



# Group Income Protection For Employees

Policy Document  
Date of Issue 20 February 2023

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**UPlus**<sup>U</sup>  
by COVERFORCE

## Policy Schedule

<b>Insurer</b>	Integrity Life Australia Limited ABN 83 089 981 073		
<b>Policy Owner</b>	U-Plus Pty Limited as Trustee of the U-Plus Trust ABN 30 779 952 012		
<b>Policy Number</b>	CGSC0002		
<b>Plan Name</b>	UPlus		
<b>Registered Address for Notices</b>	Wharf 10, 50-52 Pirrama Road, Pyrmont NSW 2009		
<b>Participating Employer</b>	The Participating Employer named in the relevant Monthly Premium Statement.		
<b>Policy Commencement Date</b>	20 February 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; aged: <ul style="list-style-type: none"> <li>&gt; at least 15 and not more than 65 years old in relation to Standard Cover; or</li> <li>&gt; at least 15 and not more than 69 years old in relation to Premium Cover;</li> </ul> </li> <li>&gt; gainfully employed by and nominated for cover by a Participating Employer; and</li> <li>&gt; covered by a Workers Compensation Policy.</li> </ul> <p>For cover to start a person must also be At Work.</p>		
<b>Income Replacement Percentage and Benefit Cap</b>	<p><b>Standard Cover</b></p> <p>Workplace Injury or Sickness</p> <p>85%. Benefit Cap is \$2,500 per week</p> <hr/> <p>Non-Workplace Injury or Sickness</p> <p>85% for Injury. 80% for Sickness. Benefit Cap is \$2,000 per week.</p> <hr/> <p><b>Premium Cover</b></p> <p>All Injury and Sickness</p> <p>85%. Benefit Cap is \$2,500 per week.</p> <hr/> <p>The Income Replacement Percentage and Benefit Cap applicable to the Participating Employer will be outlined in the Monthly Premium Statement.</p>		
<b>Superannuation benefit</b>	10%, included within the Total Disability or Partial Disability benefit.		
<b>Maximum Benefit Period</b>	<p>2 years.</p> <p>NB the Benefit Period is only 1 year for a claim which is the result of an Accident from age 66 onwards.</p>		
<b>Waiting Period</b>	<p>Standard Cover: 30 days Premium Cover: 21 Days</p> <p>An alternative Waiting Period of 14 or 21 days is also available in relation to Standard Cover.</p> <p>The Waiting Period applicable to the Participating Employer will be outlined in the Monthly Premium Statement.</p>		
<b>Benefit Ceasing Age</b>	<ul style="list-style-type: none"> <li>&gt; 66 in relation to Standard Cover; or</li> <li>&gt; 70 in relation to Premium Cover.</li> </ul>		
<b>Death Benefit</b>	\$5,000		
<b>Accidental Death Benefit</b>	\$20,000		
<b>Lump Sum Workers Comp Top Up benefit (for Insured Persons working in NSW only)</b>	<p>Death benefit</p> <p>A single lump sum payment equal to 16% of the compensation paid under Section 25(1) (a) of the NSW Workers Compensation Act, where an Insured Person dies from a Workers Compensation Injury.</p> <p>Permanent Injury benefit</p> <p>A single lump sum payment equal to:</p> <ul style="list-style-type: none"> <li>&gt; 100% (for a single Workers Compensation Injury); or</li> <li>&gt; 75% (for multiple Workers Compensation Injuries),</li> </ul> <p>of the compensation amount paid under Part 3, Section 66 of the NSW Workers Compensation Act in relation to a Permanent Injury of the Insured Person.</p> <p>This benefit is capped:</p> <ul style="list-style-type: none"> <li>&gt; in the case of hearing loss, at \$3,000; or</li> <li>&gt; in the case of back Injury at \$6,000.</li> </ul>		

<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>Enhanced Death Benefit</b>	\$25,000 or \$50,000 as selected by the Participating Employer and outlined in the Monthly Premium Statement. Where the Enhanced Death benefit has been selected, this replaces the Death benefit and the Accidental Death benefit.
<b>Special Conditions</b>	If any special conditions apply, these will be outlined in the Monthly Premium Statement.

Integrity Life Australia Limited (ABN 83 089 981 073) ("Integrity") agrees to extend cover to the persons who become Insured Persons on the terms and conditions set out in this Policy.

## Policy Schedule Premium Rates

Premium Rates vary based on the State of domicile of the Participating Employer's Workers Compensation Policy. The Premium Rates specified in the table below are current as at 1 January 2023, subject to Clause 28 of this Policy.

### Standard Cover

State	Total Premium (per person per month)
NSW	\$122.40
QLD	\$121.70
VIC, ACT, WA, NT	\$124.55
SA	\$125.50
TAS	\$122.20

### Premium Cover

State	Total Premium (per person per month)
NSW	\$170.15
QLD	\$168.90
VIC, ACT, WA, NT	\$172.70
SA	\$174.40
TAS	\$169.60

## Enhanced Death benefit

The Premium payable for the Enhanced Death benefit must be paid in addition to the Premium for either Standard Cover or Premium Cover as described above.

State	Death benefit (for any cause of death)	Additional Premium (per person per month)
ALL	\$25,000	\$3.30
ALL	\$50,000	\$5.15

## Changing the Waiting Period

Note: this option is not available in relation to Premium Cover.

To calculate the applicable Premium when reducing the Waiting Period, simply multiply the total Premium for Standard Cover by the additional Premium loading as described in the table.

State	Waiting Period	Additional Premium loading (per person per month)
ALL	Decrease the Waiting Period from 30 days to 14 days	Premium x 1.75
ALL	Decrease the Waiting Period from 30 days to 21 days	Premium x 1.50

## Adding the Mental Health benefit

To calculate the applicable Premium when the Mental Health benefit has been selected, simply multiply the total Premium for Standard Cover or Premium Cover by the additional Premium loading as described in the table.

State	Benefit	Additional Premium loading (per person per month)
ALL	Add Mental Health benefit	Premium x 1.30

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## Section A: Definitions

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

**“Accident”** means a violent, external and visible event that occurs accidentally.

**“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.

**“At Work”** means the Insured Person is performing all the duties of his or her usual occupation without restriction, or is on approved leave other than leave taken for reasons of Injury or Sickness.

**“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.

**“Coverforce”** means Coverforce Pty Limited (ABN 31 067 079 261, AFSL 238874).

**“Due Date”** means the date on which Premium must be paid as shown in the relevant Monthly Premium Statement.

**“Income”** means the average weekly remuneration paid by a Participating Employer to the Insured Person over twenty-six (26) consecutive weeks (or the Insured Person's period of employment if less) prior to the Injury or Sickness that resulted in the claim:

- a. including the industry standard productivity allowance (or such similar allowances);
- b. excluding compulsory contributions paid by the Participating Employer to the Insured Person's nominated superannuation fund; and
- c. excluding other performance related payment(s) and meal allowance, over award travel allowances, commission and redundancy payments.

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

**“Injury”** means a physical injury to an Insured Person caused by a 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 thirty (30) days from the date of its occurrence, but does not include any condition which is also a Sickness

**“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, their 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 premium 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:

- a. the start of cover; or
- b. 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.

**“NSW Workers Compensation Act”** means, as the context requires, the Workers Compensation Act 1987 (NSW) and/or the Workplace Injury Management and Workers Compensation Act 1998 (NSW), as amended from time to time.

**“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. statutory compensation, pension or similar schemes;
- c. income portions of common law settlements;
- d. income benefits from other disability income insurance policies or superannuation funds; and
- e. any other loss of income payments.

Other Disability Income excludes sick leave entitlements and social security payments.

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

- 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.

**“Permanent Injury”** means a Workers Compensation Injury with a degree of permanence calculated in accordance with part 3, Section 65 of the NSW Workers Compensation Act.

**“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.

**“Premium”** means the monthly amount payable by the Participating Employer on behalf of Insured Persons for cover under this Policy.

**“Premium Rates”** means the Premium payable for cover under this Policy as outlined in the Monthly Premium Statement. The Premium Rate includes all fees, charges and commissions.

**“Previous Policy”** means policy number GLD4307 (Accident/Sickness Cover) and/or GLD4307 (Death and Workers’ Compensation Top-up Cover) issued by Hannover Life Re.

**“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 the sole and direct result of an Injury or Sickness, an Insured Person:

- a. is unable to perform at least one necessary income producing duty of his or her regular occupation; and
- b. is not working in any undertaking usually performed for wage or profit; and
- c. is under the regular care and following the advice of a Medical Practitioner.

**“U-Plus”** refers to the product in which U-Plus Pty Ltd (ACN 164 305 285) as Trustee for the U-Plus Trust (ABN 30 779 952 012). U-Plus Pty Ltd acts under an Authorised Representative licence, Authorised Representative no. 441222 of AFSL 238874 held by Coverforce.

**“Waiting Period”** means the period commencing when a Medical Practitioner first certifies an Insured Person is Totally Disabled and ending on the expiry of the relevant period as selected by the Participating Employer and specified in the Monthly Premium Statement throughout which the Insured Person must be Totally Disabled.

If, during the Waiting Period, the Insured Person returns to employment for five (5) days or less, then those days for which the Insured Person was employed will be added to the Waiting Period.

If, during the Waiting Period, the Insured Person returns to employment for more than five (5) days, then the Waiting Period will recommence.

**“We”, “Our”, “Us” or “Integrity”** means Integrity Life Australia Limited ABN 83 089 981 073.

**“Workers Compensation Injury”** has the same meaning as “injury” in Part 1, Section 4 of the NSW Workers Compensation Act.

**“Workers Compensation Policy”** means an insurance policy in any Australian State or Territory, under which a person is covered for the benefits payable under workers compensation legislation applying in the relevant State or Territory.

**“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”, “Your”** means U-Plus Pty Limited.

## Section B: Death benefits

### 1 Death benefit

- 1.1 If an Insured Person dies, due to any cause, We will pay them the Death benefit.
- 1.2 The amount of the Death benefit is outlined in the Schedule.

### 2 Accidental Death benefit

- 2.1 This benefit is payable where an Insured Person dies as a result of an Accident in relation to which benefits under any Workers Compensation Policy are not paid or payable.
- 2.2 The amount of the Accidental Death benefit is outlined in the Schedule.

### 3 Enhanced Death benefit

- 3.1 This benefit is payable where:
  - a. the Insured Person's Participating Employer has selected this benefit, as outlined in the Monthly Premium Statement and the relevant Premium has been paid: and
  - b. the Insured Person dies of any cause.
- 3.2 The amount of the Enhanced Death benefit is outlined in the Schedule.
- 3.3 The Enhanced Death benefit is payable instead of, not in addition to, the Death benefit and the Accidental Death benefit.

## Section C: Total and Partial Disability benefits

### 4 Total Disability benefit

- 4.1 We will pay You a Total Disability benefit if an Insured Person becomes Totally Disabled while covered under this Policy and remains Totally Disabled continuously during the Waiting Period and immediately after the Waiting Period has ended.
- 4.2 For a benefit to be payable with respect to an Injury, the Total Disability must occur within thirty (30) days from the date of the Injury.
- 4.3 Once We admit liability, and the Waiting Period has expired, benefits and payments start to accrue.
- 4.4 The Total Disability benefit amount for an Insured Person is calculated as follows:

#### Standard Cover

##### Workplace Injury or Sickness

[85% x Income] or [\$2,500 (if lower)], minus Other Disability Income

##### Non-Workplace Injury or Sickness

Injury: [85% x Income or \$2,000 (if lower)], minus Other Disability Income

Sickness: [80% x Income or \$2,000 (if lower)] minus Other Disability Income

#### Premium Cover

##### All Injury or Sickness

Injury: [85% x Income or \$2,500 (if lower)], minus Other Disability Income

- 4.5 The Income Replacement Percentage, and therefore the benefit payable to the Insured Person may vary as outlined above, depending upon whether or not the Injury or Sickness which is the cause of the Insured Person's Total Disability or Partial Disability is a Workplace Injury or Sickness.
- 4.6 The Total Disability benefit will be paid fortnightly in arrears.
- 4.7 The Total Disability benefit payable will be calculated as 1/7th of the weekly Total Disability benefit for every day that it is payable.
- 4.8 If after a period of Total Disability, an Insured Person returns to work in a reduced capacity and is considered Partially Disabled, We may pay the Partial Disability Benefit as outlined in Clause 5.

### 5 Partial Disability benefit

- 5.1 If an Insured Person is Partially Disabled a Partial Disability benefit will be paid.
- 5.2 The Partial Disability benefit starts from the day after:
  - a. the Waiting Period has ended; and
  - a. the Insured Person ceases to be Totally Disabled.
- 5.3 The Partial Disability benefit amount for an Insured Person is calculated as follows:



## Standard Cover

Workplace Injury or Sickness

[85% x Income] or [\$2,500 (if lower)], minus Other Disability Income

### Non-Workplace Injury or Sickness

Injury: [85% x Income or \$2,000 (if lower)], minus Other Disability Income

Sickness: [80% x Income or \$2,000 (if lower)] minus Other Disability Income

## Premium Cover

### All Injury or Sickness

Injury: [85% x Income or \$2,500 (if lower)], minus Other Disability Income

- 5.4 The Income Replacement Percentage, and therefore the benefit payable to the Insured Person may vary as outlined above, depending upon whether or not the Injury or Sickness which is the cause of the Insured Person's Total Disability or Partial Disability is a Workplace Injury or Sickness.

## 6 Waiting Period

- 6.1 The available Waiting Periods are outlined in the Schedule. The Waiting Period, as selected by the Participating Employer, will be shown in the Monthly Premium Statement.
- 6.2 If, during the Waiting Period, the Insured Person returns to employment for five (5) days or less, then those days for which the Insured Person was gainfully employed will be added to the Waiting Period.
- 6.3 If, during the Waiting Period, the Insured Person returns to employment for more than five (5) days, then the Waiting Period will recommence.

## 7 Benefit Period

- 7.1 The available Benefit Periods are outlined in the Schedule. The Benefit Period, as selected by the Participating Employer, will be shown in the Monthly Premium Statement.

## 8 Superannuation benefit

- 8.1 Where the Insured Person is in receipt of a Total Disability or Partial Disability benefit, a Superannuation benefit is included as part of the Total Disability or Partial Disability benefit amount. The Superannuation Benefit amount is paid to the nominated superannuation fund of the Insured Person.
- 8.2 For periods of Total Disability or Partial Disability, the Superannuation benefit is  $\frac{1}{11}$ th x the Total Disability or Partial Disability amount payable to the Insured Person.

## 9 Benefit Offsets

- 9.1 We will reduce any Total Disability benefit or Partial Disability benefit payable for an Insured Person by the amount of any Other Disability Income or statutory income benefits received by them in respect of the period of Total Disability or Partial Disability.
- 9.2 If We are paying a Total Disability benefit 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.

- 9.3 Where an Insured Person who is Partially Disabled elects not to return to partial employment, We may estimate the amount of Other Disability Income they would have received based on their capacity to earn. Our liability in respect of the claim will be reduced by the amount that fairly represents the extent to which We have been prejudiced as a result of that election to not return to partial employment.
- 9.4 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.

## 10 Recurrent disablement

- 10.1 If within six (6) months after the cessation of Total Disability or Partial Disability benefit payments the Insured Person again becomes Totally Disabled or Partially Disabled due to the same or a related Injury or Sickness, we will waive the Waiting Period and regard the Total Disability or Partial Disability as a continuation of the previous claim. The Benefit Period will be reduced by the period over which benefit payments were previously made.
- 10.2 Where Total Disability or Partial Disability benefits have been paid in respect of an Insured Person and where Total Disability or Partial Disability recurs from the same or a related cause or causes at least six (6) months after the cessation of benefit payments, We will not pay any further benefits under this Policy unless, prior to the commencement of the second claim, where the Insured Person:
- a. returned to work for at least six (6) months working an average of at least twenty (20) hours per week over eighteen (18) weeks of the twenty four (24) weeks immediately prior to the recommencement of Total Disability or Partial Disability; or
  - b. returned to work for at least six (6) months but is in Our opinion not capable, due solely to the same or related cause, of working an average of at least twenty (20) hours per week over eighteen (18) weeks of the twenty four (24) weeks immediately prior to the recommencement of Total Disability or Partial Disability.

In both instances where benefits are reinstated, a Waiting Period will be applied.

- 10.3 If a Total Disability or Partial Disability benefit has been paid for any one Injury or Sickness for less than the Maximum Benefit Period, then the Total Disability or Partial Disability benefit payable under Clause 10.1-10.3 will only be payable for the balance (if any) of the Maximum Benefit Period.



## Section D: Lump Sum Workers Comp Top-Up benefit

### 11 Scope of Cover

- 11.1 This benefit is only available to Insured Persons who are covered by insurance in accordance with the NSW Workers Compensation Act.
- 11.2 Insured Persons who are not covered under a policy in accordance with the NSW Workers Compensation Act are not eligible for this benefit.

### 12 Death benefit

- 12.1 If an Insured Person dies as a result of a Workers Compensation Injury and the Insured Person's death and Injury occur during the period the Insured Person is covered by the Lump Sum Workers Comp Top-Up benefit, We will pay an amount equal to 16% of the compensation paid by the relevant Workers' Compensation Insurer under Part 3, Section 25(1)(a) of the NSW Workers Compensation Act.

### 13 Permanent Injury benefit

- 13.1 If an Insured Person first sustains a Permanent Injury during any period for which the Workers Comp Top-Up benefit applies to that Insured Person, We will pay the Permanent Injury benefit.
- 13.2 Permanent Injury benefit claims are only payable where the Insured Person has received an award made in respect of Part 3, Section 66 of the NSW Workers Compensation Act.
- 13.3 The Permanent Injury benefit is an amount equal to the applicable percentage specified below of the permanent impairment compensation amount paid under Part 3, Section 66 of the NSW Workers Compensation Act.
- 13.4 Where the permanent impairment that has resulted from the same incident has been caused by:
  - a. only one Workers Compensation Injury - the benefit We will pay to the Insured Person is equal to 100% of the permanent impairment compensation.
  - b. more than one Workers Compensation Injury - the benefit We will pay to the Insured Person is equal to 75% of the permanent impairment compensation.
- 13.5 This benefit is subject to a maximum of:
  - a. in the case of hearing loss – \$3,000; and
  - b. in the case of back Injury – \$6,000.

## Section E: Other benefits

### 14 Cover Whilst Changing Jobs

- 14.1 Coverage under this Policy continues for a period of up to twenty-one (21) days if the Insured Person is ceasing work with the Participating Employer and moving to a new job.
- 14.2 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 work with the Participating Employer.
- 14.3 This extended cover will cease:
  - a. Twenty-one (21) days after the Insured Person ceases work with the Participating Employer; or
  - b. the end of the current paid up monthly insurance period,which ever is the later.
- 14.4 In all instances, such cover will cease on the date the Insured Person starts employment with their new employer.
- 14.5 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.

### 15 Mental Health benefit

- 15.1 Where the Participating Employer has chosen to include the Mental Health benefit, as outlined in the Monthly Premium Statement, clause 19.1(g) will not apply.
- 15.2 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.
- 15.3 The Mental Health benefit is only payable where the Insured Person's Mental Illness is a New Mental Health Event.

## Section F: Cover terms

### 16 Commencement of Cover

- 16.1 To become an Insured Person an employee of a Participating Employer must:
- a. meet the Eligibility Criteria; and
  - b. be At Work.
- 16.2 The Participating Employer must nominate all employees who meet the Eligibility Criteria for cover.
- 16.3 If a person nominated as an Insured Person is not At Work because the person is on annual leave or long service leave (for reasons other than Injury or Sickness), he or she will be considered to be At Work.
- 16.4 Where a person is not At Work, cover will not commence for that person until he or she has resumed work and is performing all the normal duties of their usual occupation without restriction.
- 16.5 For cover to start for any nominated employee who meets the Eligibility Criteria, the following must occur within ninety (90) days of the employer becoming 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 You 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.
- 16.6 If all requirements of clause 16.5 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), and the person is At Work.
- 16.7 If all requirements of clause 16.5 are not satisfied within ninety (90) days, cover for the relevant employees will begin on the date all the requirements are satisfied.
- 16.8 Where an employee who meets the Eligibility Criteria commences employment with the Participating Employer and then leaves employment before the Premium Due Date, they will have cover for their period of employment with the Participating Employer provided that the relevant Premiums are paid by the Due Date stated on the Monthly Premium Statement.

### 17 Reinstatement of Cover

- 17.1 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 and who is At Work.
- 17.2 Reinstatement of cover is subject to Our requirements and approval.
- 17.3 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.

### 18 Geographical Scope of Cover

- 18.1 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.
- 18.2 Diagnosis of the Sickness, Injury or death must occur in Australia and We also require evidence that the death (if applicable) is recognised in Australia.

### 19 Exclusions

- 19.1 No benefit will be paid under this Policy where the Injury or Sickness which is the cause of the claim is in relation to/ or caused directly or indirectly by:
- a. an Injury or Sickness which an Insured Person suffered from prior to their cover starting under this Policy or the Previous Policy;
  - b. if on the date cover should have started for an Insured Person, they were not At Work;
  - c. an intentional self-inflicted Injury or Sickness;
  - d. uncomplicated pregnancy or childbirth;
  - e. war or acts of war whether declared or not, hostilities or rebellion, civil war, revolution, insurrection, military or usurped power, invasion, or act of a foreign enemy;
  - f. service in the armed forces of any national or international organisation including active service and training exercises within national or international armed reserve units; or
  - g. the Insured Person is suffering from a Mental Illness. *This clause 19.1(g) does not apply if the Mental Health benefit has been selected.*

If the Mental Health benefit applies, and the cause of the claim is a Mental Illness, benefits are only payable in relation to New Mental Health Events.

### 20 Cessation of Cover: Insured Person

- 20.1 Cover in respect of an Insured Person ceases on the earliest date on which:
- a. the Insured Person ceases to satisfy the Eligibility Criteria;
  - b. the Insured Person reaches the Benefit Ceasing Age;
  - c. the Insured Person ceases to be covered under a Workers Compensation Policy;
  - d. where the Premium has not been paid by the Due Date, the end of the cover period for which the last Premium was received by You;
  - e. the Insured Person ceases to be employed by the Participating Employer, or Cover Whilst Changing Jobs ceases;
  - f. the employer of the Insured Person ceases to be a Participating Employer;
  - g. the Insured Person dies; or
  - h. the Policy is terminated.

## Section G: Claims and benefit payments

### 21 Cessation of Cover: Participating Employer

- 21.1 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.
- 21.2 100% 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 nominated 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 submit any claim arising under this Policy in respect of an or reduce Our liability for any benefit payable, by the amount overdue.
- 21.3 We may terminate Our liability for any insurance for a Participating Employer for which the insurance 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.
- 21.4 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.

### 22 Proof of claim

- 22.1 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.
- 22.2 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.
- 22.3 This initial information will include:
- a. a completed claim form – with all three parts fully completed;
  - b. Part A – Insured Person Statement;
  - c. Part B – Medical Practitioner Statement;
  - d. Part C – Employer Statement;
  - e. medical evidence and reports from the Insured Person's treating Medical Practitioners;
  - f. a copy of the Insured Person's job description;
  - g. records of the Insured Person's Income, attendance and duties with the Participating Employer; and
  - h. a certified copy of the death certificate (if relevant).
- 22.4 We are not responsible for any expenses incurred in providing this initial information.
- 22.5 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.
- 22.6 To assess a claim, We 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.
- 22.7 Any of the additional assessments or investigations requested after the initial information has been provided are at Our cost.
- 22.8 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.
- 22.9 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.
- 22.10 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.

## **23 Claim Payments**

- 23.1 We will pay all benefits to You unless otherwise directed by You.
- 23.2 We will not pay a benefit unless the relevant Insured Person seeks advice and undertakes any treatment recommended by a Medical Practitioner and continues to do so during the currency of any period of disability.
- 23.3 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.
- 23.4 All amounts referred to in this Policy are in Australian Dollars and are payable in Australia.

## **24 Mental Health benefit payments**

- 24.1 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 15 must be satisfied.

## **25 Cessation of benefit payments**

- 25.1 Benefits will cease at the earliest of when:
- 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; or
  - e. 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.
- 25.2 If an Insured Person suffers Total Disability or Partial Disability whilst travelling or residing 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.

# **Section H: General terms**

## **26 Interpretation**

- 26.1 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.
- 26.2 Any wording indicating the singular can also be taken to mean the plural and vice versa.
- 26.3 Capitalised expressions are defined in the Definitions section or the Schedule.
- 26.4 Any stated currency amounts are in Australian dollars (AUD).

## **27 Cancellation rights under the Policy**

- 27.1 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.
- 27.2 An employer may cancel the cover provided by this Policy within twenty-one (21) days of the date You confirm acceptance of them as a Participating Employer. This is known as the cooling-off period. If the Participating Employer cancels during this period, We will refund all Premiums. The Participating Employer may not exercise this right where they have exercised another right under the Policy, such as making a claim.
- 27.3 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.

## **28 Premiums Payable**

- 28.1 The Premium will be calculated as per the Premium Rates specified in the Schedule.
- 28.2 From time to time, We may also change the Premiums Rates payable under the Policy.
- 28.3 We will inform You of any change to Premiums Rates thirty (30) days in advance of that change occurring.

## **29 Premium Payment**

- 29.1 Cover does not commence and no liability under this Policy will exist prior to the period of cover as specified in the Monthly Premium Statement.
- 29.2 Premiums will be due in respect of each month during which cover applies on the seventh day of that month, and must be remitted by the Participating Employer to You by the Due Date.
- 29.3 Acceptance of any Premium after the Due Date (on a regular basis or otherwise) will not be construed as a waiver of this condition.

- 29.4 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.

### **30 Subrogation**

- 30.1 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.
- 30.2 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.

### **31 Overpayments**

- 31.1 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.

### **32 Non-participating Policy**

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

### **33 Maintaining records**

- 33.1 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.
- 33.2 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.

### **34 Supply of information and evidence**

- 34.1 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.

### **35 Government Charges**

- 35.1 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.

### **36 Privacy Statement**

- 36.1 In this section '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.

Your privacy is important to Us. We have strict procedures in place to make sure that any personal information You give Us is handled in a responsible manner and in accordance with the Privacy Act 1998 (Cth).

For information on Integrity's privacy and information handling practices, You should read Our Privacy Policy which can be found on Our website at [integritylife.com.au](http://integritylife.com.au) or call 1300 543 366 for a copy.

In order for Us to administer insurance under Your Policy, We will need You to provide Us with certain personal and confidential information. If You do not provide all information requested, We may not be able to issue or administer the Policy. You should be aware of the type of information which We will request from you, in addition to how We will request this information and to whom We may need to disclose it.

#### **36.2 Personal information We collect**

We collect Your personal information including:

- > name, address, sex, date of birth and contact details;
- > occupation, income, date of commencement and cessation of employment;
- > information specific to the product or service You decide to purchase from Us; and
- > financial details.

We may also collect sensitive information, which includes information about Your health. We may be required to collect additional sensitive information when You make an application for certain insurance.

#### **36.3 How We collect Your personal information**

Where possible we'll collect personal information from You directly either through Our online services or in writing, or over the phone. We'll obtain consent before collecting sensitive information, such as health information, unless we're required or permitted by law to collect it without consent.



We may also collect personal information about You from a third party. These parties may include:

- > Our agents and service providers such as financial institutions;
- > Your agent or representative such as Your Financial Adviser;
- > third parties who may be arranging insurance cover for a group that You are a part of, such as Your employer;
- > your family member who applies for a policy that covers You or is instructed by You to deal with us;
- > people who are involved in a claim or assist Us in assessing, investigating, processing or settling claims such as investigators, assessors, witnesses and medical service providers;
- > law enforcement, dispute resolution, statutory and regulatory bodies; and
- > publicly available sources such as the internet.

Sometimes We may be required to collect sensitive information about You from a third party.

If You are providing information about a person who is to be covered by Your insurance Policy, You must show them this document or a copy of Our Privacy Policy available on Our website at [integritylife.com.au](http://integritylife.com.au) so they understand how We may use or disclose their personal information in relation to Your dealings with us.

#### 36.4 What We do with personal information

We collect, hold, use and disclose personal information in ways people would reasonably expect and where it is reasonably necessary for Our business, including:

- > issuing, administering and managing insurance policies;
- > assessing risk and underwriting insurance;
- > processing claims and taking recovery action;
- > improving Our products and services, and the customer experience;
- > handling complaints; and
- > working with business partners and insurance intermediaries.

#### 36.5 Disclosing personal information.

We, or Our agents, may disclose personal information to:

- > any person authorised by you;
- > our related bodies corporate;
- > other insurers and reinsurers;
- > our distributors and agents;
- > mail houses, records management companies or technology services providers for printing and/ or delivery of mail and email, including secure storage and management of Our records;
- > health care providers to establish medical status and arrange appropriate treatment and services. In an emergency We may also disclose information to employers and family members;
- > organisations that provide banking or transactional services to facilitate payments to and from us;
- > our advisers such as legal, actuary and accounting advisers;
- > business partners and intermediaries who arrange insurance with us;
- > co-insureds to confirm full disclosure has been made to us;

- > your employer, where You are under a group life insurance scheme, noting that sensitive information will only be disclosed with Your express consent;
- > government, law enforcement, statutory, regulatory or enforcement bodies and agencies;
- > service providers that perform data analytics;
- > insurance reference bureaus;
- > companies that conduct customer surveys on Our behalf; and
- > other parties as required by law.

In the case of a claim We may also disclose personal information to:

- > investigators and assessors to investigate and assess claims and related matters;
- > lawyers and recovery agents, to defend actions by third parties, to recover Our costs (including amounts owed to us) or to seek a legal opinion;
- > witnesses, to obtain witness statements;
- > experts to provide Us with opinions; and
- > other parties to a claim to obtain statements from them, seek recovery or defend an action.

We also collect personal information from these people and organisations.

We do not store or disclose personal information overseas. However, from time to time We may engage a service provider who does. You can find further information in Our Privacy Policy available on Our website at [integritylife.com.au](http://integritylife.com.au).

#### 36.6 Disclosure to business partners and intermediaries

When You buy a Policy arranged by one of Our business partners or intermediaries, You consent to Us providing all of Your personal information to that business partner or intermediary, which may include sensitive information and claim information. That business partner or intermediary will also provide Us with personal information.

You should read the Privacy Policy of that business partner or intermediary to find out how they collect, hold, use and disclose Your personal information.

#### 36.7 Access, corrections and complaints

Our aim is to always have accurate, complete, up-to-date and relevant personal information. If You would like to seek access to, or revise, Your personal information, or feel that the information We currently have on record is incorrect or incomplete, please contact the Privacy Officer on 1300 543 366, by email [hello@integritylife.com.au](mailto:hello@integritylife.com.au) or by writing to the Privacy Officer at R1741 Royal Exchange, NSW 1225.

### 37 Special Conditions

- 37.1 Cover is subject to the Special Conditions, if any, in the Schedule.

### 38 Notices

- 38.1 We will issue notices at the address specified in the Schedule as the registered address for notices.

### 39 Governing law

- 39.1 This Policy is subject to the laws applying in New South Wales and the jurisdiction of the courts in New South Wales. Payments under this Policy will only be made, if permitted by, and in accordance with such laws.



For more information

➤ 1 3000 COVER  
➤ [uplus.com.au](http://uplus.com.au)

UPlus is managed and administered  
by U-Plus Pty Ltd (ACN 164 305 284)  
as Trustee for the U-Plus Trust  
(ABN 30 779 952 012)

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**integrity.**

