15. Change in Law

We reserve the right to vary premiums and / or the terms under this Policy upon written notification to *You* in the event of any change in the law and as a result:

- a) it becomes impractical or impossible to carry out our obligations; or
b) our Policy is inconsistent with the law; or
c) Government charges relating to the Policy are imposed or changed.

16. Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

17. Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

(x) **Making a Claim**

1. Claims Procedure

- (a) As soon as the *Policy Owner* and/or *Insured Person* becomes aware of anything happening which may result in a claim under this Policy of the *Policy Owner* and/or *Insured Person* must notify *Us* as soon as possible, explaining about the potential claim.

Written notice must be given to:

n2n Claims Solutions
Locked Bag 3111 RHODES NSW 2138
Email: info@n2nclaims.com.au
Phone: 1800 999 626

or such other address as *We* may advise *You* in writing.

- (b) All certificates and evidence (subject to clause (c) below) required by *Us* shall be furnished as required at the *Insured Person's* expense as often as is reasonably required.
- (c) In order to assess a claim an *Insured Person* shall submit to a medical examination:
- i. If in Australia - at *Our* expense as often as is required.
 - ii. If outside Australia – the *Insured Persons* may be required to return to Australia. Once having returned to Australia, the medical examination will be at *Our* expense as often as is required.
 - iii. If an *Insured Person* fails to attend a medical examination;
 - the cost of the examination as charged by the examiner will be deducted from any benefit payment;
 - the *Benefit* payments will cease until such time as the *Insured Person* submit to the examination and they are certified as meeting the definition of *Disablement*.
- (d) For all claims relating to a *Mental Illness*, the *Insured Person* will be required to provide such certificates, diagnosis and evidence from a legally qualified Psychiatrist / Psychologist for that condition.

2. Proof of Claim

Written Proof of Claim must be furnished to *Us*, via n2n Claims Solutions Pty Ltd, within ninety (90) days after the date of the *Injury* or *Sickness*. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to do so, provided that the proof is furnished as soon as is reasonably possible, subject to the provisions of the Insurance Contract Act 1984, as amended from time to time.

3. Report of Claim

We will, upon receipt of a notice of claim, furnish such forms as are usually required by *Us* for filing Proof of Claim.

(xi) **Exclusions**

This policy shall not apply to any *Injury* or *Sickness* directly or indirectly caused by or resulting from:

1. Any consequence of war, terrorism, invasion or civil war
2. Any act which results in an *Insured Person* being charged by the police. Should the *Insured Person* subsequently be found not guilty of the act in question, this exclusion will not apply. This does not include traffic infringements other than those related to driving under the influence of alcohol or drugs or considered a criminal act.
3. Directly or indirectly, wholly or partially, as a result of a deliberate self-inflicted act;
4. Any *Pre-Existing Sickness*, as defined under section (vi) Definitions (r)
5. Pregnancy, childbirth or miscarriage other than;
 - a) A complication arising from pregnancy which requires hospitalisation for greater than 24 hours within the first thirty-three (33) weeks of pregnancy. All benefit payments will cease at the date of birth and/or termination of the pregnancy. No benefit shall be payable for any complications arising after the thirty third week of pregnancy.

or

 - b) A new *Injury* or *Sickness* which occurs during childbirth or miscarriage. The waiting period will commence from the conclusion of the Government's and/or Employer's paid maternity (parental) leave benefit period, whichever is the greater.

No *Benefits* shall be payable during any period of parental leave.

6. An *Insured Person* being a pilot or crew member of any aircraft; or engaging in any aerial activity except as a passenger in a properly licensed aircraft.
7. Any *Professional Sporting Activities*.
8. An *Insured Person* operating a motorised vehicle being under the extreme influence of intoxicating liquor or having taken an illegal drug. For the purposes of this exclusion extreme influence shall be considered to be a Blood Alcohol Concentration of 0.05% and above when the *Insured Person* is driving a motorised vehicle.
9. Any *Injury* or *Sickness* which is directly or indirectly associated in anyway with the use of any drug(s) not prescribed by a registered medical practitioner and not used as per registered medical practitioner's instructions.
10. Any injury that occurs prior to the *Insured Persons Continuous Cover*.
11. Any treatment and/or rehabilitation for any illicit substance abuse or dependency related conditions.
12. Any service in the armed forces of any country.

13. Nuclear / Chemical / Biological Terrorism

Regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an 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 governments(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Underwriters allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the insured.

Head Office

Sydney
Ground Floor, Building A
1 Homebush Bay Drive Rhodes NSW 2138

Locked Bag 3111 Rhodes NSW 2138

Offices also located

Melbourne – Brisbane

Australia wide
T 1300 547 996
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DOCUMENT:
SalaryShield ETUM 0122ASPWSSETUM

DATE ISSUED:
as at 31/01/2022