



# Group Income Protection For Employees

Master Policy Document  
Date of Issue 1 December 2023

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**PayCover**   
by COVERFORCE

# Policy Schedule

<b>Insurer</b>	AIA Australia Limited ABN 79 004 837 861 AFSL 230043
<b>Policy Owner</b>	Coverforce Pty Limited ACN 067 079 261
<b>Policy Numbers</b>	MP8841
<b>Plan Name</b>	PayCover
<b>Registered Address for Notices</b>	509 St Kilda Road, Melbourne VIC 3004
<b>Participating Employer</b>	The Participating Employer named in the relevant Monthly Premium Statement.
<b>Policy Commencement Date</b>	1 December 2023
<b>Eligibility Criteria</b>	<p>To be eligible to be an Insured Person, the employee must be:</p> <ul style="list-style-type: none"><li>&gt; an Australian Resident;</li><li>&gt; at least 15 years old and not more than 69 years old; and</li><li>&gt; employed by a Participating Employer.</li></ul> <p>The Participating Employer must nominate all employees who meet the Eligibility Criteria for cover.</p>
<b>Income Replacement Percentage</b>	As selected from Table A by the Participating Employer. The Income Replacement Percentage can differ depending upon whether the Insured Person's Total Disability or Partial Disability is the result of a Workplace Injury or Sickness. The applicable Income Replacement Percentage will be outlined in the Monthly Premium Statement.
<b>Maximum Benefit Period</b>	<p>The maximum period for which benefits will be paid for any one Injury or Sickness, as selected from Table A by the Participating Employer and then outlined in the Monthly Premium Statement.</p> <p>The overall Maximum Benefit Period cannot exceed 104 weeks.</p>
<b>Waiting Period</b>	<p>The longer of:</p> <ul style="list-style-type: none"><li>&gt; the period selected from Table A by the Participating Employer and then outlined in the Monthly Premium Statement; or</li><li>&gt; twenty-eight (28) days for all claims resulting from an Insured Person training for, practicing or playing any code of football.</li></ul>
<b>Maximum Benefit</b>	The lower of \$30,000 per month or the Benefit Cap (if applicable).
<b>Benefit Cap</b>	The cap on the Insured Person's benefit amount as selected by the Participating Employer, and outlined in the Monthly Premium Statement.
<b>Mental Health benefit</b>	Where the Mental Health benefit has been selected by the Participating Employer, this will be outlined in the Monthly Premium Statement.
<b>Special Conditions</b>	If any special conditions apply, these will be outlined in the Monthly Premium Statement.

**Table A**

PayCover type	Waiting Period for all claims other than claims for football injuries (days)	Waiting Period for claims for football injuries (days)	Income Replacement Percentage (Workplace Injury or Sickness)	Income Replacement Percentage (Non-Workplace Injury or Sickness)	Maximum Benefit Period	Is a Benefit Cap available?
Platinum 14	14	28	100	85	104 weeks	Yes
Platinum 21	21	28	100	85	104 weeks	Yes
Platinum 28	28	28	100	85	104 weeks	Yes
Gold 14	14	28	90	85	104 weeks	Yes
Gold 21	21	28	90	85	104 weeks	Yes
Gold 28	28	28	90	85	104 weeks	Yes
Silver 14	14	28	85	85	104 weeks	Yes
Silver 21	21	28	85	85	104 weeks	Yes
Silver 28	28	28	85	85	104 weeks	Yes
Bronze 14	14	28	80	80	104 weeks	Yes
Bronze 21	21	28	80	80	104 weeks	Yes
Bronze 28	28	28	80	80	104 weeks	Yes

This document is evidence of a contract of insurance between AIA Australia Limited (ABN 79 004 837 861) ("AIA Australia" or "Us") and Coverforce Pty Limited ("You") for the payment of certain insurance benefits in respect of Insured Persons employed by Participating Employers upon the conditions set out in this Policy in consideration of the payment of Premium by Participating Employers.

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## Section A: Definitions

For the purposes of this Policy, the following terms have the meaning given to them in this section.

**“Australian Resident”** means a person who permanently resides in Australia, or a temporary resident of Australia on a temporary working visa as agreed between You and Us.

**“Benefit Ceasing Age”** means:

- a. for a Sickness benefit, the date an Insured Person reaches age 65; and
- b. for any other benefit, the date an Insured Person reaches age 70.

**“Benefit Period”** means the period beginning from the first day after the end of the Waiting Period and ending on the earliest of the following:

- a. the Insured Person is no longer Totally Disabled or Partially Disabled;
- b. the end of the Maximum Benefit Period;
- c. the death of the Insured Person; or
- d. the date the Insured Person attains the Benefit Ceasing Age.

**“DSM 5”** means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR).

**“Guarantee Period”** means the period described in clause 34.1.

**“Homemaker Duties”** means the domestic tasks normally performed by a person who does not work for monetary reward and whose primary responsibility is tending the home and family. These duties may include cleaning, washing, cooking and tending to the needs of children and pets.

**“Injury”** means a physical injury to an Insured Person caused by violent, external and visible means, which occurs fortuitously after the employee becomes an Insured Person, and which results in any of the insured events specified in the Policy, within twelve (12) calendar months from the date of its occurrence, but does not include any condition which is also a Sickness.

**“Income”** means the Insured Person’s income:

- a. including all overtime and all allowances actually paid to the Insured Person, earned as a result of their personal exertion from their usual employment with the Participating Employer;
- b. excluding superannuation guarantee contributions;
- c. before personal deductions and income tax; and
- d. averaged over the twelve (12) month period (or the period employed if less) immediately prior to the Insured Person’s Injury, Sickness or death.

**“Income Replacement Percentage”** means the percentage that the Total Disability or Partial Disability benefit represents as a proportion of the Insured Person’s Income.

**“Insured Person”** means a person for whom cover is in force under the terms of the Policy.

**“Medical Practitioner”** means a medical practitioner legally qualified and registered to practice in Australia who is not:

- a. the Insured Person;
- b. a Spouse or relative of the Insured Person, unless approved by Us; or
- c. a Participating Employer, its relatives, business partners, shareholders or employees.

A medical practitioner located outside Australia will be deemed to satisfy this definition if he or she satisfies the conditions in paragraphs a-c above and, in Our opinion, he or she has qualifications equivalent to Australian qualifications.

**“Mental Illness”** means any stress-related or psychiatric related condition, including but not limited to, depression, neurosis, psychosis, mental or emotional stress or anxiety, physical fatigue, mental disease or an associated disorder.

**“Monthly Premium Statement”** means the monthly statement issued by You to Participating Employers.

**“New Mental Health Event”** means a Mental Illness where the Insured Person first experienced:

- a. any signs or symptoms; and
  - b. was diagnosed with the condition,
- after the later of:
- c. the start of cover; or
  - d. the date that the Mental Health benefit was included in the Insured Person’s cover.

**“Non-Workplace Injury or Sickness”** means an Injury or Sickness that is not a Workplace Injury or Sickness.

**“Other Disability Income”** means any income (other than any benefit received under this Policy) which a person may derive during a month, whether that income was actually received or not and includes:

- a. any employment or other work income performed while Partially Disabled;
- b. any benefit under any workers compensation, statutory compensation, pension, social security or similar schemes or other similar State, Federal or Territory legislation;
- c. any benefit under state or federal legislation such as the Department of Veterans affairs;
- d. any amounts received from other disability income insurance policies or superannuation funds arising from the same Injury or Sickness for which an Insured Person is receiving benefits under this Policy; and
- e. any employer funded sick leave entitlements and other income payments.

Where the Participating Employer has previously paid sick leave benefits to an Insured Person and they use the benefit amounts paid by Us as a reimbursement to either the Participating Employer or the Insured Person, the relevant sick leave amounts will not be offset.

**“Partial Disability”** and **“Partially Disabled”** means that as a result of an Injury or Sickness an Insured Person:

- a. unable to carry out his or her pre-disability working hours; or
- b. is unable to perform at least one income producing duty of his or her usual employment with the Participating Employer; and
- c. suffers a reduction in Income as a result of the Injury or Sickness; and
- d. is under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

**“Policy”** means this document including its Schedules and any document which evidences any authorised alteration or variation of them, as amended from time to time.

**“Pre-Existing Sickness or Injury”** means any Sickness or Injury for which the Insured Person has received treatment and/or advice within the twelve (12) calendar months prior to the start of the Insured Person’s cover under this Policy or the Previous Policy.

However, a Pre-Existing Sickness or Injury does not include a Sickness or Injury for which at the date of the Sickness or Injury, the Insured Person has, with the agreement of a registered and legally qualified Medical Practitioner:

- a. ceased all treatment and advice in relation to the condition, or any related condition for at least twelve (12) months; and
- b. the Insured Person has been actively at work for at least thirty (30) consecutive days.

**“Premium”** means the amount collected from Participating Employers and payable by You in respect of an Insured Persons for cover under this Policy, determined by reference to the Premium Rate.

**“Premium Rate”** means the rate at which Premium is payable for cover under this Policy, as outlined in the Monthly Premium Statement. The Premium Rate includes all fees, charges and commissions, guaranteed until the earlier of the end of the Guarantee Period or the expiry of the relevant enterprise agreement (if applicable).

**“Previous Policy”** means policy number GLD4306 issued by Hannover Life Re or CGSC0001 issued by Integrity Life Australia Limited (as applicable).

**“Schedule”** means the schedule attached to this Policy, as amended from time to time.

**“Sickness”** means any illness or disease of which the Insured Person first becomes aware after the employee becomes an Insured Person under the Policy.

**“Spouse”** includes a de-facto or same sex spouse.

**“Statutory Benefit”** means a regular payment to an Insured Person as a result of an entitlement from an Australian worker’s compensation or transport accident statutory scheme.

**“Total Disability”** and **“Totally Disabled”** means that as a result of Injury or Sickness, the Insured Person is:

- a. wholly and continuously prevented from engaging in his or her usual occupation; and
- b. under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

**“Waiting Period”** means the period commencing on the later of:

- a. the date an Insured Person is deemed Totally Disabled or Partially Disabled due to Injury or Sickness; or
- b. the first day of treatment by a Medical Practitioner for the Injury or Sickness that causes the Total Disability or Partial Disability,

The length of the Waiting Period that applies to an Insured Person is specified in the Monthly Premium Statement, but will not be less than fourteen (14) days.

**“We”, “Our”, “Us” or “AIA Australia”** means AIA Australia Limited (ABN 79 004 837 861 AFSL 230043).

**“Workplace Injury or Sickness”** means an Injury or Sickness caused by or arising out of the employment of the Insured Person by the Participating Employer and which entitles the Insured Person to bring a claim for Statutory Benefits.

**“You” or “Your”** means Coverforce Pty Limited (ABN 31 067 079 261).

## Section B: Injury and Sickness benefits

### 1 Total Disability or Partial Disability benefit

- 1.1 We will pay a Total Disability or Partial Disability benefit if an Insured Person becomes Totally Disabled or Partially Disabled due to Sickness or Injury while covered under this Policy and remains Totally Disabled or Partially Disabled continuously during the Waiting Period and immediately after the Waiting Period has ended.
- 1.2 For a benefit to be payable with respect to an Injury, the Total Disability or Partial Disability must occur within twelve (12) calendar months from the date of the Injury.
- 1.3 The amount of the benefit will be:
  - a. the Income Replacement Percentage multiplied by the Insured Person's Income; or
  - b. the Benefit Cap (if lower), minus Other Disability Income, up to the Maximum Benefit.
- 1.4 The Income Replacement Percentage will be as selected by the Participating Employer and outlined in the Monthly Premium Statement.
- 1.5 Benefits are paid fortnightly in arrears for as long as the Insured Person remains Totally Disabled or Partially Disabled.
- 1.6 If an Insured Person becomes Partially Disabled, the Benefit Period will start from the day after the later of when:
  - a. the Waiting Period has ended; or
  - b. the Insured Person ceases to be Totally Disabled.
- 1.7 If the Insured Person is capable of returning to work in a reduced capacity but refuses, We will pay a maximum of 25% of the benefit amount.
- 1.8 The Insured Person must undertake any treatment recommended by a treating Medical Practitioner and continue to do so during the currency of any period of Total Disability or Partial Disability. If the Insured Person fails to seek or follow medical advice or treatment or a rehabilitation programme for the relevant Injury or Sickness, Our liability in respect of the claim will be reduced by the amount that fairly represents the extent to which Our interests have been prejudiced as a result of that failure.

### 2 Waiting Period

- 2.1 The available Waiting Periods are shown in Table A. The Waiting Period, as selected by the Participating Employer, will be shown in the Monthly Premium Statement.
- 2.2 The Waiting Period for a claim resulting from an Insured Person training for, practicing or playing any code of football is twenty-eight (28) days.

### 3 Benefit Period

- 3.1 The available Benefit Periods are shown in Table A. The Benefit Period, as selected by the Participating Employer, will be shown in the Monthly Premium Statement.

### 4 Income Replacement Percentage

- 4.1 The Income Replacement Percentages are shown in Table A. The Income Replacement Percentage may differ, depending upon whether the Insured Person's claim is related to a Workplace Injury or Sickness. The Income Replacement Percentage, as selected by the Participating Employer, will be outlined in the Monthly Premium Statement.



## Section C: Additional Benefits

### 5 Rehabilitation benefit

- 5.1 In the event of the payment of a Total Disability or Partial Disability benefit, We at Our reasonable discretion may elect to assist the Insured Person in arranging for rehabilitation services. These services may include, but are not limited to, training at a vocation school, family counselling and emotional support services, exercise programs, participation in rehabilitation program(s) in conjunction with a rehabilitation provider – including back to work capacity activities, skills improvement and daily living functioning, and/or home modifications.
- 5.2 The above will only be provided with the agreement of the Insured Person's attending a Medical Practitioner. The maximum amount payable by Us in respect of this benefit is up to \$20,000 for an Insured Person.

### 6 Return to Work benefit

- 6.1 In the event of the payment of a Total Disability or Partial Disability benefit, We at Our reasonable discretion, may elect to assist the Insured Person in arranging for services to assist the Insured Person's return to work. These services may include, but are not limited to, return to work programs, assistance with speech, language and communication skills, exercise programs to assist with physical job capability and safety, workplace modification equipment and alternations, an/or fitting and training with regard to prosthetics.
- 6.2 The maximum amount payable by Us in respect of this benefit is up to \$20,000 for an Insured Person.

### 7 Cover Whilst Changing Jobs

- 7.1 Coverage under this Policy continues for a period of up to thirty (30) days if the Insured Person is ceasing work with the Participating Employer and moving to a new job.
- 7.2 Cover will continue, provided that the Insured Person has written evidence that he or she has accepted a position with another employer prior to ceasing employment with the Participating Employer.
- 7.3 This extended cover will cease on the earlier of:
- a. thirty (30) days after the Insured Person ceases work with the Participating Employer; or
  - b. the date the Insured Person starts work with their new employer.
- 7.4 Where an Insured Person ceases work with the Participating Employer and does not have a confirmed position to go to, cover will cease on the date their employment with his or her current Participating Employer is terminated.

### 8 Death Expenses benefit

- 8.1 If an Insured Person dies whilst in receipt of a Total Disability or Partial Disability benefit, We will pay You an additional benefit of one (1) week's Total Disability or Partial Disability benefit, calculated by reference to the benefit amount that the Insured Person was entitled to receive immediately before they died.

### 9 Homemaker Assistance benefit

- 9.1 Subject to clause 9.4, We will pay a Homemaker Assistance Benefit where each of the following conditions are satisfied:
- a. an Insured Person's Spouse performs Homemaker Duties and is not in receipt of any income from employment;
  - b. both the Insured Person and the Insured Person's Spouse are under age 70;
  - c. the Insured Person's Spouse suffers an Injury or Sickness lasting for twenty four (24) consecutive hours or more;
  - d. the Insured Person's Spouse is certified by a Medical Practitioner as continuing to be unable to perform their regular Homemaker Duties as a result of the Injury or Sickness;
  - e. a Homemaker Assistance benefit has not been applied in relation to the Insured Person under this Policy; and
  - f. the Insured Person provides Us with written proof that he or she has incurred expenses in obtaining assistance at home to perform the Homemaker Duties (for example receipts or invoices).
- 9.2 If these conditions are satisfied, We will reimburse expenses incurred to obtain professional care, support and/or treatment required to complete the Homemaker Duties, for which written evidence is provided. However, this benefit does not include a reimbursement for any medical or nursing expenses.
- 9.3 The benefit is payable only to the Spouse of the Insured Person, and not any other person (such as any relative or other person living with the Insured Person or their Spouse).
- 9.4 The maximum reimbursement payable under this benefit is up to \$200 for actual expenses incurred in any specific week, for up to a continuous period of twenty (20) weeks.

### 10 Death benefit

- 10.1 If an Insured Person dies, We will pay a lump sum amount of \$20,000.
- 10.2 If the Insured Person's Spouse dies while the Insured Person is covered under this Policy, We will pay a lump sum amount of \$5,000.

### 11 Mental Health benefit

- 11.1 Where the Participating Employer has chosen to include the Mental Health benefit, as outlined in the Monthly Premium Statement, clause 17.1(i) will not apply.
- 11.2 Where an Insured Person makes a claim in relation to a Mental Illness, for benefit payments to continue after the first three (3) months of the Benefit Period, the Insured Person must:
- a. continue to be Totally Disabled or Partially Disabled;
  - b. have been diagnosed with a Mental Illness as defined by DSM 5 (or subsequent iterations) (excluding those directly or indirectly related to alcohol and/or drug use) by a Medical Practitioner; and
  - c. continue to be following the reasonable and appropriate advice for treatment that represents best practice, recommended by a Medical Practitioner in relation to the Mental Illness that is the subject of the claim, in accordance with the most recent evidence-based guidelines.
- 11.3 The Mental Health benefit is only payable where the Insured Person's Mental Illness is a New Mental Health Event.



## Section D: Cover terms

### 12 Commencement of cover

- 12.1 To become an Insured Person, an employee must meet the Eligibility Criteria.
- 12.2 Insured Persons over age 64 are not eligible for a Sickness benefit. Insured Persons are eligible for all other benefits until they reach age 70.
- 12.3 For cover to start for any employee who meets the Eligibility Criteria, the following must occur within ninety (90) days of the employer becomes a Participating Employer, or the date the employee starts employment with Participating Employer (if later):
- a. a fully completed application form is received by You;
  - b. employee data reasonably requested by Coverforce in relation to all employees who meet the Eligibility Criteria is received in a format acceptable to You; and
  - c. Premiums are paid in relation to each employee who meets the Eligibility Criteria.
- 12.4 If all requirements of clause 12.3 are satisfied cover will start for an employee who meets the Eligibility Criteria on the first day of their employment with the Participating Employer, or the date the employer becomes a Participating Employer (if later).
- 12.5 If all requirements of clause 12.3 are not satisfied within ninety (90) days, cover for the relevant employees will begin on the date all the requirements are satisfied.
- 12.6 The Participating Employer must nominate all employees who meet the Eligibility Criteria for cover.
- 12.7 A Participating Employer must notify You of any changes to the information that has been supplied to You in relation to any Insured Person within thirty (30) days of the change(s) occurring.

### 13 Takeover terms

- 13.1 Where the policy being replaced by this Policy was a group policy issued by a life insurance company registered under the Life Insurance Act 1995 (Cth):
- a. the risk transfer of Insured Person's cover will occur on the basis set out in Financial Services Council Limited Guidance Note No. 11 Group Insurance Takeover Terms, dated 9 May 2013; and
  - b. the transfer of the amount of cover for each Insured Person will occur on the basis of the terms of this Policy.

### 14 Duties of Coverforce and Participating Employers

- 14.1 You and/or the Participating Employer must maintain records of Insured Persons' details, including their names, addresses, dates of birth, occupations, Income, dates of commencement and cessation of cover and employment, and other matters relevant to the Policy and must provide Us or You with such details when reasonably requested.
- 14.2 A Participating Employer must allow You and Us, upon reasonable notice and during normal office hours, to conduct an audit of any records the Participating Employer holds which are connected with this Policy. We may make copies of any relevant records and take them away. We may exercise this right regardless of the termination of the Policy for two years after termination or until final settlement of all claims made under the Policy, whichever is the later.

### 15 Reinstatement of cover

- 15.1 Where cover has ceased due to non-payment of Premiums, the Participating Employer may apply to Us in writing to reinstate cover for a person who meets the Eligibility Criteria.
- 15.2 Reinstatement of cover is subject to Our requirements and approval.
- 15.3 If We agree to reinstate cover, cover will recommence from the date of Our approval, and will be subject to Premium payments from that date.

### 16 Geographical scope of cover

- 16.1 Cover is provided with respect to Injury, Sickness or death that arises when the Insured Person is located:
- a. in Australia; or
  - b. outside Australia, but only if the Insured Person is located outside Australia temporarily (e.g. while on holiday) when the Injury, Sickness or death occurs.
- 16.2 Diagnosis of the Injury, Sickness or death must occur in Australia and We also require evidence that the death (if applicable) is recognised in Australia.

## 17 Exclusions

- 17.1 No benefits under this Policy will be payable where the Injury or Sickness which is the cause of the claim was directly or indirectly caused by or resulting from:
- a. War (whether declared or not), hostilities or rebellion, civil war, revolution, insurrection, military or usurped power, invasion, or act of a foreign enemy.
  - b. Ionising radiation or contamination by radioactivity from:
    - 1. any nuclear fuel or from any nuclear waste; or
    - 2. from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission); or
    - 3. nuclear weapons material.
  - c. In any way in connection with terrorism, which includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
    - 1. influence a government or any political division within it for any purpose; and/or
    - 2. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.
  - d. Intentional self-inflicted Injury or Sickness.
  - e. Being a pilot or crew-member of any aircraft; or engaging in any aerial activity, except as a fare paying passenger in a properly licensed aircraft, or as a passenger in an aircraft used as the means of transporting the Insured Person to and from their place of work.
  - f. Pregnancy, childbirth or miscarriage, other than a complication arising from any of those conditions which requires hospitalisation in the first thirty-three (33) weeks of pregnancy.
  - g. Any professional sporting activities.
  - h. A criminal act committed by an Insured Person.
  - i. An Insured Person suffering from a Mental Illness, unless the Insured Person is in receipt of workers compensation benefits for that condition (*this clause 17.1(i) does not apply where the Participating Employer has chosen to include the Mental Health benefit*).
  - j. An Insured Person engaging in or taking part in naval, military or air force service or operations.
  - k. Any Pre-Existing Sickness or Injury.
- 17.2 No benefit will be payable during any period of maternity leave. No benefit will be payable for any complications arising after the thirty-third week of pregnancy.
- 17.3 If the Participating Employer has elected to make the Mental Health benefit available to Insured Persons, and the cause of the claim is a Mental Illness, benefits are payable only in relation to New Mental Health Events.
- 17.4 We will not provide any cover or pay a benefit under this Policy if doing so will contravene or violate any sanction, prohibition, restriction, proscription or prevention under any sanctions, laws or regulations, including but not limited to sanctions, laws or regulations of Australia, New Zealand, the European Union, the United Kingdom or the United States of America or those set out in any United Nations resolutions.

## 18 Cessation of cover – Insured Person

- 18.1 Cover in respect of an Insured Person will cease on the earliest of the date on which:
- a. the Insured Person ceases to satisfy the Eligibility Criteria;
  - b. the Insured Person reaches the Benefit Ceasing Age;
  - c. the Policy terminates;
  - d. the Insured Person ceases to be employed by the Participating Employer, or Cover Whilst Changing Jobs under clause 7 ceases;
  - e. the employer of the Insured Person ceases to be a Participating Employer;
  - f. the date Premium has not been paid in respect of an Insured Person thirty (30) days after it is due to You; or
  - g. the Insured Person dies.

## 19 Cessation of cover – Employer

- 19.1 A Participating Employer may cease to be a Participating Employer and a Participating Employer may choose to end the cover of those employees who are Insured Persons at any time by giving written notice to You, with the Insured Persons cover ending on the expiry of the period of insurance for which Premium has been paid.
- 19.2 100% of each Insured Person's proportion of the Premium must be paid by a Participating Employer, and 100% of a Participating Employer's employees who meet the Eligibility Criteria must be admitted as Insured Persons. If this clause is not satisfied, We may:
- a. instruct You to end a Participating Employer's participation under this Policy and the cover of the Participating Employer's employees that are Insured Persons will end on the expiry of the period of insurance for which Premium has been paid; or
  - b. refuse to pay any claim arising under this Policy in respect of an Insured Person's cover or reduce Our liability for any benefit payable, by the amount of Premium overdue with respect to the Insured Person.
- 19.3 We may terminate Our liability for any insurance for a Participating Employer for which the Premiums have not been paid within thirty (30) days of the due date, provided that We have given written notice setting out the amount of Premiums due and stating that the Policy may be forfeited for non-payment of Premium.
- 19.4 Our right to forfeit insurance for the non-payment of Premiums will not prejudice Our right to collect Premiums for the period the insurance was in force.

## Section E: Claims and benefit payments

### 20 Proof of claim

- 20.1 The Participating Employer and/or the Insured Person must notify You and Us that the Insured Person may wish to make a claim as soon as possible. Notification can be by phone, email or in writing.
- 20.2 The Participating Employer and/or the Insured Person must provide You and Us with all the initial information and documentation that We may, acting reasonably, require in order to consider the claim.
- 20.3 This initial information will include:
- a. a completed claim form – with all three parts fully completed:  
Part A – Insured Person Statement;  
Part B – Medical Practitioner Statement;  
Part C – Employer Statement;
  - b. medical evidence and reports from the Insured Person's treating Medical Practitioners;
  - c. a copy of the Insured Person's job description;
  - d. records of the Insured Person's Income, attendance and duties with the Participating Employer; and
  - e. a certified copy of the death certificate (if relevant).
- 20.4 We are not responsible for any expenses incurred in providing this initial information.
- 20.5 After We have received the initial information, We may, acting reasonably request further information or assessments before We can determine a claim. This may include, but is not limited to, the Insured Person:
- a. attending medical examinations by a Medical Practitioner
  - b. attending a meeting with Our representative;
  - c. undertaking functional capacity tests; and
  - d. undertaking vocational assessments.
- 20.6 Any of the additional assessments or investigations requested after the initial information has been provided are at Our cost.
- 20.7 To assess a claim, We may require information from third parties for which We may require either the Insured Person's, or other related parties' consent. If this consent is withheld, We may not be able to accept the claim.
- 20.8 Any of the above initial or further information may be requested by Us at any time in order to assess an Insured Person's continued eligibility for benefits.
- 20.9 For each claim, We will agree with the Insured Person how often We need to be provided with updates. How often We ask for updates and what information We will need will depend on the type of condition the Insured Person has.
- 20.10 The Participating Employer and/or the Insured Person must authorise their Workers Compensation insurer to supply You and Us with any information that is required to determine any claim. The Participating Employer or Insured Person can do this in the relevant part of the claim form.

### 21 Claim payments

- 21.1 We will pay all benefits to You, unless otherwise directed by You.

### 22 Benefit offsets

- 22.1 We will reduce any Total Disability or Partial Disability benefit payable for an Insured Person by the amount of any Other Disability Income received by them in respect of the period of Total Disability or Partial Disability.
- 22.2 If We are paying a Total Disability or Partial Disability benefit to an Insured Person who is in receipt of Statutory Benefits and the Insured Person agrees to redeem or commute their Statutory Benefits entitlement to a lump sum payment with an insurer or authority, then We will treat the commutation or redemption payment as Other Disability Income and offset it accordingly for the number of weeks that the commutation or redemption payment represents the payment of Statutory Benefits to the Insured Person. The number of weeks will be determined by dividing the commutation payment by the weekly Statutory Benefit that was paid to the Insured Person immediately before the commutation or redemption.

### 23 Recurrent disablement

- 23.1 If within six (6) months after the date a Total Disability or Partial Disability benefit ceases to be paid, the Insured Person again becomes Totally Disabled or Partially Disabled due to the same or a related Injury or Sickness, the Waiting Period will be waived and We will regard any further benefit payments as a continuation of the previous claim.
- 23.2 If an Insured Person suffers a recurrence of Partial Disability and/or Total Disability for the same or a related Injury or Sickness, and the Insured Person worked on a full time basis for a period of at least six (6) months after the previous period of Total Disability or Partial Disability, performing all the duties of their usual occupation, the subsequent period of Partial Disability and/or Total Disability will be deemed to have resulted from a new Injury or Sickness and a new Waiting Period and full Benefit Period will be applicable.

### 24 Benefit payments

- 24.1 Benefit payments are paid in arrears. If We admit liability We will pay the first payment two (2) weeks after the end of the Waiting Period. Payments will be paid at fortnightly intervals thereafter until the time We cease to be liable to pay a benefit. If a benefit is payable for less than a whole week (7 days), We will pay 1/7th of the weekly amount for each day the benefit is payable.
- 24.2 You are obligated to pay any and all benefits paid by Us to You, to the Insured Person (except where a reimbursement occurs), and in a timely manner.

## **25 Mental Health benefit payments**

- 25.1 Where Mental Health cover has been selected and the Insured Person has made a claim in relation to a Mental Illness, in order for benefit payments to continue beyond three (3) months, clause 11 must be satisfied.

## **26 Cessation of benefit payments**

- 26.1 Benefits will cease as soon as one of the following happens:
- a. the Insured Person is no longer Totally Disabled or Partially Disabled;
  - b. the Maximum Benefit Period ends;
  - c. the Insured Person reaches the Benefit Ceasing Age;
  - d. the Insured Person dies;
  - e. where the Participating Employer has not elected to make the Mental Health benefit available to Insured Persons, and a claim is being paid for a Mental Illness, when Workers Compensation benefits cease; or
  - f. where cover for the Mental Health benefit has been obtained by the Participating Employer, in accordance with the end of the Mental Health benefit terms.
- 26.2 If an Insured Person suffers Total Disability or Partial Disability whilst residing or travelling outside Australia, the payment of benefits will cease six (6) months after the date the Insured Person was deemed Totally Disabled or Partially Disabled, unless the Insured Person has permanently returned to Australia.

## **27 Subrogation**

- 27.1 If We pay a benefit to indemnify an Insured Person for any loss under the Policy, We may have and We may exercise Our right to take action or commence proceedings in the Insured Person's name to recover from any person who may be legally liable for that loss. Both You and the Insured Person must provide reasonable assistance to Us in pursuing any such action or proceedings.
- 27.2 If the Insured Person brings a claim in their own name against another person arising out of the insured event giving rise to indemnity under this Policy and the Insured Person is successful in recovering against the other person, then the Insured Person will repay to Us out of any such amount they are awarded for their loss for the same period during which the Insured Person received benefits under this Policy. We will provide reasonable cooperation to the Insured Person or their legal advisers in bringing any such action.

## **28 Recovery of overpaid amounts**

- 28.1 Where a Participating Employer or an Insured Person has been paid an amount under the Policy which We are entitled to reduce under applicable legislation, the Participating Employer or the Insured Person will be liable to repay the full amount of any overpayment to us.

## Section F: General terms

### 29 Interpretation

- 29.1 For convenience, headings have been included in this document, but the heading of a section or clause does not change the interpretation of the wording beneath the heading.
- 29.2 Any wording indicating the singular can also be taken to mean the plural and vice versa.
- 29.3 Capitalised expressions are defined in the Definitions section or the Schedule.
- 29.4 Any stated currency amounts are in Australian dollars (AUD).

### 30 Cancellation rights under the Policy

- 30.1 We may cancel or avoid the cover provided by this Policy where permitted by law. For example, We may do so where:
- a. the Insured Person or Participating Employer has made a misrepresentation to Us in applying for cover, or has failed to comply with a provision of the Policy, including the term relating to payment of Premium; or
  - b. the Insured Person or Participating Employer has made a fraudulent claim under the Policy.
- 30.2 If the Policy is cancelled, We may deduct a pro rata proportion of the Premium for time on risk, and any government taxes or duties We cannot reasonably recover.

### 31 Premiums payable

- 31.1 The Premium will be calculated as per the Premium Rates specified in the Monthly Premium Statement.
- 31.2 In certain circumstances, We may also alter the Premiums payable under the Policy.

### 32 Premium payment

- 32.1 Premiums will be payable to You in arrears by each Participating Employer in respect of each month during which cover applies, on the fifteenth (15th) day of the subsequent month.
- 32.2 Acceptance of any Premium after the due date (on a regular basis or otherwise) will not be construed as a waiver of this clause.
- 32.3 No benefit is payable in respect of an Insured Person until all outstanding Premium that is payable by a Participating Employer in respect of all Insured Persons of that Participating Employer are paid.

### 33 Premium Waiver

- 33.1 If a Premium becomes payable in respect of the Insured Person whilst a benefit that is not a lump sum benefit is payable under the Policy, We will waive the Premium due in respect of the Insured Person for the period during which the Insured Person is receiving a benefit.

### 34 Guarantee Period

- 34.1 Subject to clause 19.3, 34.3 and 34.4, the Guarantee Period comes into effect on the Policy Commencement Date and will terminate on 31 October 2024.
- 34.2 During the Guarantee Period, You may alter the terms provided to certain Participating Employers as follows:
- a. increase the Waiting Period to twenty-eight (28) days;
  - b. reduce the Income Replacement Percentage to 85%; and/or
  - c. in the event a Benefit Cap applies, cap the maximum weekly benefit payable to an Insured Person.
- 34.3 During the Guarantee Period We, acting reasonably, may vary the Premium Rates of The Policies when any of the following occurs:
- a. You and Us agree in writing to change the Premium Rate or Premium;
  - b. You experience a change in control;
  - c. there is a change in the applicable law which necessitates a Premium or Premium Rate change;
  - d. the number of Insured Person's insured under The Policies decreases or increases by more than 20% since the Commencement Date;
  - e. Coverforce issue cover or documentation to a Participating Employer on terms other than outlined in any or all of The Policies, or as agreed by us in writing;
  - f. the advent of War, an act of terrorism or civil commotion on Australian shores or any act of invasion (whether declared or undeclared) on Australian shores;
  - g. Coverforce delay by more than three (3) months any agreed Premium or Premium Rate increases in relation to cover under The Policies and/or in relation to any Participating Employer under the Policies. Where this relates to a specific Participating Employer any resulting changes to Premium will only relate to the specific Participating Employer;
  - h. Coverforce make any material changes to the claims processes or procedures used by Coverforce, in relation to The Policies, which results in, or is expected, in Our reasonable opinion, to result in, a material deterioration of the claims cost under The Policies;
  - i. from 1 December 2023 to 31 October 2024, there has been an incorrect calculation or error in calculation made by Coverforce, or incorrect, incomplete, inaccurate or erroneous data collected, generated, provided or held by Coverforce prior to 1 November 2022, in relation to The Policies, which has adversely affected Our decision (formed reasonably and by applying appropriate actuarial principles) whether, and on what terms and conditions cover has been provided under The Policies;

- j. from 1 November 2024 there has been an incorrect calculation or error in calculation made by Coverforce, or incorrect, incomplete, inaccurate or erroneous data collected, generated, provided or held by Coverforce in the three (3) years prior to the current date (which may include a time period prior to 1 November 2022) in relation to The Policies, which has adversely affected Our decision (formed reasonably and by applying appropriate actuarial principles) whether, and on what terms and conditions cover has been provided under The Policies.

For the purposes of this clause 34.3 'The Policies' means any or all of policies MP8841 PayCover, MP8842 UPlus, MP8843 WageCare and / or MP8844 WageGuard issued by AIA Australia. 'You' means the various owners of the Policies, severally or together.

- 34.4 After the end of Guarantee Period, from time to time, We may change the Premium Rates payable under the Policy. We must give You thirty (30) days prior notice of the change.

### **35 Non-participating Policy**

- 35.1 This Policy is issued from Our Statutory Fund Number 1 and is a non-participating policy. It has no surrender value and does not participate in any surplus arising within the Statutory Fund.

### **36 Maintaining records**

- 36.1 You will be responsible for recording Participating Employer's and the Insured Persons' relevant details, including names, gender, date of birth, state of domicile, amount of cover, Premium amount, date joined Participating Employer, date ceased employment with a Participating Employer (where applicable), the date their cover commenced and ensuring such records are maintained.
- 36.2 Subject to Privacy Laws, You and the Participating Employer will allow Our nominated representative, upon reasonable notice and during normal office hours, to conduct an audit of Your records in relation to this Policy. In doing so, We will endeavor to minimise any inconvenience to You. We may make copies of any relevant records and take them away. We may exercise this right regardless of the termination of this Policy for a period of two (2) years after termination or until final settlement of all claims made under the Policy, whichever is the later.

### **37 Supply of information and evidence**

- 37.1 You must do everything appropriate to enable compliance within a reasonable time with any of Our reasonable requests for information and evidence in connection with this Policy. Any inadvertent error or omission on the part of either party will not relieve the other party from any liability which would attach under this Policy, provided that such error or omission is rectified as soon as possible after discovery. Such rectification will include payment for any loss incurred by the other party as a consequence of the error or omission.

### **38 Government charges**

- 38.1 As any new, or increase in, government charges, duties or taxes is beyond Our control, We may adjust the Premium Rates in line with such introduction or increases, or We may pass such charges, duties or taxes on to Participating Employers directly. These include, but are not limited to, State or Territory stamp duties.



## 39 Privacy statement

- 39.1 In this Privacy Statement 'You/Your' means an Insured Person, a person eligible for cover, the Participating Employer or Potential Participating Employer or the Policy Owner as the context indicates.

This section summarises key information about how AIA Australia handles personal information including sensitive information. For further information, please review the most up to date full version of the AIA Australia Group Privacy Policy on AIA Australia's website at [www.aia.com.au](http://www.aia.com.au), as updated from time to time (AIA Australia Privacy Policy).

Your privacy is important to us and AIA Australia and we are both bound by the Privacy Act, and other laws which protect your privacy. AIA Australia Group consists of AIA Australia Limited, AIA Financial Services Limited, The Colonial Mutual Life Assurance Society Limited, CMLA Services, Jacques Martin Pty Ltd, Jacques Martin Administration and Consulting Pty Ltd, AIA Group and their related bodies corporate and joint venture partners (together referred to as "**AIA Australia**", "**we**", "**us**" and "**our**"). Together, we provide you the following notification and information about AIA Australia's Privacy Policy and your rights.

### 39.2 Why AIA Australia collects Personal Information

AIA Australia collects, uses and discloses personal and sensitive information ("**Personal Information**") for purposes set out in the AIA Australia Privacy Policy, including to process applications for AIA Australia's products and services (including products AIA Australia distribute), to assist with enquiries and requests in relation to AIA Australia's products and services (including products AIA Australia distributes), for underwriting and reinsurance purposes, to administer, assess and manage your products and services, including claims, to understand your needs, interests and behaviour and to personalise dealings with you, to provide, manage and improve AIA Australia's products and services, to maintain and update AIA Australia's records, to verify your identity and/or authority to act on behalf of a customer, to detect, manage and deal with improper conduct and commercial risks, for reporting, research and marketing purposes, to otherwise comply with local and foreign laws and regulatory obligations, and for any other purposes outlined in AIA Australia's Privacy Policy. The reasons why AIA Australia collect, use and disclose Personal Information may vary depending on the product, services or other circumstances in which you have engaged with AIA Australia.

Where you agree or AIA Australia is otherwise permitted by law, AIA Australia may contact you on an ongoing basis by email, phone and otherwise, with offers and other promotional information about products or services AIA Australia think may interest you. If you do not wish to receive these direct marketing communications you may indicate this where prompted or by contacting AIA Australia as set out in AIA Australia's Privacy Policy.

### 39.3 How AIA Australia collects, uses and discloses Personal Information

AIA Australia may collect your Personal Information from various sources including forms you submit and AIA Australia's records about your use of AIA Australia's products and services and dealings with AIA Australia, including any telephone, email and online interactions. AIA Australia may also collect your information from public sources, social media and from the parties described in AIA Australia's Privacy Policy.

AIA Australia is required or authorised to collect Personal Information under various laws including the Life Insurance Act, Insurance Contracts Act, Corporations Act and other laws set out in AIA Australia's Privacy Policy. Where you provide AIA Australia with Personal Information about someone else, you must have their consent to provide their Personal Information to AIA Australia in the manner described in AIA Australia's Privacy Policy.

AIA Australia may collect your Personal Information from, and exchange your Personal Information with, AIA Australia's related bodies corporate including without limitation, joint venture partners and third parties, including the life insured, policy owner or beneficiaries of your insurance policy, AIA Australia service providers or contractors, your intermediaries (including without limitation, your financial adviser and the Australian Financial Service Licensee they represent, the distributor of your insurance policy, the trustee or administrator of your superannuation fund, your employer, unions of current and former staff members of AIA Australia (including contractors) medical professionals or anyone acting on your behalf including any other representative or intermediary) ("**Representatives**"), your employer, bank, medical professional or health providers, partners used in AIA Australia's activities or business initiatives (including if relevant to your policy, the Commonwealth Bank of Australia), AIA Australia's distributors, clients, and reinsurers, private health insurers (including MO Health Pty Ltd) and their contractors and agents, other insurers including worker's compensation insurers, authorities and their agents, other super funds, trustees of those super funds and their agents, regulatory and law enforcement agencies, other bodies that administer applicable industry codes, and other parties as described in AIA Australia's Privacy Policy.

Where AIA Australia provides your Personal Information to a third party, the third party may collect, use and disclose your Personal Information in accordance with their own privacy policy and procedures. These may be different to those of AIA Australia.

Parties to whom AIA Australia discloses Personal Information may be located in Australia, South Africa, the United States, the United Kingdom, Europe, Asia and other countries including those set out in AIA Australia's Privacy Policy. If the Financial Services Council Life Code of Practice ("**Code**") applies to the insurance cover AIA Australia provides to you, AIA Australia will comply with the Code when AIA Australia collects, uses and discloses your Personal Information.