

WIP

Group Journey Policy Wording




WIP
UNDERWRITING
AGENCY
KEEPS YOU IN THE GAME

CONTENTS

Important Notices	2
Data Protection Act 1998 & Privacy Act 1988.....	2
Your Duty of Disclosure	2
A. The Policy Wording	3
(i) Scope of Cover	3
(ii) Commencement of Cover	3
(iii) Cessation of Cover.....	3
(iv) Definitions	4
(v) Special Provisions.....	7
(vi) Conditions	9
(vii) Making a Claim.....	13
(viii) Exclusions	14
(ix) Section 1 – Lump Sum BENEFITS - Injury	15
(x) Section 2 – Weekly BENEFITS - INJURY	17
(xi) Section 3 – Additional Benefits	18

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 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 WORDING.

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

Data Protection Act 1998 & Privacy Act 1988

YOU should understand that any information YOU have provided will be processed by US, in compliance with the provisions of the Data Protection Act 1998 & Privacy Act 1988, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to other parties.

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.

A. The Policy Wording

(i) Scope of Cover

Insurance has been effected 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 an INJURY as defined herein, subject always to the terms, conditions, provisions, limitations and exclusions hereof.

The type of cover YOU have chosen provides for the payment of BENEFITS only for INSURED EVENTS which occur during the course of a JOURNEY.

This Policy consists of 3 Sections with the following cover.

Section 1 – Lump Sum BENEFITS - INJURY

Section 2 – Weekly BENEFITS – INJURY

Section 3 – Additional Benefits

The INSURED EVENTS YOU have chosen will be shown in The Schedule.

Personal Accident – INJURY

WE will pay BENEFITS as set in the Table of INSURED EVENTS Table Numbers 1 and 2 for an INJURY of an INSURED PERSON if:

- (a) the INSURED EVENT occurs in the course of a JOURNEY during the POLICY PERIOD; and
- (b) an amount is showing on The Schedule for that INSURED EVENT against Sections 1 and 2

(ii) Commencement of Cover

Cover shall commence for all nominated members of THE INSURED who are FINANCIAL MEMBERS at the inception date of this policy and in respect of whom the premiums shown in The Schedule have been paid by YOU to US.

For those nominated members not FINANCIAL MEMBERS on the COMMENCEMENT DATE of the policy, cover shall commence when they recommence employment and are FINANCIAL MEMBERS.

Cover for newly nominated members of THE INSURED will commence from the effective date of the premium payment, provided they are FINANCIAL MEMBERS.

(iii) Cessation of Cover

Cover for an INSURED PERSON under this policy ceases;

- when the INSURED PERSON reaches the Maximum Age Limit as stated in The Schedule; or
- when the INSURED PERSON is no longer a FINANCIAL MEMBER of THE INSURED; or
- If premiums cease to be paid by THE INSURED on behalf of the INSURED PERSON; or
- when an INSURED PERSON dies; or
- when the policy is cancelled by either THE INSURED or US, within the parameters of the cancellation provisions of this POLICY.

(iv) **Definitions**

- a) **ACCIDENTAL DEATH** means death occurring as a result of an INJURY.
- 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 that leads to the TOTAL PERMANENT DISABLEMENT or DISABLEMENT.

For the avoidance of doubt, an INSURED PERSON who has a permanent impairment/disablement prior to being an INSURED PERSON will not be considered ACTIVELY AT WORK for that condition.

- c) **BENEFIT(S)** means the Lump Sum BENEFIT and Weekly BENEFITS – INJURY as set out in The Schedule.
- d) **COMMENCEMENT DATE** means the Commencement Date as set out in The Schedule.
- e) **CONTINUOUS COVER** means an unbroken period of time that an INSURED PERSON has been covered under an Income Protection policy provided to YOU. If an INSURED PERSON ceases cover, their continuous cover period ends on the date they cease to be covered under an Income Protection policy provided to YOU. If an INSURED PERSON recommences cover under an Income Protection policy provided to YOU, their new continuous cover period commences on the date their cover recommences.
- f) **DISABLEMENT** means TOTAL TEMPORARY DISABLEMENT or PARTIAL TEMPORARY DISABLEMENT
- g) **EFFECTIVE DATE OF COVER** means the date the INSURED PERSON is added to the Policy as an INSURED PERSON.
- h) **FINANCIAL MEMBER(S)** means a member of THE INSURED who has paid the subscription fee for the period in which the EVENT occurs.
- i) **INCOME** means
- (a) as regards to a salaried INSURED PERSON, the average gross weekly income of the previous fifty-two (52) weeks, earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
 - (b) as regards to a T.E.C. (i.e. total employment cost) or Income package INSURED PERSON, the average gross weekly value of the income package of the previous fifty-two (52) weeks earned from personal exertion (including, but not limited to wages, and/or Income, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances.
- j) **INJURY** means a physical injury specified in the Table of INSURED EVENTS caused by a violent, external and visible means which occurs fortuitously whilst on a JOURNEY and CONTINUOUS COVER is in force and which results in payment of any of the BENEFITS specified in the Policy, within twelve (12) calendar months from the date of its occurrence, but does not include any INJURY that is caused by or results from a sickness or disease.
- k) **INSURED EVENT(S)** means the EVENT(s) described in each Table of Insured EVENT as set out in Sections 1, 2 and 3 and are defined by individual number.
- l) **INSURED PERSON** means a FINANCIAL MEMBER of THE INSURED who is ACTIVELY AT WORK and for whom the premiums shown in The Schedule have been paid by YOU to US.

- m) **JOURNEY** means a trip undertaken to and from an INSURED PERSONS normal place of residence and business and extended to include;
- (a) A trip undertaken by an INSURED PERSON in the course of their employment. Cover shall commence from the time the INSURED PERSON leaves their normal place of residence and TRAVEL DIRECTLY to their normal work location in association with rostered or overtime work. Cover ceases upon arrival at normal work location. Cover will re-commence for the return Journey from the INSURED PERSON's normal work location to TRAVEL DIRECTLY to their normal place of residence and shall cease upon arrival at normal place of residence. A journey will also extend to include activities undertaken during lunchtimes and meal breaks within business hours.
 - (b) A trip undertaken by an INSURED PERSON in the course of their employment. Cover shall commence from the time the INSURED PERSON leaves their normal place of residence and TRAVEL DIRECTLY to a nominated destination which is not their normal work location when required to do so by their employer for the performance of rostered or overtime work, training or other work-related activity. Cover ceases upon arrival at the nominated destination. Cover will recommence for the return Journey from the nominated destination to TRAVEL DIRECTLY to their normal place of residence and shall cease upon arrival at normal place of residence.
- n) **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.
- o) **PARTIAL TEMPORARY DISABLEMENT** means that as a result of an INJURY an INSURED PERSON is wholly and continuously prevented from engaging in more than 50% of his or her 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 occurs and must be under the regular care of and acting in accordance with the instructions or professional advice of a DOCTOR other than the INSURED PERSON or a family member.
- If during such disablement the INSURED PERSON is able to return to work in a reduced capacity then the compensation payable shall be calculated as the difference between their earnings from reduced work capacity and their pre-disability INCOME, multiplied by the BENEFIT for TOTAL TEMPORARY 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 40% of the BENEFIT for TOTAL TEMPORARY DISABLEMENT per week.
- p) **PERMANENT** means lasting at least twelve (12) consecutive months from the occurrence, and at the end of that time being beyond hope of improvement
- q) **POLICY PERIOD** means the period specified in The Schedule, or any prior or subsequent periods in respect of which YOU pay and WE accept the premium required for the continuation of this Policy, as provided in (vi) Conditions.
- r) **PREMIUM DUE DATE** means 30th day after THE INSURED is issued an invoice by US for this Policy.
- s) **PROFESSIONAL SPORTING ACTIVITIES** means participating in any sporting activity, including training for that activity, where the INSURED PERSON earns more than 25% (including any sponsorship they receive) of their annual gross Income from THE INSURED from that activity.
- t) **STATUTORY BENEFIT** means a weekly benefit payment to an INSURED PERSON from a relevant Workers' Compensation Insurer or authority or as a result of a transport accident.

- u) **THE INSURED** means The Insured, as shown in The Schedule and the entity that pays the premium to US.
- v) **TOTAL LOSS** means the PERMANENT and total physical loss of the body part referenced in the Table of INSURED EVENTS. Where that body part is a LIMB, HAND, FOOT, FINGER or TOE, TOTAL LOSS means the PERMANENT and total physical loss or loss of use of that body part referenced in the Table of INSURED EVENTS, or for an eye entire and irrecoverable loss of sight in that eye.
- w) **TOTAL PERMANENT DISABLEMENT** means disablement which:
 - (a) totally restricts an INSURED PERSON from performing his or her usual occupational or employment activities, or any other occupational or employment activities for which the INSURED PERSON has the experience, skills, education or training (or if the INSURED PERSON is not employed, it means disablement which prevents the INSURED PERSON from participating in any and every occupation for the remainder of his or her life.); and
 - (b) lasts at least 12 consecutive months from the occurrence; and
 - (c) at the end of that time, in OUR view is beyond hope of improvement.
- x) **TOTAL TEMPORARY DISABLEMENT** means that as a result of INJURY the INSURED PERSON is wholly and continuously prevented from engaging in his or her 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 occurs, and must be under the regular care of and acting in accordance with the instructions or professional advice of a DOCTOR other than the INSURED PERSON or a family member.
- y) **TRAVEL DIRECTLY** means travel to and from the INSURED PERSON's normal place of residence or normal place of employment and shall include any minor deviations or interruptions which in no way increase the risk of INJURY that would have normally arisen had the person travelled directly without deviation or interruption. Cover is extended to include travel during meal breaks during business hours.
- z) **WAITING PERIOD** means the continuous period commencing with the first day of PARTIAL TEMPORARY DISABLEMENT or TOTAL TEMPORARY DISABLEMENT for which medical certified in respect of INJURY and for which no compensation is payable. The continuous period for the waiting period is specified in The Schedule.
- aa) **WE/OUR/US** means Underwritten By, as shown in The Schedule.
- bb) **YOU/YOUR** means The Insured, as shown in The Schedule.

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

(v) **Special Provisions**

1. BENEFIT shall not be payable:
 - a. For the WAITING PERIOD
 - b. In excess of the Maximum Benefit Period, as specified in The Schedule, in respect of any one INJURY
 - c. Beyond the date of death for an INSURED PERSON
 - d. If at the time of the INJURY, the INSURED PERSON is not employed
 - e. If the INSURED PERSON attains the Maximum Age Limit, as specified in The Schedule
 - f. If the INSURED PERSON fails to provide the further information requested by US
 - g. 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
 - h. If a fraudulent claim is made in respect of the INSURED PERSON
 - i. 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
 - j. If the INSURED PERSON has previously received a full and final settlement for the same or related condition
 - k. Once the INSURED PERSON is deemed fit to return to work by a DOCTOR
2.
 - a. Any BENEFITS shall not be payable for more than one (1) of the INSURED EVENTS in Section 1 – Lump Sum BENEFITS INSURED EVENTS 1 to 18 in respect to the same INJURY
 - b. Any BENEFITS payable under Section 1 – Lump Sum BENEFITS INSURED EVENTS 2 to 18 shall be reduced by any Section 2 – Weekly BENEFIT – INJURY payments received
 - c. Should the INSURED PERSON sustain an INJURY which results in an INSURED EVENT 2 to 8 no further liability under the Policy for INJURY sustained thereafter

provided always that the INSURED PERSON is entitled to a BENEFIT under Section 1 – Lump Sum BENEFITS the INSURED PERSON may elect to receive a BENEFIT under Section 1 – Lump Sum BENEFITS or Section 2 – Weekly BENEFIT – INJURY.
3. The BENEFIT payable under INSURED EVENT 1 shall be payable to THE INSURED; any other BENEFIT payable under the Policy shall be payable to the INSURED PERSON.
4. Aggregate Limit of Liability. Our total liability for all claims arising from this Policy during any Policy Period shall not exceed AUD1,000,000.

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.
5. BENEFIT for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the Weekly Benefit for each day during which INJURY continues.
6. BENEFIT shall be payable fortnightly in arrears or such other period as may be agreed between YOU and US from time to time and case to case, commencing at the end of the first fortnight after the WAITING PERIOD.
7. If an INSURED PERSON suffers a recurrence of DISABLEMENT from the same or related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period and a new WAITING PERIOD will not apply.

WE are not liable to pay a BENEFIT relating to any further DISABLEMENT caused by the same or related cause or causes for an INJURY once the Maximum Benefit Period expires.

8. In the case where an INSURED PERSON, after the expiry of the WAITING PERIOD, receives or should receive any not at work related payments WE will pay the difference between the amount the INSURED PERSON receives or should receive and the BENEFIT shown in The Schedule.
9. WE will pay the difference between the STATUTORY BENEFITS and amount per week specified in The Schedule for as long as the INSURED PERSON is entitled to receive the STATUTORY BENEFITS or the end of the Maximum Benefit Period, whichever occurs first.
10. Where an INSURED PERSON suffers DISABLEMENT through an aggravation of a pre-existing injury the BENEFIT will only be payable for the duration of the aggravation and not for the underlying injury. The Maximum Benefit Period for this situation is limited to 26 weeks.
11. WE are not liable to pay a BENEFIT relating to any further DISABLEMENT caused by the same or related cause or causes for an INJURY once the Maximum Benefit Period expires. Subject to the terms of this policy and payment of Premium, WE will be liable to pay a BENEFIT for any further Disablement which is caused by an unrelated INJURY.
12. If an INSURED PERSON is entitled to make a claim to be paid under this Policy through being unable to follow their usual occupation but continues to earn an income from another source then that income from that other source will not affect the payment of a benefit under this Policy, unless the total of the payment under this Policy and the income derived from the other source exceeds the INSURED PERSON's total income as at the date of occurrence of the INJURY. Should the total figure exceed the total income then the excess portion of that income will be deducted from payments under this Policy.
13. If any provision of this Policy is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Policy will remain in full force and effect. Any provision of this Policy held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
14. Any benefits for INJURY caused by or arising out of a CYBER ACT or a CYBER INCIDENT are payable, subject to the terms, conditions, limitations and exclusions of this policy.

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

CYBER INCIDENT means:

(a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or

(b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.

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

(vi) **Conditions**

1. Non Payment of Premium

If at the time of making a claim under this Policy it is found that the instalment Premium has remained unpaid for a period of thirty (30) days or more past the last PREMIUM DUE DATE, then WE can delay payment of the claim until this premium has been received by US.

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

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

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

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

2. Premium Increase

After the guaranteed period stated in The Schedule WE may vary premium payments under this Policy. Such premium variation shall be notified to YOU in writing and will take effect from the next PREMIUM DUE DATE.

3. Time of the Payment of Claim

BENEFIT other than periodic payment will be paid immediately upon receipt of due written proof of the Claim. Periodic payment will be paid in the manner specified in Special Provision 6.

4. Clerical Error

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

5. Fraud

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

6. 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 National 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. If You do not wish to receive such information, please advise us on (02) 9191 1999.

7. Code of Practice

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

A copy of the code is available from the Code's dedicated website www.codeofpractice.com.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 n2n Claims Solutions in the first instance:

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

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

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

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com

Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

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

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

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

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

9. Service of Suit

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:
 - Lloyd's Underwriters' General Representative in Australia
 - Suite 1603
 - Level 16, 1 Macquarie Place
 - Sydney NSW 2000who has authority to accept service on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

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

10. Subrogation/Benefit Offset

- a) If WE make a BENEFIT payments under Section 2 – Weekly BENEFITS – INJURY this Policy to an INSURED PERSON and the INSURED PERSON receives any payments:
 - (i) from THE INSURED or a former employer, current employer, business income or other similar source;
 - (ii) from a BENEFIT paid under this Policy for an unrelated condition;
 - (iii) from any other wage protection, income protection, injury or illness policy (except for lump sum benefits received for Total and Permanent Disability (TPD) claim under such an insurance policy);
 - (iv) from any workers compensation insurer, compulsory third party motor vehicle insurer or public liability insurer;

- (v) from any government authority or government instrumentally in the form of a pension or allowance;
- (vi) by way of commission payments or remuneration relating to the period(s) from which the INSURED PERSON is paid under this Policy.

Then WE are entitled to recalculate and reduce the BENEFIT, to the INSURED PERSON, under this Policy, by any amount received from any of the above.

- b) Any difference between the BENEFIT paid and the recalculated BENEFIT shall be repaid. If WE are not fully repaid, WE can reduce future BENEFITS by the amount of the unpaid difference and/or be entitled to a repayment of the recalculated BENEFITS.
- c) If an INSURED PERSON receives payments from any of the categories in (a) above, after the BENEFIT has been paid by US, then WE are entitled to a repayment of the recalculated BENEFIT in full.
- d) The INSURED PERSON is obliged to disclose to US immediately details of any payments received, in accordance with (a) above, either before, during or after receiving their BENEFIT under this Policy.

11. Choice of Law and Jurisdiction

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

12. Surrender Value

No surrender value is acquired under this Policy.

13. Cancellation

Who can cancel this policy;

- a) YOU may cancel your policy at any time by notifying US in writing. The cancellation will take effect from the date of your written cancellation or at 4:00pm Australian Eastern Standard Time on the date WE receive YOUR written cancellation, whichever is the earlier, if you cancel WE will refund the premium for YOUR policy less any amount which covers the period for which YOU were insured, WE will not refund YOUR premium if WE have paid any claim made by YOU prior to receipt of YOUR written cancellation.
- b) WE may cancel this policy by giving thirty days' notice in writing to YOU at YOUR address on our file upon breach by YOU of any of its conditions including a condition relating to the payment of premium, or for any other reason available to US at law.

Upon cancellation of the policy by US, WE will refund the premium for the unexpired period of insurance, unless fraud has occurred or there has been a claim under the Policy for the unexpired period.

14. Change in Law

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

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

15. Sanctions

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

16. Several Liability Notice

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

(vii) Making a Claim

1. C Claims Procedure

a) As soon as THE INSURED or an INSURED PERSON becomes aware of anything happening which may result in a claim under this Policy THE INSURED and/or an INSURED PERSON must notify US as soon as possible, explaining about the potential claim.

b) Written notice must be given to:

n2n Claims Solutions
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.

c) All certificates and evidence (subject to clause d) below) required by US shall be furnished as required at the INSURED PERSON'S expense as often as is reasonably required.

d) In order to assess a claim an INSURED PERSON shall submit to a medical examination:

- I. If in Australia - at OUR expense as often as is reasonably required.
- II. If outside Australia – the INSURED PERSONS may be required to return to Australia. Once having returned to Australia, the medical examination will be at OUR expense as often as is required.
- III. If an INSURED PERSON fails to attend a medical examination;
 - the cost of the examination as charged by the examiner will be deducted from any BENEFIT payment;
 - the BENEFIT payments will cease until such time as the INSURED PERSON submit to the examination and they are certified as meeting the definition of DISABLEMENT.

2. Proof of Claim

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

3. Report of Claim

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

(viii) Exclusions

This policy shall not apply to any INJURY from JOURNEY directly or indirectly caused by or resulting from:

1. Any consequence of war, terrorism, invasion or civil war
2. Any criminal or illegal act committed by an INSURED PERSON.
3. Self-inflicted INJURY, including any attempt at suicide and INJURY caused directly by a reckless act of the INSURED PERSON
4. 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.
5. No BENEFITS are payable for any INJURY which is caused by the INSURED PERSON 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 motor vehicle.
6. Sexually transmitted disease, or Acquired Immune Deficiency syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection.
7. WE will also not pay any Benefit or provide cover if the provision of payment, Benefit or cover 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) or any applicable legislation (whether in Australia or not)
8. Any injury that is sustained during, or after, any substantial interruption of, or substantial deviation from the JOURNEY, made for any reason unconnected with the INSURED PERSONS employment or with the INSURED PERSONS attendance at any trade, technical, or other training school.
9. An INSURED PERSON participating, training or taking part in PROFESSIONAL SPORTING ACTIVITIES of any kind.

(ix) **Section 1 – Lump Sum BENEFITS - Injury**

Subject to the terms and conditions, (including limits and exclusions) of the Policy, in the event an INSURED PERSON sustains an INJURY which solely and directly results in any of the following numbered INSURED EVENTS outlined in Table 1 below, WE will pay to the INSURED PERSON the corresponding percentage of the Sum Insured for INSURED EVENTS 1 - 18, providing that:

- (a) the INJURY occurs during the POLICY PERIOD and within the Territory Limits; and
- (b) the resulting INSURED EVENT occurs within 12 months of the INJURY date; and
- (c) the INSURED EVENT is solely and directly attributable to the INJURY and not any other cause; and
- (d) a Sum Insured is shown against the relevant INSURED EVENTS.

The BENEFITS being a percentage of the Sum Insured shown in The Schedule against Lump Sum BENEFITS, for each INSURED PERSON.

Table of INSURED EVENTS – Table 1

INSURED EVENT	BENEFIT
1. ACCIDENTAL DEATH*	100%
2. TOTAL PERMANENT DISABLEMENT or PARAPLEGIA/QUADRIPLEGIA	100%
3. PERMANENT and incurable paralysis of all LIMB(S)	100%
4. PERMANENT TOTAL LOSS of sight of both eyes	100%
5. PERMANENT TOTAL LOSS of sight of an only eye	100%
6. PERMANENT TOTAL LOSS of use of two (2) LIMB(S)	100%
7. PERMANENT TOTAL LOSS of use of one (1) LIMB(S)	100%
8. PERMANENT and incurable insanity	100%
9. PERMANENT TOTAL LOSS of hearing in; a) both ears b) one (1) ear	80% 20%
10. PERMANENT TOTAL LOSS of use of four fingers and thumb of either hand	80%
11. PERMANENT TOTAL LOSS of the lens of one (1) eye	60%
12. PERMANENT TOTAL LOSS of use of four fingers of either hand	50%
13. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which covers more than 40% of the entire external body	50%
14. PERMANENT TOTAL LOSS of Use of one thumb of either hand; a) both joints b) one (1) joint	30% 15%
15. PERMANENT TOTAL LOSS of use of fingers of either hand; a) Three (3) joints b) Two (2) joints c) one (1) joint	10% 7.5% 5%
16. PERMANENT TOTAL LOSS of Use of toes of either foot; a) all - one foot b) great - both joints	15% 5%

c) great - one joint	3%
c) other than great, each toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5cm	7.5%
19. TOTAL PERMANENT DISABLEMENT not otherwise provided for under INSURED EVENTS 9 to 18 inclusive	Such percentage of the INSURED EVENT as WE shall in OUR absolute discretion determine and being in OUR opinion not inconsistent with the BENEFITS provided under INSURED EVENTS 9 to 18 inclusive. The maximum amount payable is fifty thousand (\$50,000) dollars.
20. Broken Bone Benefits caused directly and solely by INJURY;	\$2,000
a) Neck or spine (full break)	\$500
b) Hip, Pelvis	\$200
c) Skull, Shoulder Blade	\$200
d) Collar Bone, Upper Leg	\$150
e) Upper Arm, Kneecap, Forearm, Elbow	\$100
f) Lower Leg, Jaw, Wrist, Cheek, Ankle, Hand, Foot	\$100
g) Ribs	\$50
h) Fingers, Thumb, Toe	

(x) **Section 2 – Weekly BENEFITS - INJURY**

Subject to the terms and conditions, (including limits and exclusions) of the Policy, in the event an INSURED PERSON sustains an INJURY which solely and directly results in any of the following numbered INSURED EVENTS outlined in Table 2 below, WE will pay to the INSURED PERSON the corresponding BENEFIT set out in Table 2, cover only applies for an INSURED EVENT under Section 2 providing that:

- (a) An amount is shown on The Schedule against Section 2 – Weekly BENEFITS – INJURY; and
- (b) The WAITING PERIOD as shown in The Schedule has been served by the INSURED PERSON; and
- (c) The INJURY results directly in the INSURED EVENT which must occur within twelve (12) months of the date of the INJURY.

The BENEFITS under Section 2 are subject to the Maximum Benefit Period, WAITING PERIOD and percentage of INCOME shown in The Schedule. No BENEFITS shall be payable in excess of Maximum Benefit – Weekly BENEFITS – INJURY.

Table of INSURED EVENTS – Table 2

INSURED EVENT	BENEFIT
21. TOTAL TEMPORARY DISABLEMENT	During such disablement, the Weekly BENEFIT shown in The Schedule against Section 2 – Weekly BENEFITS – INJURY, but not exceeding the Maximum Benefit shown in The Schedule Section 2 – Weekly BENEFITS – INJURY.
22. PARTIAL TEMPORARY DISABLEMENT	As defined

(xi) **Section 3 – Additional Benefits**

1. Rehabilitation Assistance

In the event of the payment of a claim for DISABLEMENT, WE at OUR absolute discretion may elect to assist the INSURED PERSON in arranging for training or advice from a licensed vocational school, provided such training or advice is undertaken with the agreement of the INSURED PERSON's attending physician. The training and advice must directly assist the INSURED PERSON to return to work in his or her occupation or any gainful employment or vocationally retrain the INSURED PERSON.

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

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

WE may reduce the amount paid under this BENEFIT by any amount that can be claimed from any other source.

2. Return to Work Assistance

In the event of the payment of a claim for DISABLEMENT, WE at OUR absolute discretion may elect to assist the INSURED PERSON in arranging for professional assistance to improve their physical and/or emotional condition. Assistance includes special equipment for and/or modifications to the INSURED PERSON'S normal home or workplace.

The maximum amount payable by US in respect of return to work assistance is \$25,000. The training and advice must directly assist the INSURED PERSON to return to work in his or her occupation or any gainful employment or vocationally retrain the INSURED PERSON.

WE may reduce the amount paid under this BENEFIT by any amount that can be claimed from any other source.

3. Disappearance

If the INSURED PERSON disappears during JOURNEY in the POLICY PERIOD, following the disappearance, sinking or wrecking of a conveyance in which the INSURED PERSON was travelling and the INSURED PERSONS body has not been found within one (1) year after the date of disappearance, WE agree to pay the BENEFIT specified in The Schedule on the assumption that INSURED PERSON died as a result of an INJURY at the time of the disappearance, sinking or wrecking of the conveyance.

4. Exposure

Subject to the terms and conditions (including limits and exclusions) of the Policy, if as a result of an INJURY an INSURED PERSON is exposed to the elements, and as a direct result of such exposure the INSURED PERSON suffers from any of the INSURED EVENTS under any section of the Policy, within twelve (12) months of the date of the INJURY, it will be deemed that the INSURED PERSON sustained an INJURY on the date of the accident and WE will pay the corresponding BENEFIT for the relevant INSURED EVENT.

Head Office

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Locked Bag 3111 Rhodes NSW 2138

Offices also located

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