WIP

Group Personal Accident & Sickness Policy

For

Callide Power Station

WIP UNDERWRITING AGENCY

KEEPS YOU IN THE GAME

CNP 4444

02/04/2025

Contents

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.

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.

Cooling off Period

YOU have the right to return the policy to US within 14 days of the date that the cover is incepted. 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.

A. The Schedule

Policy Number:	**NM2410850**
UMR:	**B0793NM2410850**
Class of Business:	Personal Accident and Sickness
Interest:	Weekly Benefits
Full Time Cover:	24 hours / 7 days per week / 365 days per year
Policy Period:	**From: 20 December 2024** **To: 20 December 2027** Both days 12:01am at Local Standard Time at the Address stated below
Commencement Date:	20 December 2024
Insured:	Callide Power Station
Address:	Level 12, 31 Duncan Street, Fortitude Valley QLD 4006
Insured Persons:	All Employees of the INSURED as declared and on behalf of whom the INSURED is required to pay a Premium to the Insurer under an Enterprise Bargaining Agreement.
Weekly Injury & Sickness Benefits: **(i) Total Disablement:**	Up to 100% of INCOME for the first 13 weeks reducing to 85% for the remaining 91 weeks.
(ii) Partial Disablement:	As defined.
(iii) WORKERS COMPENSATION TOP UP:	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.
(iv) Maximum Benefit:	100% of INCOME up to $60,000 per month, subject to benefit limits.
Funeral Benefit:	Up to the equivalent to 100% of the INSURED PERSON's INCOME for 4 weeks, with a maximum payment of $5,000.
Recruitment Fee Benefit:	Up to a maximum of $5,000.00, subject to (vii) Special Provisions 1.
Maximum Benefit Period:	The lesser of; 1. 104 weeks or to the date the INSURED PERSON turns 70 years, whichever occurs first. 2. INSURED PERSON's aged between 70-75 – 52 weeks or to the date they turn 75 years, whichever occurs first. 3. INSURED PERSON'S aged 75 & above – 13 weeks. 4. If on claim when they turn 70 years, the INSURED PERSON will be limited to an additional 52 weeks but only to a maximum of 104 weeks total BENEFIT. 5. If on claim when they turn 75 years, the INSURED PERSON will be limited to an additional 13 weeks but only to a maximum of 52 weeks total BENEFIT.
Waiting Period:	45 consecutive days
Waiting Period – WORKERS COMPENSATION TOP UP:	Benefits will commence from the date the workers compensation authority benefits are payable.
Territorial Limits:	Work Related: Australia Non-Work Related: Worldwide

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Rate Guarantee:	From the COMMENCEMENT DATE to 20 December 2027
Guaranteed Renewal:	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.
Underwritten By:	Certain Underwriters at Lloyd's led by Canopius Managing Agents, Syndicate 4444.

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 at the earliest of any of the following occur;

(a) If premiums have not been paid within 60 days of the PREMIUM DUE DATE by the INSURED; or

(b) If premiums cease to be paid by the INSURED on behalf of the INSURED PERSON, unless that INSURED PERSON is on an approved claim under this policy; or

(c) when the INSURED PERSON is no longer employed by the INSURED; or

(d) when an INSURED PERSON is employed as a casual employee with the INSURED and the last day at work was greater than 30 consecutive days; or

(e) when an INSURED PERSON dies; or

(f) when the Policy is cancelled by either the INSURED 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) 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 and is likely to results 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 their occupation or any gainful employment or vocationally retrain the INSURED PERSON.

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 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 by 5%, up to the Maximum Weekly Benefit set out in THE SCHEDULE from the expiration of the 52 weeks for as long as the BENEFIT continues to be payable up to a total maximum period of 104 weeks without interruption.

4. Extended In Between Job Cover

a) If the INSURED PERSON ceases to be employed with the INSURED, CONTINUOUS COVER under the Policy can continue for a period of up to 30 days or the date the INSURED PERSON commences new employment, whichever occurs first.

Where an INSURED PERSON suffers a DISABLEMENT from a MENTAL HEALTH CONDITION during this period, the maximum BENEFIT PERIOD for any claim will be limited to 26 weeks.

b) CONTINUOUS COVER under the Policy can continue after the additional 30 days as stated under section (v) 4. a), provided that:

i. the INSURED PERSON has accepted a position with another employer and income protection premiums are paid to US via WIP for that employment; and

ii. the new employment commences within 120 days from the date the INSURED PERSON ceases their employment with the INSURED.

No BENEFITS are payable for any claim related to an INJURY or SICKNESS that occurred or was first contracted or should have been reasonably been aware of any symptoms of the condition after the 30 day period under section (v) 4.a).

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 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.

6. Loyalty Program Benefit

Where the INSURED has had greater than 2 years of cover with US under this Policy and the INSURED PERSON has not had an approved claim within the most recent 2 year period prior to the DISABLEMENT for an INJURY or SICKNESS. The BENEFIT for the INJURY or SICKNESS will commence 7 days prior to the last day of their WAITING PERIOD for an approved claim.

For the purpose of this clause the 2-year 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.

7. Financial Planning Benefit

Where an approved claim for a MENTAL HEALTH CONDITION and/or SERIOUS MEDICAL CONDITIONS has been estimated to / or does exceed 26 weeks, the INSURED PERSON may be offered the service of a WIP approved Financial Planning Provider.

The advice provided from this service must be aimed at assisting the INSURED PERSONS wellbeing to improve their financial position through informed financial decisions.

i. The maximum amount payable by using respect of assistance is $3,500.

ii. WIP is to be provided with proof that the service was provided, via a signed statement from both the INSURED PERSON and the Financial Planning Provider.

iii. The INSURED PERSON is only entitled to claim this benefit once.

8. Funeral Benefit

In the event that an INSURED PERSON suffers INJURY or SICKNESS during the POLICY PERIOD, and this INJURY or SICKNESS results in their death within the POLICY PERIOD, WE agree to reimburse the ACTUAL FUNERAL COST, up to the maximum amount specified in THE SCHEDULE.

9. Recruitment Fee Benefit

In the event that an INSURED PERSON suffers INJURY or SICKNESS during the POLICY PERIOD, and this INJURY or SICKNESS results in them being off work for greater than 26 weeks (excluding Workers Compensation Top Up) and the INSURED is required to recruit a new employee to replace the INSURED PERSON, WE agree to reimburse the recruitment cost to the INSURED, up to the maximum amount specified in THE SCHEDULE.

10. Capital Benefits

Capital Benefit offers a benefit to the INSURED PERSON in the event of an INJURY resulting in EVENT listed in the Capital Benefit Table of Benefits during the POLICY PERIOD.

The INJURY must lead to any of the following EVENTS outlined in Capital Benefit Table of Benefits, which must occur within 12 months of the INJURY date.

Compensation shall not be payable under more than one of the EVENTS (1-16) in respect of the same INJURY or event which lead to the INJURY. The maximum benefit payable is $25,000.

Capital Benefit Table of Benefits – EVENT(S) (Benefits for events 1-16 are provided in respect to INJURY only)	Benefit
1. ACCIDENTAL DEATH of an INSURED PERSON	$25,000
2. a) PERMANENT TOTAL DISABLEMENT – persons 65 years and under b) PARAPLEGIA/QUADRIPLEGIA – persons 69 years and under	$25,000
3. PERMANENT and incurable paralysis of all limbs	$25,000
4. PERMANENT TOTAL LOSS of sight of one (1) or more eyes	$25,000
5. PERMANENT TOTAL LOSS of use of one (1) or more LIMBS	$25,000
6. PERMANENT and incurable insanity	$25,000
7. PERMANENT LOSS of a) hearing in both ears b) hearing in one (1) ear	 $20,000 $5,000
8. PERMANENT LOSS of use of four (4) FINGERS and THUMB of either HAND	$20,000
9. PERMANENT TOTAL LOSS of the lens of one (1) eye	$15,000
10. PERMANENT LOSS of use of four (4) FINGERS of either HAND	$12,500
11. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	$12,500
12. PERMANENT LOSS of use of one (1) THUMB of either HAND: a) both joints b) one (1) joint	 $7,500 $3,750
13. PERMANENT LOSS of use of FINGERS of either HAND: a) three (3) joints b) two (2) joints c) one (1) joint	 $2,500 $1,875 $1,250
14. PERMANENT LOSS of use of TOES of either FOOT: a) all -one (1) FOOT b) great - both joints c) great - one(1) joint d) other than great - each TOE	 $12,500 $1,250 $750 $250
15. Fractured leg or patella, with established non-union	$2,500
16. Shortening of leg by at least 5 cm	$1,875

For the purposes of this clause, PERMANENT TOTAL DISABLEMENT under Event 2.a) in the Capital Benefit Table of Benefits (above) refers to the INSURED PERSON being medically assessed based on the following daily activities.

PERMANENT TOTAL DISABLEMENT occurs when the assessment results are deemed PERMANENT in two or more of the daily activities being rated as 'A' or 'D'. In such cases, WE shall pay the PERMANENT TOTAL DISABLEMENT Benefit specified in the Capital Benefit Table of Benefits.

The daily activities of the INSURED PERSON shall be assessed as follows, using the following abbreviations: 'I' for independent, 'A' for assistance, and 'D' for dependent:

Abbreviations: I, independent; A, assistance; D, dependent

1. **Bathing (sponge, shower, or tub):**
   - I: receives no assistance (gets in and out of tub if tub is the usual means of bathing);
   - A: receives assistance in bathing only one part of the body (such as the back or a leg);
   - D: receives assistance in bathing more than one part of the body (or not bathed).

2. **Dressing:**
   - I: gets clothes and gets completely dressed without assistance;
   - A: gets clothes and gets completely dressed without assistance except in tying shoes;
   - D: receives assistance in getting clothes or in getting dressed or stays partly or completely undressed.

3. **Toileting:**
   - I: goes to 'toilet room', cleans self, and arranges clothes without assistance (may use object for support such as cane, walker, or wheelchair and may manage night bedpan or commode, emptying it in the morning);
   - A: receives assistance in going to 'toilet room' or in cleansing self or in arranging clothes after elimination or in use of night bedpan or commode;
   - D: doesn't go to room termed 'toilet' for the elimination process.

4. **Transfer:**
   - I: moves in and out of bed as well as in and out of chair without assistance (may be using object for support such as can or walker);
   - A: moves in and out of bed or chair with assistance;
   - D: doesn't get out of bed.

5. **Continence:**
   - I: controls urination and bowel movement completely by self;
   - A: has occasional 'accidents';
   - D: supervision helps keep urine or bowel control; catheter is used, or is incontinent.

6. **Feeding:**
   - I: feeds self without assistance;
   - A: feeds self except for getting assistance in cutting meat or buttering bread;
   - D: receives assistance in feeding or is fed partly or completely using tubes or intravenous fluids.

11. Broken Bones Benefit

Broken Bones Benefit offers a benefit to the INSURED PERSON in the event of an INJURY resulting in fractured bone(s) during the POLICY PERIOD.

The INJURY must lead to any of the following EVENTS outlined in Broken Bone(s) Table of Benefits, which must occur within 12 months of the INJURY date.

The maximum benefit payable for any single INJURY or related INJURY, resulting in fractured bone(s) above in the Broken Bones Table of Benefits is $2,000.

Broken Bone(s) Table of Benefits - EVENT(S)	**Benefit**
1. Neck, or spine (COMPLETE FRACTURE)	$2,000
2. Hip, pelvis	$500
3. Skull, Shoulder Blade	$200
4. Collarbone, Upper leg	$200
5. Upper arm, kneecap, forearm, elbow	$150
6. Lower leg, jaw, wrist, cheek, ankle, hand, foot	$100
7. Rib(s)	$100
8. FINGER(S) THUMB(S) TOE(S)	$50

In the case of an established non-union of any of the above fractures in the Broken Bone(s) Table of Benefits, notwithstanding the maximum benefit payable amount, WE will pay an additional benefit of 5% of the amount shown above.

(vi) Definitions

For 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) **ACCIDENTAL DEATH** means an INJURY which occurs while this insurance is in place and results in the death of the INSURED PERSON.

b) **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 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.

c) **ACTUAL FUNERAL COST** means the total of the actual expenses incurred from arranging and holding the funeral service for the INSURED PERSON, as outlined in (v) Additional Benefits 8, and subject to the maximum benefit set out in THE SCHEDULE.

d) **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

e) **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 (pandemic)

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.

f) **BENEFIT(S)** means the Benefits as set out in THE SCHEDULE and Section (v) Additional Benefits.

g) **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.

h) **COMMENCEMENT DATE** means the Commencement Date as set out in THE SCHEDULE.

i) **COMPLETE FRACTURE** means a fracture in which the bone is broken completely across and no connection is left between the pieces.

j) **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.

k) **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.

l) **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.

m) **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.

n) **DEGENERATIVE CONDITION** means any condition that has gradually developed over time affecting the INSURED PERSONS musculoskeletal system (muscles, bones, ligaments and joints, including vertebral discs and cartilage).

o) **DISABLEMENT** means TOTAL DISABLEMENT or PARTIAL DISABLEMENT

p) **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).

q) **EVENT(S)** means the EVENTS described in the relevant Capital Benefit Table of Benefits and Broken Bones Table of Benefits set out in this Policy.

r) **FINGERS**, **THUMB** or **TOES** means the digits of a HAND or FOOT.

s) **FOOT** means the entire for foot the below ankle.

t) **HAND** means the entire hand below the wrist.

u) **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.

v) **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.

w) **INSURED** means the insured, as shown in THE SCHEDULE and the entity that pays the premium to US**.**

x) **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.

y) **LIMB** means the entire limb between the shoulder and the wrist or between the hip and the ankle.

z) **LOSS** means in connection with:
a) a LIMB, PERMANENT physical severance or PERMANENT total loss of the use of the LIMB;
b) an eye, total and PERMANENT loss of all sight in the eye;
c) hearing, total and PERMANENT loss of hearing;
d) speech, total and PERMANENT loss of the ability to speak;

and which in each case is caused by an INJURY.

aa) **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.

bb) **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, anxiety conditions; fibromyalgia; chronic fatigue syndrome; mental disease and associated disorders.

cc) **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.

dd) **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.

ee) **PARAPLEGIA** means PERMANENT and entire paralysis of both legs and part or whole of trunk.

ff) **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 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 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 by the INSURED, then the compensation payable will be reduced to 25% of the BENEFIT for TOTAL DISABLEMENT per week.

gg) **PERMANENT** means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement.

hh) **PERMANENT TOTAL LOSS** means loss of the effective use of the part of the body referred to in Capital Benefit Table of Benefits, lasting at least 12 consecutive months and, at the end of that time, being beyond hope of improvement.

ii) **PERMANENT TOTAL DISABLEMENT** means where in the opinion of a MEDICAL PRACTITIONER:

a) the INSURED PERSON is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; and
b) the disability has lasted 1 consecutive month from the date of the INJURY and at the expiry of that period, being beyond hope of improvement.

jj) **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.

kk) **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.

ll) **PREMIUM DUE DATE** means 15th day of each month, payable monthly in arrears.

mm) **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.

nn) **QUADRIPLEGIA** means PERMANENT and entire paralysis of both legs and both arms.

oo) **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 11 Subrogation/Benefit Offset.

pp) **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.

qq) **SERIOUS MEDICAL CONDITIONS** means an INSURED PERSON suffers a DISABLEMENT:

1. 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; or
2. is medically diagnosed with a minimum Stage 3 of any of the following conditions: Ovarian Cancer; Cervical Cancer; Breast Cancer; Endometriosis; Prostate Cancer; Testicular Cancer.

rr) **SICKNESS** means an illness 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.

ss) **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.

tt) **THE SCHEDULE** means the schedule listing the benefits and limits which is issued by US to the INSURED.

uu) **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.

vv) **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.

Claims accepted as a WORKERS COMPENSATION TOP UP, Benefits will commence from the date the workers compensation authority benefits are payable.

ww) **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**.**

xx) **YOU/YOUR** means the INSURED, as shown in THE SCHEDULE**.**

yy) **WE/OUR/US/INSURER** means Underwritten By, as shown in THE SCHEDULE.

zz) **WIP** means Windsor Income Protection Pty Ltd.

(vii) Special Provisions

1. 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 $25,000,000.

   Furthermore, any claims arising from chartered or unscheduled flights shall not exceed $500,000 ANY ONE EVENT.

   Additionally, any claims relating to Additional Benefit 9, Recruitment Fee Benefit, shall not exceed $100,000 for any POLICY PERIOD on an annual basis (12-month period from the Policy commencement date).

   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.

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 the date of death for an INSURED PERSON; or
   d) If the INSURED PERSON fails to provide the further information requested by US; or
   e) 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
   f) If a fraudulent claim is made in respect of the INSURED PERSON; or
   g) 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
   h) If an INSURED PERSON agrees to commute their claim; or
   i) If the INSURED PERSON has previously received a Total and Permanent Disablement (TPD) settlement for the same or related condition; or
   j) Once the INSURED PERSON is deemed fit to return to work by a MEDICAL PRACTITIONER; or
   k) If at the date of DISABLEMENT, the INSURED PERSON is not employed by the INSURED; or
   l) If an INSURED PERSON suffers a work-related INJURY/SICKNESS as a result of their employment by another employer who is not the INSURED.
   m) If at the date of DISABLEMENT the INSURED has failed to pay the premium on behalf of the INSURED PERSON, unless that INSURED PERSON is on an approved claim under this policy.

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 shall be payable fortnightly or monthly in arrears, or such other period as may be agreed between the INSURED PERSON 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 ($1/14^{th}$) of the Benefit for each day during which INJURY or a SICKNESS continues.

5. If an INSURED PERSON suffers a recurrence of DISABLEMENT whilst CONTINUOUS COVER is 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 MENTAL HEALTH CONDITION claims, all MENTAL HEALTH CONDITION 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 from a DEGENERATIVE CONDITION that occurs whilst CONTINUOUS COVER is in force, it is subject to the maximum BENEFIT PERIOD as shown in THE SCHEDULE.

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 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 which resulted in the claimant receiving or should have received greater than 100% of INCOME, we will deduct the amount greater than 100% of INCOME from the BENEFIT shown in THE SCHEDULE.

   An INSURED PERSON will not be required to lodge an Income Protection claim against their Superannuation Fund, but if they do, that payment will be offset against the BENEFIT payable under this Policy.

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 payable to the INSURED PERSON due to the INSURED PERSON being medically able to return to work, WE will also cease payments and no further claim will be accepted or BENEFIT payable with respect to the INJURY or SICKNESS from which the INSURED PERSON received the STATUTORY BENEFITS.

    When the STATUTORY BENEFITS payable to the INSURED PERSON cease but the INSURED PERSON is medically unable to return to work, WE will continue to pay a BENEFIT, up to the Maximum BENEFIT PERIOD with respect to the INJURY/SICKNESS from which the INSURED PERSON received the STATUTORY BENEFITS, equal to 65% of INCOME, provided the INSURED PERSON is assessed by an independent MEDICAL PRACTITIONER (arranged by US) who then confirms the INSURED PERSON is medically unable to return to work.

    The above is subject to Special Provisions 12.

12. If the INSURED PERSON reaches an agreement with the relevant Workers Compensation Insurer or Authority to cease weekly STATUTORY BENEFITS and receives a Lump Sum in lieu of those benefits, WE will pay to the INSURED PERSON a Lump Sum in lieu of future weekly benefits payable by US under Special Provisions 11 above, calculated as follows:

    The lesser of, the Maximum BENEFIT PERIOD, less any period of payments already made by US under clause Special Provisions 11, or the number of weeks used in the calculation of the Lump Sum by the Workers Compensation Insurer or Authority.

    Once determined, the BENEFIT payable by US will be that number of weeks multiplied by the last per week payment made by US under clause Special Provisions 11.

13. 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.

14. 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.

15. 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.

16. 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.

17. All amounts shown on the Policy are in Australian dollars (AUD).

18. Where an INSURED PERSON suffers a DISABLEMENT from a MENTAL HEALTH CONDITION, and section (v) 4.a) Extended In Between Job Cover applies, the maximum BENEFIT PERIOD for any claim will be limited to 26 weeks.

(viii) 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 when they are on any paid leave or a Workers Compensation claim.

The INSURED must submit a monthly remittance that lists each nominated INSURED PERSON. Premium rates are calculated based on the total gross income.

2. Non-Payment of Premium

If, at the time of making a claim under this Policy, it is found that an employee was not listed as a nominated INSURED PERSON by the INSURED in the monthly remittance, coverage shall be considered to have ended at the last point when the employee was included as a nominated INSURED PERSON in the monthly remittance.

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 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.

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 as soon as is reasonably possible 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 1984 (Cth), including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Policy.

7. 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.

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

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 WIP in the first instance:

Complaints officer
WIP
Post: Locked Bag 3111, RHODES NSW 2138
phone: 1300 547 966
Email: complaints@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: idraustralia@lloyds.com
telephone: (02) 8298 0783
Post: Grosvenor Place Level 32, 22 George Street, 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, 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.

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
Grosvenor Place
Level 32, 22 George Street, 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

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 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.

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 or obtain feedback on our group services. If you do not wish to receive such information, please advise us on (02) 9191 1999.

11. 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 11.B. 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.

12. 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.

13. Surrender Value

No surrender value is acquired under this Policy.

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14. Cancellation

Who can cancel this Policy;

a) YOU may cancel your policy at any time by notifying US in writing and giving US, 3 months notice if YOU wish to cancel before the rate guarantee period ends. 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.

WE may cancel this Policy by giving 30 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

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 European Union, United Kingdom or United States of America or any trade or economic sanctions, laws or regulations of any other jurisdiction.

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

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.

(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 of the INSURED and/or an INSURED PERSON must notify US as soon as possible, explaining about the potential claim.

Written notice must be given to:

n2n Claims Solutions Pty Ltd
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 HEALTH CONDITION, 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 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 (Cth), 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 under section (vi) Definitions

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 (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 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.

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WIP UNDERWRITING AGENCY
KEEPS YOU IN THE GAME

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This Policy is administered by WIP

This Policy is Underwritten by
Certain underwriters at Lloyds
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Syndicate 4444

www.wip.com.au

DOCUMENT:
Callide Power Station IP Policy 2024.2

DATE ISSUED:
01/04/2025

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CNP
4444

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