



# wagecover.

24 Hour Sickness & Accident  
Income Protection Plan for  
Transport Industry Workers

## Product Disclosure Statement & Policy Document

Version 4 \_ A4 \_ d | Date of Issue 31/03/2023



# PRODUCT DISCLOSURE STATEMENT

## Introduction

This Product Disclosure Statement (PDS) is an important legal document that contains details of Your personal Injury and Sickness insurance policy. Before You decide to buy insurance from Us, please read this PDS thoroughly and keep it, together with Your Policy Certificate and Policy Schedule in a safe place.

## What is a Product Disclosure Statement?

The Corporations Act 2001 (Cth) requires that any 'retail client' must receive a 'Product Disclosure Statement' (PDS) prepared by the Insurer which contains certain information that is designed to assist retail clients in deciding whether to buy the relevant cover.

This Product Disclosure Statement (PDS) is designed to provide You with the necessary information regarding this Income Protection product in order that You can make an informed choice about purchasing this product. In this PDS / Policy Document You will find all the information You need to know about the type of cover(s) available, Our terms and conditions, benefits and risks and making a claim.

Please read this booklet and make sure that You are satisfied with the terms and conditions that We offer. Income protection only begins when We have agreed to accept the insurance and a Policy Certificate has been issued.

This PDS and the insurance Policy Certificate You receive are Your policy documents and form Your legal contract with Us. Please keep them together in a safe place.

Please do not hesitate to contact Your Insurance Adviser if You have any questions about this policy booklet or Your insurance cover.

## About Point Underwriting Agency

Point Underwriting Agency Pty Ltd AFSL 477471 (Point) is a niche market underwriter specialising in niche insurance products. We pride ourselves on offering tailored insurance products backed by Our people and professional service.

## About the Insurers

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. Over 80 syndicates underwrite insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia.

## Applicable Sections Clause

Not all Sections of this PDS and policy wording document will apply to You. The precise coverage afforded is subject to the terms and conditions outlined in the PDS, Policy Certificate, Policy Schedule and any endorsements, as issued by Us. Policy Features And Benefits.

## Policy Features and Benefits

- Cover for 24 hour Injury & Sickness cover.
- Payment of a weekly benefit to cover up to the percentage of Your weekly Income as shown on the Policy Certificate or an agreed amount, whichever is the lesser, when You suffer a disability as a result of an Accident or Sickness.
- Our policies are available to people as per the age stated in the Policy Certificate or by endorsement.
- Weekly benefits are payable for the Benefit Period as stated in the Policy Certificate.

## Significant Risks

Incorrect product or cover: – You should ensure that the weekly benefit is sufficient to cover Your loss of weekly Income. For example: if the weekly benefit is less than Your weekly Income, We will only pay up to the weekly benefit stated in the Policy Certificate.

## General Exclusions Applicable to all Sections of this Policy

This insurance policy is designed to provide protection for You in the event of something happening which has been Insured against. However, in certain circumstances, this policy will not provide any insurance cover to You.

For example We do not pay a benefit in the following circumstances:

- Your suicide or attempted suicide; intentional self-Injury or an attempt at intentional self-Injury;
- neurosis, psychoneurosis, psychosis, mental disorder or disease, emotional disorder or disease, depression, stress, anxiety condition or disorder or mental illness of any kind; or chronic fatigue syndrome;
- You being under the influence of drugs (other than prescribed and taken as directed by medical practitioner) or alcohol.

For full details of all relevant policy exclusions, where cover does not apply, You should read the policy wording and make yourself aware of all the exclusions that apply to this insurance.

## Cost of the Policy and Paying for Insurance

The cost of Your policy is made up of Your premium plus any applicable government taxes.

## What Happens if You do not Pay the Cost of Your Policy?

You cannot claim under this policy if at the time the Injury or Sickness occurred, any instalment of premium remained unpaid for 14 days or more. We may cancel this policy by giving notice if any instalment of premium has remained unpaid for 1 month or more.

Other than in the above circumstances We may deduct from any claim paid or payable, any unpaid premium or instalment of premium.

## Commission

WageCover receives a Commission from the insurer when You decide to take out this insurance policy. The amount of commission paid will be paid from Your premium amount and is not an additional expense to You. Your insurance adviser may also charge You a fee for their service.

## Cancelling Your Policy

You may cancel Your policy at any time by notifying Us in writing. 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 three working 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 Policy Period.



## Taxation

All taxes and charges are shown as separate items on all Policy Certificates, for example stamp duty and goods and services tax (GST) at the rate set by government from time to time. If required by law We may adjust Your premium to reflect this change. Stamp duty is imposed on Your policy at the rate set by government from time to time. The amount varies depending on Your state of residence.

We may adjust Your premium to reflect this change.

## What makes up Your Insurance Contract

When We accept Your application, or Your existing policy is renewed or amended, Your insurance contract is made up of the following documents:

- a. the policy wording as set out in this document; and
- b. Your current Policy Certificate, Policy Schedule and endorsements.

## You Cannot Give Your Rights Away

You cannot give anyone else an interest in this policy without Our written consent.

## The Law that Applies to this Policy

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this policy is issued. Any advice in this PDS has been prepared without taking account of Your objectives, financial situation or insurance requirements.

Therefore, before acting on any advice in this PDS, You should consider whether it is appropriate to Your objectives, financial situation and needs.

## Updating Our Product Disclosure Statement

We may update the information contained in our PDS when necessary.

A paper copy of any updated information is available to You at no cost by calling Us. We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

## POLICY WORDING

You have made a written application to Us, which together with all accompanying information shall be the basis of this contract and be considered as incorporated in it.

## When does an Insured Person's Access to Cover under the Policy Begin and End?

An Insured Person's access to cover begins when:

- the premium in relation to the Insured Person has been paid via deduction of pay, Direct Debit or any other date agreed by Us in writing; and
- the Insured Person meets the eligibility criteria as set out under the definition of Insured Persons or any other document issued by Us. For example, the eligibility requires the Insured Person to be still engaged in the same occupation for the Insured declared on the application form.

The Insured Person's access to cover ends on the earlier of the following:

- at the time that the Insured Person no longer meets the eligibility criteria; or
- at the time the Insured requests that such Insured Persons no longer be covered under the policy as an Insured Person; or
- at the time that the Insured Person asks Us in writing to terminate their access the insurance cover; or
- on the date and at the time shown in the Policy Certificate as the end of the Policy Period; or
- the date the policy is cancelled by the Insured or Us; or
- immediately upon their death; or
- immediately upon reaching the Age Limitation listed in the Policy Certificate; or
- immediately upon their employment ceasing with the Insured; or
- immediately upon any premium instalment for the Insured Person is unpaid for 30 days; or
- immediately upon going on leave without pay from the Insured and no longer participating in their current occupational duties; or
- immediately upon going on maternity leave; or
- immediately upon 4 pm of the renewal date of the policy where a claim has been made and the broker has been advised that a new Policy Period will not be offered; or
- immediately upon their claim reaching the applicable maximum Benefit Period in the Policy Certificate.

## When does an Insured Person's Increase in Cover under the Policy Begin

Where an Insured Person already covered under the policy applies for an increase in their level of cover, We must agree to the increase in cover in writing before it can apply to the policy. The increase in cover will then begin from the date of the first deduction in premium for the increase in cover.

## Policy Renewal

Policy coverage applies for the Policy Period stated in the Policy Certificate. Renewal of the policy for a new Policy Period is subject to Our review and We may at Our discretion refuse to offer a new Policy Period or alter any terms and conditions under the new Policy Period being offered, including amending the premium payable and applying specific exclusions to the new Policy Period.

## Information You Should Read and Know

### Cooling Off Period

You may return this policy to Us within 14 days of the date We enter into it provided that no right or power under the policy has been exercised (e.g. no claim has been made).

When You return it within the above 14 day period We will cancel the policy and give You a full refund of premium. Please note that You still have cancellation rights that You can use after this period expires.

### If the Premium is Payable by Instalments

You cannot claim under this policy if at the time the Injury occurred, any instalment of premium remained unpaid for 30 days or more beyond the Premium Due Date.

We may cancel this policy by giving notice if any instalment of premium has remained unpaid for 1 month or more.

Other than in the above circumstances We may deduct from any claim paid or payable, any unpaid premium or instalment of premium.

### Duty of Disclosure (Not to Misrepresent)

Before entering into a consumer insurance contract, you have a duty to take reasonable care not to make a misrepresentation to the insurer to enable it to determine whether to insure you and, if so, on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

### If you make a misrepresentation to the Insurer

If you make a misrepresentation to the insurer and it is determined you failed to take reasonable care not to do so, the insurer may cancel your insurance contract or reduce the amount it will pay you if you make a claim, or both. If it is determined that your misrepresentation to the insurer was fraudulent, it may refuse to pay a claim and treat the contract as if it never existed.

### General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry through promoting better communication between insurers and customers and outlining a standard of practice and service to be met by insurers.

We keenly support the standards set out in the Code. You can obtain a copy of the Code from the Insurance Council of Australia website [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or by phoning (02) 9253 5100, or by visiting Our website at [www.pointinsurance.com.au](http://www.pointinsurance.com.au).

### The Dispute Resolution Process

This insurance is subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice. For more information see [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

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.

### Point Underwriting Agency

Email: [enquiries@pointinsurance.com.au](mailto:enquiries@pointinsurance.com.au)  
Telephone: 1300 362 766 or (02) 9970-7378  
Post: P.O. Box 744, Manly NSW 1655

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.

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:

### Australian Financial Complaints Authority (AFCA)

Email: [info@afca.org.au](mailto:info@afca.org.au)  
Telephone: 1800 931 678  
Post: GPO Box 3, Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

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

The Underwriters accepting this insurance agree that:

- 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;
- 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;
- If a suit 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.

### Privacy Notice

We are committed to protecting Your privacy. We only use the personal information You provide to Us to quote on and insure Your risks. We only provide personal information to Our underwriters and reinsurers (and their representatives) and those We appoint to assist Us with claims under Your policy. We will not trade, rent or sell Your information.

If You don't provide Us with complete information, We cannot properly quote for Your insurance and We cannot insure You. You can check the personal information We hold about You at any time.

If You provide Us with personal information about anyone else, We rely on You to have told them that You will provide their information to Us, to whom We may provide it, the purposes for which We will use it and that they can access it. If the information is sensitive, We rely on You to have obtained their consent on these matters.

For more information about Our Privacy Policy, ask Us for a copy or visit Our website: [www.pointinsurance.com.au](http://www.pointinsurance.com.au)

### Insuring Clause

If You suffer an Insured Event during the Policy Period, We will pay You or Your executors or administrators the compensation listed in the Table of Benefits after Your claim has been accepted by Us.

### Table of Benefits

Your cover in relation to the following Insured Events is specified in Your Policy Certificate (see Scope of Cover) and the benefits specified are subject to any applicable Waiting Period.

### Weekly Benefits

INSURED EVENTS	THE COMPENSATION
Temporary Total Disablement caused directly and solely by an Accident	During such disablement, the Weekly Benefit as specified in the Policy Certificate
Temporary Total Disablement caused directly and solely by Sickness	During such disablement, the Weekly Benefit as specified in the Policy Certificate

### Capital Benefits

INSURED EVENTS	THE COMPENSATION (being the sum insured or a percentage thereof)
Bodily Injury resulting in Accidental Death	100%

## Definitions

In Your policy some words have a special meaning (whether expressed in the singular or the plural) and We define them below:

1. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
2. **Waiting Period** means the period starting on the first day of Temporary Total Disablement after You have consulted a Medical Practitioner for an Injury or Sickness.
3. **Fingers, thumb or toes** means the digits of a hand or foot.
4. **Income** means:
  - a. in the case of an employee, Your average weekly income net of business expenses but before personal deductions and income tax, earned from personal exertion in Your usual business, profession, occupation or employment for the number of weeks so engaged during the twelve (12) month period immediately preceding Injury or Sickness but excluding reimbursement or expenses, long service leave paid but not taken and other non regular income.
  - b. in the case of a self-employed person, Your weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the commencement of disability or over such period as they have been self-employed.
5. **Insured** means the company or entity specified as the Insured in the Policy Certificate.
6. **Insured Person** means any person whom:
  - a. has provided a completed application form in the format required by Us; and
  - b. We have agreed to provide cover under the policy; and
  - c. a premium has been paid by payroll deduction or Direct Debit (DDR) and a Policy Certificate issued; and
  - d. continues to be engaged in the same occupation for the same Insured contained in the application form provided to Us.
7. **Injury** means bodily Injury (including death) resulting solely from an Accident which occurs while this policy is in force and this includes any condition resulting from exposure to the elements as a result of such bodily Injury, other than as excluded by the exclusions section of this policy. Injury does not include:
  - a. any consequences of any condition which is ordinarily described as being a disease;
  - b. aggravation of any condition which pre-existed the date of the Accident;
  - c. any other Pre-Existing condition;
  - d. any degenerative condition irrespective of when the degeneration commenced or when and to what extent, the degeneration progressed.
8. **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
9. **Medical Practitioner** means a properly and legally qualified medical practitioner currently registered to practice in Australia, who is not Your spouse, or a member of Your family.
10. **Permanent Total Loss** means the full and irreversible loss of effective use of the part of the body referred to in the capital benefit events.
11. **Policy Period** means the period during which cover is provided for under the policy as set out in the Policy Certificate.
12. **Policy Certificate** means the relevant certificate and endorsements issued which sets out the specific insurance details for You.
13. **Policy Schedule** means the relevant schedule and endorsements issued which sets out the specific insurance
14. **Pre-Existing** means any condition, Injury, illness or disease for which You received treatment or advice for treatment or had been prescribed medication or had consulted a Medical Practitioner or other health professional, prior to the Policy Period as shown in the Policy Certificate.
15. **Premium Due Date** means in the case of premium paid in instalments, the end of each period when the premium instalment is payable.
16. **Quadriplegia** means permanent total loss and entire paralysis of both legs and both arms.
17. **Sickness** means any illness, disease or disorder where symptoms first manifest whilst this policy is in force. Sickness does not include any Pre-Existing condition.
18. **Temporary Total Disablement** means that solely as the result of an Injury or Sickness and within twelve months of the date of the Injury or Sickness You are entirely and continuously unable to engage in Your occupation or any other occupation, profession or business which You are reasonably qualified to perform based on Your education, training or experience, for longer than the Waiting Period stated in the Policy Certificate.
19. **Under the Influence** in relation to a person, means that the person is under the influence of alcohol or a drug to the extent that the person's capacity to exercise proper care and skill is impaired.
20. **We/Our/Us** means the insurer, certain underwriters at Lloyd's acting through its agent Point Underwriting Agency Pty Ltd, ABN 53 605 479 070.
21. **You/Your** means the Insured Person as defined and as shown in the Policy Certificate

## Exclusions

Exclusions apply to all parts of this policy;

Notwithstanding any provision to the contrary within this re/ insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, or resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

- a. War, hostilities or warlike operations (whether war be declared or not),
- b. Invasion,
- c. Act of an enemy foreign to the nationality of the Insured person or the country in, or over, which the act occurs,
- d. Civil war,
- e. Riot,
- f. Rebellion,
- g. Insurrection,
- h. Revolution,
- i. Overthrow of the legally constituted government,
- j. Civil commotion assuming the proportions of, or amounting to, an uprising,
- k. Military or usurped power,
- l. Explosions of war weapons,
- m. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
- n. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a foreign state to the nationality of the Insured Person whether war be declared with that State or not,
- o. Terrorist activity.

For the purpose of this exclusion:

- i) terrorist activity means an act, or acts, of any person, or groups(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
- ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism (s) and/ or biologically produced toxin (s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (a) to (o) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This policy does not cover:

- 1. Loss or destruction of or damage to any property whatsoever or any loss or
- 2. Expense whatsoever resulting or arising therefrom or any consequential loss.

No compensation or benefit is payable under the policy for any event caused by, arising out of, or in any way related to or connected with:

- 3. Your engaging in or training for;
  - a. racing of any kind, other than on foot, or
  - b. any combat sports (including but not limited to Boxing, Wrestling or Martial Arts), or
  - c. mountaineering, rock climbing, speleology, sky-diving, hang-gliding, bungee jumping, or
  - d. motor sports, or
  - e. recreations involving heights, or
  - f. underwater sports (including but not limited to scuba diving)
- 4. You deliberately exposing yourself to danger, or Your own criminal act;
- 5. You being under the influence of drugs (other than prescribed and taken as directed by medical practitioner) or alcohol; or driving a motor vehicle with a blood alcohol concentration in excess of the legal limit;
- 6. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named or Human Immunodeficiency Virus (HIV);
- 7. Neurosis, psychoneurosis, psychosis, mental disorder or disease, emotional disorder or disease, depression, stress, anxiety condition or disorder or mental illness of any kind; or chronic fatigue syndrome, unless You are being treated by a Psychiatrist, Psychologist or other appropriate specialist; and on the basis that the psychological condition or disorder is not considered to be a Pre-Existing Condition;
- 8. You engaging in or training for any professional sporting activities;

- 9. You flying, or participating in air travel or any other kind of aerial activity unless as a fare paying passenger on a commercial airline with scheduled flights;
- 10. Your suicide or attempted suicide; intentional self-Injury or an attempt at intentional self-Injury;
- 11. You driving or riding on motor cycles or motor scooters of any kind if You are;
  - a. An unlicensed motor cycle rider.
  - b. A rider whilst the motor cycle is being ridden on other than a permanent sealed surface which is constructed of bitumen or concrete.
  - c. A rider of any motor cycle engaging in any form of competition, race or trial.
  - d. A rider of any motor cycle on a racetrack during a racetrack open date whether they paid for access or otherwise.
- 12. A condition, Injury, Sickness or disease that is Pre-Existing;
- 13. Any other exclusion outlined in Your Policy Certificate;
- 14. If You have ever consulted a doctor or other health professional or ever received any treatment or advice for hypertension or high/elevated blood pressure, heart disease of any kind or diabetes prior to the Policy Period stated in the Policy Certificate, the following EXCLUSION will apply:- This policy does not cover any loss or event directly or indirectly arising from, traceable to or accelerated by any disease or disorder of the heart, cardiovascular, cerebrovascular system, peripheral vascular or renal system, coronary arteries, any form of cerebrovascular accident, hypertension or any complications thereof.

### Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions of the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States or America.

### Additional Benefit

#### Funeral Expenses

In the event You die as a result of Injury, We will reimburse funeral expenses up to a maximum of \$5,000 in addition to any other compensation payable under this policy. This benefit only applies if the Injury causing Your death occurs more than 90 days after Your coverage under the policy commencement date.

### Special Conditions – General

- 1. Compensation shall not be payable in the following circumstances:-
  - a. under more than one of the events numbered 1 to 5 Capital Benefits;
  - b. under any event in excess of the aggregate period shown against such events in respect of any one Injury;
  - c. during the Waiting Period;
  - d. beyond the date of Your death;
  - e. before the date on which You first consulted a medical practitioner for the Injury or Sickness;
  - f. in respect of any Injury or Sickness or recurrence of any Injury or Sickness (in aggregate) for longer than the Benefit Period stated in the Policy Certificate whether there is a recurrence or otherwise;
  - g. if You are capable of a return to work in a reduced or partial capacity in any occupation but do not do so for any reason;
  - h. if Your Injury or Sickness occurs outside the scope of cover specified in the Policy Certificate.
- 2. Compensation shall be reduced, limited or repaid in the following circumstances:



### Weekly Benefits

- a. Compensation payable under this policy as weekly benefits for Injury or Sickness is limited to the periods and the amounts as set out in the Policy Certificate.
- b. In respect of the periods in which You are entitled to receive or receive for the same Injury or Sickness:
  - i. Any workers compensation or periodical benefits of any kind, including but not limited to, income protection insurance benefits for the same Injury or Sickness, even if You have not yet made a claim on that other policy and irrespective of:
    - A. Whether that other insurer was first notified of your Claim; or
    - B. Whether indemnity has been granted under that other policy; or
    - C. Which insurer was first on risk; or
  - ii. Wages, salary (not including sick leave entitlements) or earned Income from any other source,then, the weekly benefits paid in respect of Injury or Sickness as shown in the Policy Certificate will be reduced by the amount of the other payments received in the corresponding period and where a lump sum is received from other insurance or any other benefit of any compensation of any type then, to the extent that weekly benefits have been paid under this policy, the weekly benefits must be repaid.
- c. The maximum amount payable for any event or series of events occurring during a Policy Period is limited to the compensation shown in the Policy Certificate.

### Capital Benefits

- a. Only one capital benefit is payable to You in respect for any one Injury.
- b. If You suffer more than one Injury in the same Accident and are entitled to compensation under more than one capital benefit event We will pay compensation for more than one event provided the total compensation payable in respect of this provision does not exceed the amount shown in the Policy Certificate.
- c. Compensation payable under this policy in respect of capital benefits shall be reduced by any amount which You or Your estate, is entitled to receive under any motor vehicle Act or Transcover or Transport Accident Act or Workcover or Workers Compensation Act or other Statutory body, or legislation, having similar effect.
- d. If We pay a capital benefit of 75% or more, then We will stop paying weekly benefits. The payment of the capital benefit will be made when We believe You meet the criteria for the payment of the capital benefit and weekly benefits will cease at that time.

### 3. Weekly Benefit

The weekly benefit is calculated according to the premium paid at the time of Injury or the Sickness first arises to a maximum of 85% of Income. However, where an Insured Person already covered under the policy applies for an increase in their level of cover, We must agree to the increase in cover in writing before it can apply to the policy. Subject to all other terms and conditions, the new weekly benefit (or 85% of Income whichever is the lesser) will only be payable from the date of the first deduction in premium for the increase in cover.

### 4. Calculation of Weekly Benefits

Compensation for periods of less than one week will be paid at the rate of one seventh (1/7th) of the weekly benefit.

### 5. Recurrent Disablement

If You have returned to work after having received weekly benefits for Temporary Total Disablement and have a recurrence of Temporary Total Disablement (arising from the same Injury or Sickness) within 6 months of Your return to work, then provided the policy is still in force as at the date of the recurrence, You can claim for the balance of the Benefit Period, if any. In the above circumstance the Waiting Period will not be applied again. Any recurrence more than 6 months of the previous Temporary Total Disablement ceasing must be considered as a new claim subject to all terms, conditions and exclusions of the policy.

### 6. Aggregate Limit of Liability

Our total liability for all claims arising under this insurance for any one event during the Policy Period shall not exceed the aggregate limit of liability stated in the Policy Certificate. In the event that claims made under this insurance exceed the aggregate limit of liability, then the amount by which claims exceed this limit will be proportionally reduced.

### 7. Payment of Benefits in the Event of Death

If a benefit is payable in respect of Your death by Injury, the benefit will be paid to Your estate.

## Conditions Applicable to all Sections of this Policy

### 1. Complying with Policy Conditions

The due observance and fulfilment of the terms of this policy and the truth of the statements and answers in the application, and in any claim forms, statements and medical evidence required from You in connection with this insurance, shall be conditions precedent to Our liability to make any payment under this policy.

2. Any fraud, mis-statement or concealment by You 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, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the policy.

### 3. Premium Installments

If Your premium for this insurance is to be paid by instalment and; You fail to make the payment in the specified manner; or You fail to make payment in the specified manner and the payment is thirty (30) days overdue; We will not pay any claim that first arises after the instalment became due.

This condition applies as each and every premium instalment becomes due and cannot be disregarded because We may have previously accepted an instalment after thirty (30) days. The effect of this is that this insurance will be cancelled by Us if Your instalment is not received within thirty (30) days of being due and claims arising from events occurring after that date will then be denied.

We have the right to vary policy benefits and the premium payable at the end of each Policy Period. Any changes to the benefits (compensation) or premium payable will be notified to You in writing at least thirty (30) days before the expiry of the Policy Period.

### 4. Cancellation

Your coverage under the policy can be terminated at any time at Your request by giving written notice to Us, in which case We will retain Our short period rate for the time the policy has been in force. We may cancel the policy at any time as provided by Section 60 of the Insurance Contracts Act 1984, with the period of notice to You not being less than thirty (30) days.

### 5. Claims Made Under The Policy

- a. You must give Us written notice within thirty (30) days of the occurrence of any circumstance in respect of which a claim has arisen or may arise under this policy.

- b. When You notify Us in accordance with (a) above, We will send You claim forms which must be fully completed and returned to Us within 30 days of receipt.

- c. Your rights under this Policy will be limited if You are entitled to claim under certain types of insurance or otherwise receive other payments for the same injury or sickness. Please read this policy wording carefully, in particular clause 2b) in the Special Conditions -General section of the Policy Wording.

- d. If You make a claim, You will inform Us if You are entitled to make a claim or have made a claim under any other insurance policy for the same Injury or Sickness

- e. Medical certification will be required by Your Medical Practitioner in the format We provide to You for that purpose, in order to allow Us to assess the claim.

- f. In order to claim for weekly benefits, the ongoing certification of disability, provided by You and Your Medical Practitioner will be required, in the format We provide, on progress claim forms. You must meet the cost of the medical certification and the completed progress claim forms must be returned to Us within 30 days of them being requested. All evidence required by Us in order to allow Us to assess the claim shall be furnished as required at Your expense.
- g. You must submit to medical examination at Our expense as often as is reasonably required

#### 6. Other Information

We may also require You to provide Us with; written authorities allowing Us to access information, which may include personal and sensitive information evidence of Your income in the period prior to disability commencing, or Your income in any period after disability commences details of any other insurance covering the same condition for which a claim is being made.

#### 7. Proof of Claim

Written proof of a claim must be furnished to Us at Our office within thirty (30) days of it being called for. 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 and in no event except in the absence of legal capacity, later than twelve (12) calendar months from the time it was called for.

#### 8. Time of the Payment of Claim

Periodic payment for weekly benefits will be fortnightly in arrears. Payment of any other claim will be made upon receipt and review of due written proof of the claim.

#### 9. Inspection Rights

In the event of a claim You must allow Us access to Your employment records so that We can confirm that You remained employed and continued to pay premiums for the coverage provided in this policy.

#### 10. Subrogation

We are entitled to commence or take over legal proceedings in Your name for the defence or settlement of any claim, or to sue or prosecute any other person to recover any monies payable by them at law. You must not take any action to prejudice any such right of recovery and must cooperate and do all things necessary to enable the recovery action to be prosecuted. This includes providing any statements, documents or assistance We require, including the giving of evidence in court.

#### 11. Service of Suit

The underwriter hereon agrees that: (a) in the event of a dispute arising under this policy, Underwriters at your request 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; (b) Any summons notice or process to be served upon the Underwriters may be served upon: Lloyds's General Representative in Australia, Lloyd's Australia Limited, Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000, who has the authority to accept service and to enter an appearance on Underwriters behalf and who is directed at Your request to give a written undertaking to You that he will enter an appearance on Underwriters behalf; (c) if a suit is instituted against any one of the Underwriters all underwriters hereon will abide by the final decision of such Court or any competent Appellate court.

#### 12. 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.

#### 13. Cyber Risks Endorsement

Any benefits for bodily injury or illness due to:

- i. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet capable electronic device);
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above

are payable, subject to the terms, conditions, limitations and exclusions of this policy.

#### Lloyds Syndicate Information

You or Your representative can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from Point Underwriting Agency. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.





## How to make a claim with WageCover.

When you sustain an injury or a sickness which prevents you from attending your place of work, you must as soon as possible seek and follow medical advice from a qualified medical practitioner.

As soon as possible contact Point Underwriting Agency direct on: **1300 362 766** and obtain a claim form.

Complete all questions on the claim form as required and have the doctor who first attended to you complete the medical certificate.

Forward the completed claim form including all medical certificates/reports to:

WageCover  
PO Box 110, St Leonards NSW 1590.  
T: (02) 9970 8411  
E: [claims@wagecover.com.au](mailto:claims@wagecover.com.au)  
W: [wagecover.com.au](http://wagecover.com.au)  
ABN: 31 070 231 748 AFSL 246 276