

# WIP

## Group Personal Accident & Sickness Policy Wording

For

### CS Energy Corporate



  
**wip**  
UNDERWRITING  
AGENCY  
KEEPS YOU IN THE GAME

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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 BENEFIT's 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 14 days of its receipt and, subject to no claim being made, WE will refund in full any premium paid.

## Your Duty of Disclosure

Before you enter into or renew an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

If WE ask you questions that are relevant to OUR decision to insure you and on what terms, you must tell US anything that YOU know and that a reasonable person in the circumstances would include in answering the questions.

Also, WE may give you a copy of anything you have previously told US and ask you to tell US if it has changed. If WE do this, you must tell US about any change or tell US that there is no change.

If you do not tell US about a change to something you have previously told US, you will be taken to have told US that there is no change.

You have this duty until WE agree to insure you or renew the insurance contract.

### If you do not tell US something

If you do not tell US anything you are required to tell US, WE may cancel your insurance contract or reduce the amount WE will pay you if you make a claim, or both.

If your failure to tell US is fraudulent, WE may refuse to pay a claim and treat the insurance contract as if it never existed.

## General Advice Warning

Any advice WE give you is general in nature, it does not take into account any of your personal objectives, financial situation or needs. Before you make a decision about whether to acquire a policy, you should obtain and read this policy and disclosure documents, to ensure this product is appropriate for you.

## Changes in legislation

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.

## A. The Schedule

<b>Policy Number:</b>	<b>NM2410738</b>
<b>UMR:</b>	<b>B0793NM2410738</b>
<b>Class of Business:</b>	Personal Accident and Sickness
<b>Interest:</b>	Weekly Benefits
<b>Full Time Cover:</b>	24 hours / 7 days per week / 365 days per year
<b>Policy Period:</b>	<b>From: 11 October 2024 To: 11 October 2027</b>
	Both days 12:01am at Local Standard Time at the Address stated below
<b>Commencement Date:</b>	<b>11 October 2024</b>
<b>Insured:</b>	CS Energy Corporate
<b>Address:</b>	Level 12, 31 Duncan Street, Fortitude Valley QLD 4006
<b>Insured Persons:</b>	All Employees of the INSURED as declared and on behalf of whom the INSURED pays a Premium to the Insurer.
<b>Weekly Injury &amp; Sickness Benefits:</b>	
<b>(i) TOTAL DISABLEMENT:</b>	Up to 80% of INCOME to a maximum weekly benefit of \$2,500
<b>(ii) PARTIAL DISABLEMENT</b>	As defined
<b>(iii) WORKERS COMPENSATION TOP UP</b>	Subject to our Maximum Benefit as set out in THE SCHEDULE, WE will pay up to 100% of INCOME in combination with the Workers Compensation benefit
<b>Maximum Benefit Period:</b>	The lesser of; <ol style="list-style-type: none"> <li>104 weeks or to the date the INSURED PERSON turns 67 years, whichever occurs first. INSURED PERSON'S aged 67 &amp; above - 52 weeks or to the date they turn 70 years, whichever occurs first. If on claim when they turn 67 years, the INSURED PERSON will receive an additional 52 weeks but only to a maximum of 104 weeks total BENEFIT; or</li> <li>For any claims related to MENTAL HEALTH CONDITION (Non Work Related), 26 weeks or to the date the INSURED PERSON turns 70 years, whichever occurs first; or</li> <li>For any claims related to AGGRAVATION, the BENEFIT PERIOD is restricted to a maximum of 26 weeks in total or to the date the INSURED PERSON turns 70 years, whichever occurs first.</li> </ol>
<b>Waiting Period:</b>	60 consecutive days
<b>Maximum Age Limit:</b>	70 years
<b>Territorial Limits:</b>	Work Related:           Australia Non-Work Related:    Worldwide

<b>Payment Terms:</b>	Payable monthly in arrears
<b>Rate Guarantee:</b>	36 months
<b>Guaranteed Renewal:</b>	Provided that all terms and conditions of the Policy, including the payment of premiums, have been complied with we guarantee we will offer renewal terms to the Insured at the expiry of the rate guarantee period.
<b>Underwritten By:</b>	Certain Underwriters at Lloyd's

## **B. The Policy Wording**

### **(i) Scope of Cover**

Insurance has been affected between US and THE INSURED 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**

#### **(a) Existing nominated employees of the INSURED**

1. Cover shall commence for all nominated employees of the INSURED who are ACTIVELY AT WORK on the Policy's COMMENCEMENT DATE provided premiums shown in THE SCHEDULE have been paid by YOU to US within 60 days of the Policy commencing. If the premiums have not been received within the 60 days, cover will only commence from the date the premium is received and cover will be subject to NEW EVENTS only.
2. For those nominated employees, not ACTIVELY AT WORK on the Policy's COMMENCEMENT DATE, cover shall commence when they recommence employment and become ACTIVELY AT WORK, provided premiums shown in THE SCHEDULE have been paid by YOU to US within 60 days of the those employees being ACTIVELY AT WORK, cover will be subject to NEW EVENTS only. If the premiums have not been received within the 60 days, cover will only commence from the date the premium is received and cover will be subject to NEW EVENTS only.

#### **(b) NEW NOMINATED EMPLOYEES OF THE INSURED**

Cover for newly nominated employees of the INSURED will commence from the effective date of employment, provided they are ACTIVELY AT WORK and premiums are paid from that date within 60 days of the PREMIUM DUE DATE. If the premiums have not been received within the 60 days, cover will only commence from the date the premium is received and cover will be subject to NEW EVENTS only.

### **(iii) Cessation of Cover**

Cover for an INSURED PERSON under this policy ceases when any of the following occur;

- when the INSURED PERSON reaches the Maximum Age Limit as stated in THE SCHEDULE; or
- when the INSURED PERSON is no longer employed by THE INSURED; or
- when an INSURED PERSON is employed as a casual employee with THE INSURED and the period since the last day of engagement was 60 consecutive days or more; or
- when Premiums are no longer paid to US on behalf of the INSURED PERSON; or
- when the policy is cancelled by either THE INSURED or US, within the parameters of the cancellation provisions of this Policy.

**(iv) Takeover Terms**

WE agree to provide cover under this Policy for an INSURED PERSON who had previous cover under an agreed previous policy 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; 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.

(v) **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. The training and advice must directly assist the INSURED PERSON to return to work in their occupation or any gainful employment or vocationally retrain the INSURED PERSON within the Maximum Benefit Period.

Assistance may also include family counselling to help the INSURED PERSON and their 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 their occupation or any gainful employment or vocationally retrain the INSURED PERSON within the Maximum 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 12 months, the weekly benefit will be increased up to the Maximum Weekly Benefit set out in THE SCHEDULE from the expiration of the 52 week for as long as the benefit continues to be payable up to a total maximum period of 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 52 week period mentioned above. If the CPI is negative, no escalation in the weekly benefit will apply.



**4. 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 72 hours and within 24 hours of first becoming aware of an INJURY or SICKNESS.

WE will reduce their WAITING PERIOD to zero (0) days for that claim.

(vi) **Definitions**

For or the purpose of the Policy, the following important definitions apply when used in this document. Any word or expression to which a specific meaning has been given in any part of this document shall bear this meaning wherever it may appear in capitals.

- 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 for THE INSURED.

An INSURED PERSON who is on employer-approved paid and or unpaid leave shall also be considered to be ACTIVELY AT WORK provided that the 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) **ANY ONE EVENT** means all insured losses which arise directly from the same cause and which occur during the same period of time and in the same area. Such cause is understood to be the peril which directly occasions the losses or where there are several perils which, in an unbroken chain of causation, have occasioned the losses, the peril which triggered the chain of causation.

As long as they are covered by this Policy, losses occasioned by the perils set out below at letters (a) to (g) shall constitute single events:

- (a) storm due to an atmospheric disturbance usually so designated by a meteorological institute,
- (b) hail and/or thunderstorms and/or tornadoes due to an atmospheric disturbance,
- (c) earthquake, tsunami, volcanic eruption,
- (d) flood by one and the same instance of high water which may have more than one peak and which may occur in one or more bodies of water;
- (e) conflagration
- (f) strike, riot, civil commotion or violent demonstration occurring within the boundaries of one city, town or village
- (g) any communicable disease arising from a single source or pathogen

The following hours clause is then applied. ANY ONE EVENT shall thus encompass a continuous period of time starting with the occurrence of THE INSURED's first individual loss and lasting;

- 72 hours for perils mentioned under (a), (b), (e) and (f)
- 168 hours for perils mentioned under (c) and (d) as well as those perils not referred to above but covered by this Policy
- 504 hours for perils mentioned under (g)

In the case of differing perils which are not connected to each other by an unbroken chain of causation, the applicable number of hours corresponds to those of the peril which has caused the largest amount of damages.

In the case of more than one event, if it is impossible to allocate any losses, THE INSURED shall allocate them to the event whose cause is most likely to have occasioned them.

In case of uncertainty over scientific issues, the parties agree to seek expert advice from a neutral and recognised organisation.

- d) **BENEFIT/S** means the Weekly Injury & Sickness benefits as set out in THE SCHEDULE.

- e) **COMMENCEMENT DATE** means the Commencement Date as set out in THE SCHEDULE.
- f) **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 PERSON or any other party.
- g) **CONTINUOUS COVER** means an unbroken period of time that an INSURED PERSON has been covered under an Income Protection policy provided to YOU. 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.
- h) **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.
- i) **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.
- j) **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).
- k) **DISABLEMENT** means TOTAL DISABLEMENT or PARTIAL DISABLEMENT.
- l) **EMPLOYER-APPROVED LEAVE** means where an INSURED PERSON has been granted permission by the INSURED to take a specified period of leave. The terms of this leave must be agreed upon in writing by both the INSURED PERSON and the INSURED, including a defined end date for the leave, prior to that leave commencing.
- This definition does not include any period during which an INSURED PERSON is stood down by the INSURED under Sections 524-525 of the Fair Work Act 2019 (Cth).
- m) **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 their usual employment with the INSURED, 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 also includes any Weekly Injury & Sickness Benefits paid under this policy for benefit periods within the specified 52-week period, but excludes reimbursement expenses, long service leave paid but not taken, and any other non-regular income.
- n) **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.
- o) **THE INSURED** means the Insured, as shown in THE SCHEDULE and the entity that pays the premium to US.

p) **INSURED PERSON(S)** means a nominated employee of THE INSURED who is ACTIVELY AT WORK and for whom the premiums shown in THE SCHEDULE have been paid by YOU to US on behalf of the nominated employee.

q) **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 HEALTH CONDITION, 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.

r) **MENTAL HEALTH CONDITION(S)** 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 or anxiety conditions; fibromyalgia or mental disease and associated disorders.

s) **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 INSURED on behalf of the employee.

t) **NEW NOMINATED EMPLOYEES OF THE INSURED** means an INSURED PERSON who commenced employment with the INSURED after the COMMENCEMENT DATE and who had not been previously employed by the INSURED within the POLICY PERIOD.

u) **PARTIAL DISABLEMENT** means that as a result of an INJURY or SICKNESS an INSURED PERSON is prevented from engaging in a substantial part of their usual occupation in Australia for which they are a member of THE INSURED. 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 PARTIAL 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 their pre-disability INCOME, multiplied by the % BENEFIT 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 by THE INSURED, then the compensation payable will be reduced to 25% of the BENEFIT for TOTAL DISABLEMENT per week.

v) **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.

- w) **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 within 2 years prior to the date of commencement, recommencement or increase of their cover under the Policy. However, such condition will be covered provided:
- i. the INSURED PERSON meets the Definition of NEW NOMINATED EMPLOYEES OF THE INSURED; or
  - ii. an INSURED PERSON has been given a full medical clearance from a MEDICAL PRACTITIONER and ceased all treatment or advice for at least 6 consecutive months during CONTINUOUS COVER; or
  - iii. an INSURED PERSON has had 1 year of CONTINUOUS COVER under this Policy prior to the time of their DISABLEMENT and had been ACTIVELY AT WORK for at least the final 2 months of the 1 year prior to the DISABLEMENT which leads to the claim.
  - iv. the INSURED PERSON was covered by a previous Income Protection policy as at the COMMENCEMENT DATE and has had more than 1 year combined CONTINUOUS COVER under the previous policies, provided, their cover under this Policy remains continuous.
- x) **PREMIUM DUE DATE** means 15<sup>th</sup> day of each month, payable monthly in arrears.
- y) **PROFESSIONAL SPORTING ACTIVITIES** means participating in any sporting activity, including training for that activity, where the INSURED PERSON earns more than 50% (including any sponsorship they receive) of their annual gross INCOME from THE INSURED from that activity.
- z) **RECALCULATED BENEFIT** means the difference between the benefit payable under the policy to the INSURED PERSON less any payment the INSURED PERSON receives as described under clause 10 Subrogation/Benefit Offset.
- aa) **THE SCHEDULE** means the schedule listing the benefits and limits which is issued by US to the INSURED.
- bb) **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.
- cc) **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.
- dd) **SICKNESS** means a medically diagnosed 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.
- ee) **STATUTORY BENEFIT** 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.
- ff) **TOTAL DISABLEMENT** means that as a result of INJURY or SICKNESS the INSURED PERSON is prevented from engaging in their usual occupation in Australia for which they are a member of THE INSURED. 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.
- gg) **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.

- hh) **WORKERS COMPENSATION TOP UP** means if an INSURED PERSON suffers an INJURY or SICKNESS while covered by this Policy which is accepted by the workers compensation authority, while ever they are in receipt of weekly payment from the authority, WE will top up the workers compensation benefit payment for a maximum of 104 weeks to the amount listed on THE SCHEDULE under Workers Compensation Top Up subject to OUR payment not exceeding the Maximum Benefit set out in THE SCHEDULE.
- ii) **YOU/YOUR** means THE INSURED, as shown in THE SCHEDULE.
- jj) **WE/OUR/US/INSURER** means Underwritten By, as shown in THE SCHEDULE.

(vii) **Special Provisions**

1. BENEFIT shall not be payable:
  - a) For the WAITING PERIOD;
  - b) In excess of the Maximum Benefit Period, as specified in THE SCHEDULE, in respect of any one INJURY or SICKNESS;
  - c) Beyond the date of death for an INSURED PERSON;
  - d) If the INSURED PERSON attains the Maximum Age Limit, as specified in THE SCHEDULE;
  - e) If the INSURED PERSON fails to provide the further information requested by US;
  - 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;
  - g) If a fraudulent claim is made in respect of the INSURED PERSON;
  - 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 the INSURED PERSON has previously received a full and final settlement for the same or related condition;
  - j) Once the INSURED PERSON is deemed fit to return to work by a MEDICAL PRACTITIONER;
  - k) If an INSURED PERSON suffers a work-related INJURY/SICKNESS as a result of their employment by another Employer who is not THE INSURED.

2. Aggregate Limit of Liability. OUR total liability for all claims arising from this Policy from ANY ONE EVENT during any Policy Period shall not exceed AUD2,000,000.

Furthermore any claims arising from chartered or unscheduled flights shall not exceed AUD500,000 ANY ONE EVENT.

In the event that claims made under this Policy exceed the Aggregate Limit of Liability, then the amount by which the claims exceed it will be proportionally reduced.

3. BENEFIT shall be paid to the INSURED PERSON and is subject to taxation as per the Australian Taxation Office (ATO) requirements, unless agreed otherwise by US.
4. BENEFIT for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the Weekly Benefit for each day during which INJURY or a SICKNESS continues.
5. BENEFIT shall be payable fortnightly or monthly in arrears or such other period as may be agreed between INSURED PERSON and US from time to time and case to case, commencing at the end of the first fortnight after the WAITING PERIOD.
6. If an INSURED PERSON suffers a recurrence of DISABLEMENT 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 MENTAL HEALTH CONDITION claims, all MENTAL HEALTH CONDITION claims will be deemed as the one 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 cause or causes for an INJURY or SICKNESS once the Maximum Benefit Period expires. Subject to the terms of this policy and payment of Premium, WE will be liable to pay a BENEFIT for any further DISABLEMENT which is caused by an unrelated INJURY or SICKNESS.

7. 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.
8. 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 14<sup>th</sup> week and 26<sup>th</sup> week after the WAITING PERIOD ceases;
  - c. 75% of INCOME for the 27<sup>th</sup> week after the WAITING PERIOD ceases.
9. 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.
10. Where an INSURED PERSON suffers a DISABLEMENT through:
  - a. a DEGENERATIVE CONDITION; and/or
  - b. suffers an injury and there is no identifiable event.

The Maximum Benefit Period in THE SCHEDULE will apply.
11. Where an INSURED PERSON suffers DISABLEMENT through an AGGRAVATION of a underlying condition the BENEFIT will only be payable for the duration of the AGGRAVATION and not for the underlying injury. The Maximum Benefit Period for this situation is limited to 26 weeks.
12. 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.
13. Where an INSURED PERSON suffers from any MENTAL HEALTH CONDITION, for the avoidance of doubt, all MENTAL HEALTH CONDITIONS will be deemed as the one condition.
14. If an INSURED PERSON suffers an INJURY or SICKNESS whilst on EMPLOYER-APPROVED 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 LEAVE was due to cease.
  - ii. Once the date of DISABLEMENT is established, if the period of 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 12 month period directly prior to the EMPLOYER-APPROVED LEAVE commencing.
15. 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.
16. If you reside or travel outside Australia (Excluding New Zealand) 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.

17. Any benefits for INJURY or SICKNESS 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.
18. All amounts shown on the Policy are in Australian dollars (AUD).

(viii) **Conditions**

**1. 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 subject to that claim, for the previous month, cover shall be deemed to have ceased.

If at the time of making a claim under this Policy it is found that the instalment Premium has remained unpaid for a period of 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 30 days or more then WE may cancel this Policy by giving YOU 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 30 days.

If at any time the premium is more than 30 days in arrears WE will notify THE INSURED in writing and allow THE INSURED 14 days to rectify the premium arrears prior to taking any further action.

**2. 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.

**3. 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 in Special Provision 5.

**4. 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.

**5. 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.

**6. General 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](http://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](http://www.insurancecode.org.au)

## 7. 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 Windsor Income Protection Pty Ltd (**WIP**) in the first instance:

Complaints Officer  
WIP  
Post: Locked Bag 3111, RHODES NSW 2138  
Phone: 1300 547 966  
Email: [info@windsorip.com.au](mailto:info@windsorip.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](mailto: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 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:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto: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, 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.

## 8. 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 notice should be given as soon as possible to:

n2n Claims Solutions Pty Ltd  
Locked Bag 3111, RHODES NSW 2138  
Phone: 1800 999 626  
[info@n2nclaims.com.au](mailto:info@n2nclaims.com.au)

## 9. 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 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) To the insurance companies with whom WE transact business;
- (e) To the Lloyd's Syndicates WE represent (which are located in the United Kingdom);
- (f) To insurance reference bureau or credit reference bureau;
- (g) 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.

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](mailto:info@windsorip.com.au).

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.

From time to time, WE may use your personal information to send you details of new insurance products or other insurance related information that may be of interest to you. If you do not wish to receive such information, please advise US on (02) 9191 1999.

## **10. Subrogation/Benefit Offset**

- A. If WE make weekly payments under this policy to an INSURED PERSON, and the INSURED PERSON receives any payments, compensation, damages, lump-sum damages or common law damages (except for lump sum benefits received for total and permanent disablement under a Superannuation insurance policy) including but not limited to any payments, compensation,:
- i. from THE INSURED or a former employer, current employer, business income or other similar source;
  - ii. from a Superannuation or pension plan;
  - iii. from any other disability, INJURY or SICKNESS policy; (except for lump sum benefits received for total and permanent disablement under a Superannuation insurance policy);
  - iv. from any Mortgage, Credit Card, Bill payer or similar insurance policy;
  - v. from any workers compensation insurer, compulsory third party motor vehicle insurer or public liability insurer;
  - vi. from any government authority or government instrumentally in the form of a pension or allowance, including but not limited to JobKeeper payments; or
  - vii. by way of commission payments or remuneration relating to the period(s) from which the INSURED PERSON is paid under this policy;
- B. Then WE are entitled to recalculate and reduce the BENEFIT due to the INSURED PERSON, under this policy, by any amount received from any of the above and to pay
- a) a RECALCULATED BENEFIT instead.
  - b) Any difference between the BENEFIT paid and the RECALCULATED BENEFIT shall be repaid by the INSURED PERSON. If the INSURED PERSON does not fully repay US WE can reduce future BENEFITS by the amount of the unpaid difference and/or be entitled to a repayment of the RECALCULATED BENEFIT.
  - c) If an INSURED PERSON receives any payments, compensation, damages, lump-sum damages or common law damages which fall within the scope of paragraph A above, after the BENEFIT has been paid by US. Any difference between the BENEFIT paid and the RECALCULATED BENEFIT shall be repaid by the INSURED PERSON within 30 days of receiving the payment in 10. A. above or interest will apply to the amount to be repaid.
  - d) The INSURED PERSON is obliged to disclose to US immediately details of any payments, compensation, damages, lump-sum damages or common law damages received, which fall within the scope of paragraph A above, either before, during or after receiving their BENEFIT under this policy.

## **11. Choice of Law and Jurisdiction**

In the event of a dispute arising under this Policy, WE, at the request of THE INSURED 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.

## **12. Surrender Value**

No surrender value is acquired under this Policy.

### **13. 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 of YOUR written cancellation or at 12:01am Australian Eastern Standard Time on the date WE receive YOUR written cancellation, whichever is the earlier, 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.
- b) 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.

### **14. 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.

### **15. Sanctions**

It is a condition of this insurance, and the INSURER agrees, that the provision of any cover, the payment of any claim and the provision of any BENEFIT hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such BENEFIT by the INSURER would expose that INSURER to any sanction, prohibition or restriction under any:

- a) United Nations' resolution(s); or
- b) the trade or economic sanctions, laws or regulations of the Australian, European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the INSURER would no longer be exposed to any such sanction, prohibition or restriction.

### **16. 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.

(ix) **Making a Claim**

**1. Claims Procedure**

- a) As soon as THE INSURED or an INSURED PERSON becomes aware of anything happening which may result in a claim under this Policy THE INSURED and/or an INSURED PERSON must notify US as soon as possible, explaining about the potential claim.
- b) Written notice must be given to:  
n2n Claims Solutions Pty Ltd  
Locked Bag 3111 RHODES NSW 2138  
Email: [info@n2nclaims.com.au](mailto:info@n2nclaims.com.au)  
Phone: 1800 999 626
- or such other address as WE may advise YOU in writing.
- c) 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.
- d) 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 reasonably 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.

**2. Proof of Claim**

Written Proof of Claim must be furnished to US, via n2n Claims Solutions Pty Ltd, within 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.

**(x) 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
5. Pregnancy, childbirth or miscarriage other than;
  - a) A complication arising from pregnancy which requires hospitalisation for greater than 24 hours within the first 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 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 policy INSURED PERSONS CONTINUOUS COVER.
11. Any service in the armed forces of any country.
12. 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.

13. An event that first occurs where an INSURED PERSON travels to a country or parts of a country after the date the Australian Government (DFAT) has listed the area as 'Level 3: Reconsider your need to travel' or 'Level 4: Do not travel' travel warning has been issued, or an evacuation has been coordinated.

#### 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  
F 02 9191 1950



**LLOYD'S**

This Policy  
is Underwritten by  
Certain underwriters at Lloyds

[www.wip.com.au](http://www.wip.com.au)

DATE ISSUED:  
11/10/2024