

# Welcome to



## NetCover

Accident Income Protection Plan



## ■ WHY YOU NEED INCOME PROTECTION



**Are You Gainfully Employed?**

**Do You Have Any Financial Commitments?**

For Example:

- Car Loan
- Rent
- Mortgage
- Mobile Phone
- Credit Card

**Could You Meet Your Financial Commitments If You Were Unable To Work Due To An Accident?**

Then you should really consider NetCover.

**How Does NetCover Work?**

NetCover is an Accident Income Protection Plan that protects your income if you're totally disabled and unable to work due to an injury for up to 2 years.

It offers a regular payment (up to 90% of your average gross weekly income to a max of \$1000) to ensure you can maintain your lifestyle and pay your bills until you return to work.

NetCover not only protects your income from accidents while you are playing netball. It goes one step further by protecting you from accidents that may occur outside working hours World Wide.

## ■ EXAMPLES OF HOW NETCOVER WORKS



Whilst playing for your local team on the weekend, you take off after the ball and you tear your hamstring.

You find yourself off work for 6 weeks due to injury.

NetCover will pay your wages, for the period you are off work. \*

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Out in the city at a club, dancing, enjoying yourself, wearing high heels, you step awkwardly and end up tearing all the ligaments in your right ankle.

Finding yourself not being able to return to work for 14 weeks due to your failed dance move.

NetCover has you covered and will look after you financially whilst you can't earn an income\*

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Your in downtown Paris on a romantic holiday, you're riding a scooter along the road, hit a pothole, come off the scooter, unfortunately, break your shoulder, leg and four ribs.

Due to the extent of your injuries you won't be able to return to work for 30 weeks.

Whilst you're being rehabilitated NetCover has your wages covered.\*

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(\*Subject to 14 day excess)

## MEMBER BENEFITS



Covers 90% of your income up to a maximum of \$1,000 per week



\$25,000 accidental death benefit (outside working hours)



\$5,000 funeral benefit (accidental death 24 hour cover)



World wide cover outside working hours including netball injuries



Protecting players, coaches, umpires and officials



Tax deductible premiums



Benefit period, Age 16 Years - 60 Years, 104 weeks, over Age 60-65, 52 weeks



Age limit, over 16 years of age, under 65 years of age



Waiting period (excess period) 14 days



No medical required to join, however, previous or existing injuries or conditions are not covered



Netball injuries, 14 day excess period (\$250 excess on claims as per Netball Australia Policy benefit)



All other sporting injuries, outside working hours amateur sporting injuries are covered after 30 days (all football codes are excluded from cover except for Austag & touch football)



Easy monthly payments



Endorsed by Netball NSW

**COST**

**\$6**

**PER WEEK  
INC GST**

Cost per week including GST = **\$6.00**

LESS expected tax rebate = **\$1.80\***

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Net Cost = **\$4.20**

\* The tax rebate is based on an annual income of \$35,000

## ■ ABOUT US



NetCover is an Income Protection Insurance Product, created by WageCover Australia.

WageCover was formed 1st July 1993 and Incorporated on the 26th July 1995.

**Directors:**

Leonard James Dalton Dip Fin Mar, Dip F.S.(Brok), CIP, Senior Associate ANZIIF

Brendan Thomas Mockford Dip Bus, Dip F.S.(Brok), CIP, Senior Associate ANZIIF, JP No112164

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WageCover is a niche market benefit supplier. The company specialises in income protection, of which it has developed its own unique brand of policies which have been well received in the market place.

Being a niche market company, WageCover has the ability to locate a need in the market place and quickly develop specialised product with specific benefits to cover the needs and demands of the market. By being able to efficiently develop cost effective solutions for clients gives WageCover a competitive edge, which directly enhances the clients bottom line.

The underwriting network WageCover has developed over the years provides its clients with a Global facility, which ensures its clients of very competitive premiums.

WageCover's philosophy of exceptional service means all WageCover staff take a pro-active involvement with their clients and underwriters creating a win win environment.

WageCover has extensive experience with a large number of major companies and unions helping to provide tailored benefit programs that have been successfully implemented into Enterprise Agreements and Awards.

**WageCover Covers You Where Work Cover Won't!**

## ■ ABOUT LLOYD'S OF LONDON

As at 31st December 2004.



TOTAL RESOURCES £32.898 Billion (A\$76.560 Billion)

Premiums Trust Funds (PTF) forms the first link in the chain.

This is where the premiums income and any additional reserves are held in trust for the benefit of policyholders. Other than paying claims, these funds can only be used to meet permitted expenses, i.e.: reinsurance premiums, underwriting expenses and to fund overseas regulatory deposits etc.

The payment of claims takes precedence over the distribution of profit - members are unable to receive profits from the Funds until the underwriting account has been closed and all outstanding liabilities have been provided for.

Members Funds at Lloyd's (MFL) are the second link and consist of readily realisable assets that are available in case the PTF resources prove insufficient to meet obligations to policy-holders. These funds include cash securities, letters of credit, bank and other guarantees. The capital requirements are determined annually and reflect the nature and amount of risk the member underwrites. Those under-writing riskier business are required to have more funds at Lloyds.

Members Other Assets (MOA) These additional assets are not necessarily held at Lloyd's but are declared. Assets owned by individual members of Lloyd's are also liable to meet claims on the policies they have underwritten, should the funds in the first two links prove insufficient. Individual members trade with unlimited liability and are liable to the full extent of their personal wealth. Corporate members are liable to the extent of their resources. They are often the subsidiaries of leading insurance companies formed specially to participate in the Lloyd's market.

Lloyd's Central Fund (LCF) This fourth and final link of security is to protect the policyholder against any shortfall higher up the chain. This link includes assets resulting from annual contributions made by all members. This fund has been established to be available at the discretion of the Council of Lloyd's to ensure that policyholders' claims are met in the event of members being unable to meet their underwriting liabilities. In practice, this entails the payment of syndicate case cash calls where a member is unable to do so from his funds at Lloyd's or his own resources. The nett assets of the Central Fund as at 31st December, 2004 were £556million.

In late 2004, Lloyd's placed subordinated loan notes amounting to £506million in value, which are reflected as an asset and a liability within the Central Fund Financial Statement. Payments on the notes are subordinated to certain payments which may be made out of central assets including payments made to discharge the liability of an insolvent member to any person (including any policyholders) arising out of or in connection with insurance business carried on at Lloyd's by that insolvent member.

Central Fund assets may be supplemented by an amount not exceeding 3% of members' overall premium limits callable in any one calendar year from members' premiums trust funds (described and included in the first link).

In addition, the other assets of the corporation, (totalling £122million at 31st December, 2004) are available to meet underwriting liabilities in the last resort.

In aggregate, the value of Lloyd's Central Assets (excluding the subordinated debt liability and the callable layer) amounted to £1.184billion at 31st December, 2004.

## ■ PRODUCT DISCLOSURE STATEMENT

This product disclosure statement and Policy Document (PDS) is an important legal document that provide information on this insurance. Before you make a decision please read this PDS thoroughly.

Any advice in this PDS has been prepared without taking account of your objectives, financial situation or insurance requirements. Therefore, before acting on any advice in this PDS, you should consider whether it is appropriate to your objectives, financial situation and needs.

This PDS was prepared on 1 March 2006.

### **ABOUT THE INSURER**

The insurer of this policy are certain Lloyd's Underwriters (each for their respective proportions). Lloyd's Underwriters are authorised to carry on general insurance business in Australia by the Australian Prudential Regulation Authority. This government authority requires Lloyd's to maintain sufficient capital to meet insurance obligations to policyholders and regularly monitors their financial position.

### **ABOUT AFA PTY LTD**

AFA Pty Ltd (AFA) ABN 83 067 084 333 is an Australian Financial Services Licensee (AFSL No 247122) and an authorised Coverholder of the insurer. AFA acts on behalf of the insurer in arranging, entering into, administering and handling and settling claims in relation to this insurance . Neither AFA nor the insurer acts as your agent.

Because AFA acts as agent of the insurer you should contact it in relation to any matter in relation to this insurance in the first instance.

### **HOW THIS INSURANCE WORKS**

This insurance is provided to the NSW Netball Association Limited (ABN 19 001 685 007) as the contracting insured and is designed to provide cover in relation to insured persons who are financial members of the association who fall within the eligibility criteria.

When the insured person applies for this insurance it completes an application form and we use the information supplied to decide the terms of cover we will provide. We provide cover on the terms contained in this document and the most recent schedule that we issue to the insured.

The Schedule contains important information relevant to the insurance including who the insured is, who the insured persons will be, the policy period, the premium, the applicable benefits and limits and whether any standard terms have been varied by way of endorsement. It should be kept in a safe place.

All of these make up the insured policy with us.

Before expiry, we will send the insured a renewal notice which states whether we will renew and if so, on what terms. The renewal notice will state what is required.

Insured persons who fall within the agreed eligibility criteria specified in the Schedule, get automatic access to the cover we have agreed to provide under the policy by way of a statutory right under section 48 of the Insurance Contracts Act 1984 (Cth). They are not contracting insureds. The insured does not act as our agent, does not hold this insurance on trust for insured persons and is not authorised to provide any advice to an insured person on it.

The insured is required to ensure that each insured person is given a copy of this booklet and any

other policy documents. The PDS must be given to the insured person before they make the election to access the policy to ensure that they understand the cover they are accessing and their rights and obligations. If this hasn't been done, the insured person should contact AFA.

It is important that both the insured and the insured persons read the policy carefully and keep the documents that comprise it in a safe place together with any documents that may be needed in case of a claim – for example, documents which substantiate earnings and relevant medical certificates.

Please do not hesitate to contact your Insurance Adviser if you have any questions about this booklet or your insurance cover.

### **POLICY BENEFITS**

The insured and insured persons need to make sure that they are happy with the extent of cover provided by this insurance.

In consideration for payment of the premium and based on the information provided by the insured when applying, if an insured person suffers an accidental injury occurring outside working hours during the policy period and while the insured person has access to the cover and the insured person suffers:

(a) one of the covered conditions specified in the schedule, we will pay a capital benefit specified in the schedule for the condition, in the manner specified in the policy.

(b) from a disability of the type specified in the schedule within 12 months of the injury, we will pay a weekly benefit of up to 90% of an insured person's weekly income or an agreed amount, whichever is the lesser and only up to a maximum period of 104 weeks or as otherwise stated in the schedule, in the manner specified in the policy.

The above cover is subject to the other terms, conditions and exclusions of the policy.

The cover is only provided to people between the ages of 16–65 or as otherwise stated in the schedule or by endorsement.

### **SIGNIFICANT MATTERS**

We will only provide cover up to the amounts(s), limits and the sum(s) insured and for the period of time specified in the policy and subject to its other terms, conditions and exclusions.

For example: if the sum insured is less than an insured person's weekly income, we will only pay up to the sum insured stated in the schedule.

An insured person's access to cover may end before the policy period ends. For example, if the insured person falls outside the eligibility criteria by reaching a certain age, or if the insured cancels the policy. Insured persons need to make sure that they understand when this can occur.

In certain circumstances, the policy will not provide any insurance cover. For example we do not pay a benefit in the following circumstances:

(a) the suicide or attempted suicide; intentional self-injury or an attempt at intentional self-injury by an insured person;

(b) neurosis, psychoneurosis, psychosis, mental disorder or disease, emotional disorder or disease, depression stress, anxiety condition or disorder or mental illness of any kind; or chronic fatigue syndrome;

(c) the insured person being under the influence of drugs (other than prescribed and taken as

directed by medical practitioner) or alcohol or driving a motor vehicle with a blood alcohol concentration in excess of the legal limit.

For full details of all relevant exclusions where cover does not apply, insured persons and the insured should read the exclusions section of this document.

### **COST OF THE POLICY AND PAYING FOR INSURANCE**

The insurance provided is subject to the insured person's payment or agreement to pay the premium we require by the agreed time. In order to calculate the premium, we take various factors into consideration, including:

- (a) the type of cover requested;
- (b) the type of insured persons who can access the cover;
- (c) the sum(s) insured and limits; and
- (d) the insured previous insurance history.

The premium also includes amounts payable in respect of compulsory government charges including Stamp Duty and GST (where applicable).

Insured persons may need to pay the insured an amount in order to access the cover. Insured persons will be informed of any amount payable and how and when it must be paid before they access cover. Any such amount payable is not premium as insured persons are not contracting parties to the policy.

### **WHAT HAPPENS IF THE INSURED DOES NOT PAY THE PREMIUM?**

Claims cannot be made under the policy if at the time the injury occurred, any instalment of premium remained unpaid for 14 days or more.

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

We may deduct from any claim paid or payable, any unpaid premium or instalment of premium.

### **TAXATION**

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

### **YOU CANNOT GIVE YOUR RIGHTS AWAY**

Neither the insured nor an insured person can give anyone else an interest in the policy without our written consent.

### **THE DUTY OF DISCLOSURE**

Before a person enters into a contract of general insurance with us, they have a duty under the Insurance Contracts Act 1984 to disclose to us every matter that they know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

You must tell us before we issue the policy every matter which:

- (a) you know; or
- (b) a reasonable person in the circumstances could be expected to know;
- (c) is relevant to our decision whether to accept the risk and if so on what terms.

## **WHAT YOU DO NOT NEED TO TELL US**

You do not need to tell us about any matter:

- (a) that diminishes our risk;
- (b) that is of common knowledge;
- (c) that we know or should know as an insurer; or
- (d) that we tell you we do not need to know.

## **WHAT HAPPENS IF YOU DON'T COMPLY?**

If you do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

## **WHO SHOULD YOU TALK TO IF YOU HAVE QUESTIONS, CONCERNS OR A COMPLAINT ABOUT A CLAIM?**

The AFA Claim Department Manager should be contacted if your complaint is regarding how we or any of our investigators, assessors or loss adjusters, have handled a claim.

The AFA Customer Services Department Manager should be contacted regarding any other complaint you have with the policy or any other service that you have received.

If in doubt as to whom you should refer your complaint, please contact the AFA Customer Services Department Manager. To contact any of the abovementioned, please call AFA on (02) 9259 8222 or 1300 728 997.

We will deal with the complaint within 15 working days.

If you are not satisfied with the response, you may lodge a further complaint which will be handled by our Disputes Resolution Panel. If you are not satisfied with the response, you may contact Lloyd's Underwriters' General Representative in Australia, located at Suite 2, Level 21, 123 Pitt Street, Angel Place, Sydney NSW 2000, telephone number (02) 9223 1433.

If you are still not satisfied, then if the problem or complaint relates to a claim covered by the insurance industry's independent review body, Insurance Ombudsman Service Limited (IOS) Scheme then you may refer the complaint to the IOS. This is a free service established to resolve disputes between customers and insurers.

You may contact IOS at PO Box 561 Collins Street West, Post Office, Melbourne Victoria 8007, or phone 1300 363 683 or fax (03) 9621 2060.

Their web site is <http://www.iecltd.com.au>.

Please note that this organization is independent from us. It will not accept a complaint unless you have first tried to resolve the problem with us. Please let us know if you would like to be sent a brochure containing more information about the Code.

If the complaint is not covered by the IOS scheme, we will advise of other options for resolution.

## **GENERAL INSURANCE CODE OF PRACTICE**

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards and service in the general insurance industry. If you require further information on the code please contact us.

## **PRIVACY POLICY**

We are committed to complying with the principles of the Privacy Act 1998 (Cth) concerning the collection, use and management of personal information about individuals.

We will collect and use your personal information to arrange cover and administer and manage your and our rights and obligations in relation to it.

We disclose personal information to third parties who we believe are necessary to allow us to do the above. For example:

- (a) to our relevant staff and contractors involved in delivering our services;
- (b) where an agent or broker is used to organize your insurance, or assists you with a claim, to that agent or broker;
- (c) to your employer (in connection to a claim);
- (d) to reinsurers or reinsurance brokers (which may include reinsurers located outside Australia);
- (e) to facilitators such as legal firms, accountants, actuaries, loss adjustors and claims investigators;
- (f) to insurance reference bureaus or credit reference bureaus;
- (g) to our agents such as doctors and other medical service providers engaged by us.

We may be required to provide your personal information to others for purposes of public safety and/or to enforce our rights of subrogation.

We limit the use and disclosure of any personal information provided by us to them to the specific purposes for which we supplied it.

If you would like a copy of our Privacy Policy, or wish to opt-out of receiving marketing material we send or wish to seek access to, or correct the personal information we have collected or disclosed about you then please contact us.

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it. If it is sensitive information we rely on you to obtain their consent on these matters. If you have not done or will not do either of these things, you must tell us before the relevant information is provided.

## **DEFINITIONS**

Where words or phrases used in the policy are written in italics, those words or phrases will have the following meanings:

1. *You/your* means the insured persons and the insured.
2. *We/our/us* means AFA Pty Ltd, ABN 83 067 084 333, on behalf of certain underwriters at Lloyd's.
3. *Policy period* means the period specified in the schedule attached, or any subsequent period in respect of which the insured pays and we accept the premium required for the continuation of the policy.
4. *Accident* means a sudden, unexpected, unusual, specific event which occurs at a identifiable time and place.
5. *Injury* means bodily injury (including death) resulting solely from an accident which occurs outside working hours and while the policy is in force and this includes any condition resulting from exposure to the elements as a result of such bodily injury, other than as excluded by the exclusions section of this insurance. Injury does not include:
  - (a) any consequences of any condition which is ordinarily described as being a disease;

- (b) aggravation of any condition which pre-existed the date of the accident;
- (c) any other pre-existing condition;
- (d) any degenerative condition irrespective of when the degeneration commenced or when and to what extent the degeneration progressed.

6. Outside working hours means an injury that happens to an insured person outside of work where the injury is not normally covered by any workers compensation legislation or ordinance or scheme.

7. Temporary total disablement means that solely as the result of an injury and within 12 months of the date of the injury an insured person is entirely and continuously unable to engage in their occupation or any other occupation, profession or business which they are reasonably qualified to perform based on their education, training or experience, for longer than the elimination period stated in the schedule.

8. Pre-Existing means injury or condition for which an insured person received treatment, or advice for treatment or had been prescribed medication or had consulted a medical practitioner or other health professional, prior to the policy period as shown in the schedule or the date the relevant Insured Person accessed cover.

9. Schedule means the most current policy, renewal or endorsement schedule.

10. Premium Due Date means in the case of premium paid monthly, the end of each month when the monthly premium instalment is payable.

11. Income means the insured person's average weekly income net of business expenses but before personal deductions and income tax, earned from personal exertion in their usual business, profession, occupation or employment for the number of weeks so engaged during the 12 month period immediately preceding injury, but excluding reimbursement of expenses, long service leave paid but not taken and other non regular income.

12. Elimination period means the period starting on the first day of temporary total disablement after the insured person has consulted a medical practitioner for an injury.

13. Insured Person means a financial member of the NSW Netball Association Limited who meets the eligibility criteria specified in the schedule and has access to cover under this policy.

14. Insured means the NSW Netball Association Limited as the contracting insured of this policy.

15. Access shall start on the date a person meets the eligibility criteria specified in the Schedule and end at the earlier of the following times:

- (a) when the policy period ends or the policy is cancelled by us or the insured;
- (b) when the person is no longer within the eligibility criteria specified in the Schedule;
- (c) when the person ends their access by giving the insured written notice;
- (d) 4:00pm local standard time of the third business day after the day on which we advise the insured in writing that the person is no longer eligible for access or such later time as we may specify in the notice;
- (e) such other time as is specified in the Schedule.

16. Medical practitioner means a properly and legally qualified medical practitioner currently registered to practice in Australia, who is not the insured person's spouse, or a member of the insured person's family.

17. Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not

be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s).

18. Utilisation of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

19. Utilisation of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

20. Utilisation of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

## **EXCLUSIONS**

The policy does not cover:

1. (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;  
(b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - (ii) the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  
2. The policy shall not apply to any event directly or indirectly caused or contributed to by, or resulting from:
  - (a) war or warlike operations (whether war is declared or not), hostilities, invasion, act of an enemy foreign to your nationality or the country in or over which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or terrorist activity;
  - (b) explosions of war weapons, utilization of nuclear weapons of mass destruction, chemical weapons of mass destruction or biological weapons of mass destruction, howsoever these are distributed or combined;
  - (c) murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to your nationality whether war be declared with that state or not.Also excluded is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all of (a) to (c) above.

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

3. An insured person engaging in or training for:
  - (a) racing of any kind, other than on foot; or
  - (b) any football code, except for touch football and austag;
  - (c) any combat sports (including but not limited to Boxing, Wrestling or Martial Arts); or
  - (d) mountaineering, rock climbing, speleology, sky-diving, hang-gliding, bungee jumping; or
  - (e) motor sports or recreations involving heights; or

- (f) underwater sports (including but not limited to scuba diving).
4. An insured person deliberately exposing himself to danger, or an insured person's own criminal act.
  5. An insured person being under the influence of drugs (other than as prescribed and taken as directed by medical practitioner) or alcohol; or driving a motor vehicle with a blood alcohol concentration in excess of the legal limit.
  6. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named or Human Immunodeficiency Virus (HIV).
  7. Neurosis, psychoneurosis, psychosis, mental disorder or disease, emotional disorder or disease, depression, stress, anxiety condition or disorder or mental illness of any kind; or chronic fatigue syndrome.
  8. An insured person engaging in or training for any professional sporting activities.
  9. An insured person flying, or participating in air travel or any other kind of aerial activity unless as a fare paying passenger on a commercial airline with scheduled flights.
  10. An insured person's suicide or attempted suicide; intentional self-injury or an attempt at intentional self-injury.
  11. Any insured person who is not between 16 and 65 years of age, unless otherwise specified in the schedule.
  12. An insured person driving or riding on motor cycles or motor scooters of any kind if they are:
    - (a) a probationary, learner or unlicensed motor cycle rider;
    - (b) a rider whilst the motorcycle is being ridden on other than a permanent sealed surface which is constructed of bitumen or concrete;
    - (c) a rider of any motor cycle engaging in any form of competition, race or trial; or
    - (d) a rider of any motor cycle on a racetrack during a racetrack open date whether they paid for access or otherwise.

#### **SPECIAL CONDITIONS - GENERAL**

##### Capital Benefit Event 1 — Death By Injury

1. Compensation shall not be payable in the following circumstances:

- (a) under any event in excess of the aggregate period shown against such events in respect of any one injury;
- (b) during the elimination period;
- (c) beyond the date of the insured person's death;
- (d) before the date on which the insured person first consulted a medical practitioner for the injury;
- (e) in respect of any injury, or recurrence of any injury (in aggregate) for longer than the benefit period stated in the schedule whether there is a recurrence or otherwise;
- (f) if the insured person is capable of a return to work in a reduced or partial capacity in any occupation but does not do so for any reason;
- (g) if the insured person's injury occurs outside the scope of cover specified in the schedule.

2. Compensation shall be reduced, limited or repaid in the following circumstances:

##### Weekly Benefits

- (a) Compensation payable under the policy as weekly benefits for injury is limited to the periods and the amounts as set out in the schedule.

(b) In respect of periods in which the insured person is entitled to receive or receive for the same injury, any workers compensation or other periodical payment of any kind, or wages, salary (not including sick leave entitlements) or earned income from any other source, then the weekly benefits paid in respect of injury as shown in the schedule will be reduced by the amount of the other payment received in the corresponding period and where a lump sum is received from other insurance or any other benefit of compensation of any type then, to the extent that weekly benefits have been paid under the policy the weekly benefits must be repaid.

(c) The maximum amount payable for any event or series of events occurring during a policy period is limited to the compensation shown in the schedule.

#### Capital Benefit Event 1 – Death by Injury

(d) Compensation is payable in the event of the death of an insured person by bodily injury only, resulting solely from an accident (Capital Benefit 1). Cover is only provided while the insured person is not performing duties at work and is not in receipt of, or not entitled to receive any benefits under any workcover or workers' compensation legislation, and whilst the insured person is actually engaged in travel from their normal place of residence directly to their place of employment, or whilst actually engaged in travel from their place of employment directly to their normal place of residence.

### 3. Calculation of Weekly Benefits

Compensation for periods of less than one week will be paid at the rate of one seventh ( $\frac{1}{7}$  th) of the weekly benefit.

### 4. Recurrent Disablement

If the insured person has returned to work either partially or fully after having received weekly benefits for temporary total disablement and has a recurrence of temporary total disablement or temporary partial disablement arising from the same injury, then provided the policy is still in force as at the date of the recurrence, the insured person can claim for the balance of the benefit period, if any. In the above circumstance the elimination period will not be applied again.

### 5. Aggregate Limit of Liability

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

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

If a benefit is payable in respect of an insured person's death, the benefit will be paid to their estate.

## **CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY**

### 1. COMPLYING WITH POLICY CONDITIONS

The due observance and fulfilment of the terms of the policy and the truth of the statements and answers in the application, and in any claim forms, statements and medical evidence required from the insured and insured persons in connection with this insurance, shall be conditions precedent to our liability to make any payment under the policy (to the extent permitted by law).

### 2. FRAUD

Any fraud, mis-statement or concealment by the insured or an insured person in relation to any matter affecting this insurance or in connection with the making of any claim under it will give us the rights provided for in the Insurance Contracts Act, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the policy.

### 3. PREMIUM INSTALMENTS

If the premium for this insurance is to be paid by instalment and the insured: fails to make the payment in the specified manner; or

fails to make payment in the specified manner and the payment is 30 days overdue, we will not pay any claim that first arises after the instalment became due.

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

The effect of this is that this insurance will be cancelled by us if the instalment is not received within 30 days of being due and claims arising from events occurring after that date will then be denied.

We have the right to vary the benefits and the premium payable under this insurance at the end of each policy period.

Any changes to the benefits (compensation) or premium payable will be notified to the insured in writing at least 30 days before the expiry of the policy period.

#### 4. CANCELLATION

Subject to the cooling off period, the coverage under the policy can be terminated at any time at the request of the insured by giving written notice to us, in which case we will retain our short period rate for the time the policy has been in force and any Government taxes and charges we cannot recover.

We will not refund the premium if we have paid any claim under the policy prior to receipt of the written cancellation.

We may cancel the policy at any time as provided by Section 60 of the Insurance Contracts Act 1984, with the period of notice to the insured not being less than 30 days.

The insured and not us, will advise each insured person if the policy ends.

#### 5. CLAIMS MADE UNDER THE POLICY

(a) Insured persons must give us written notice within 30 days of the occurrence of any circumstance in respect of which a claim has arisen or may arise under the policy.

(b) When an insured person has notified us in accordance with (a) above, we will send them claim forms which must be fully completed and returned to us within 30 days of receipt.

(c) Medical certification will be required by the insured person's medical practitioner in the format we provide to them for that purpose, in order to allow us to assess the claim.

(d) In order to claim for weekly benefits, the ongoing certification of disability, provided by the insured person and their medical practitioner will be required, in the format we provide, on progress claim forms. The insured person must meet the cost of the medical certification and the completed progress claim forms must be returned to us within 30 days of them being requested.

(e) All evidence required by us in order to allow us to assess the claim shall be furnished as required at the insured person's expense.

(f) The insured person must submit to medical examination at our expense as often as is reasonably required.

#### 6. OTHER INFORMATION

We may also require an insured person to provide us with:

(a) written authorities allowing us to access information, which may include personal and sensitive information;

(b) evidence of the insured person's income in the period prior to disability commencing, or their income in any period after disability commences;

(c) details of any other insurance covering the same condition for which a claim is being made.

#### 7. PROOF OF CLAIM

Written proof of a claim must be furnished to us at our office within 30 days of it being called for. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to do so provided that the proof is furnished as soon as is reasonably possible and in no event except in the absence of legal capacity, later than 12 calendar months from the time it was called for.

#### 8. TIME OF THE PAYMENT OF CLAIM

Periodic payment for weekly benefits will be fortnightly in arrears. Payment of any other claim will

be made upon receipt and review of due written proof of the claim.

#### 9. INSPECTION RIGHTS

In the event of a claim the insured person must allow us access to their employment records so that we can confirm that they remained employed and continued to pay premiums for the coverage provided in the policy.

#### 10. SUBROGATION

We, on behalf of the insurer, are entitled to commence or take over legal proceedings in your name for the defence or settlement of any claim, or to sue or prosecute any other person to recover any monies payable by them at law. You must not take any action to prejudice any such right of recovery and must co-operate and do all things necessary to enable the recovery action to be prosecuted.

#### 11. ADDITIONAL BENEFIT - FUNERAL EXPENSES

In the event an insured person dies as a result of injury, we will reimburse their funeral expenses up to a maximum of \$5,000 in addition to any other compensation payable under the policy. This benefit only applies if the injury causing the insured person's death occurs more than 90 days after they obtained access to coverage under the policy.

#### 12. SERVICE OF SUIT CLAUSE (AUSTRALIA)

The Underwriters hereon agree that:

(i) In the event of a dispute arising under the policy, at your request:

Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

(ii) Any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's General Representative in Australia

Lloyd's Australia Limited

Suite 2, Level 21, 123 Pitt Street, Angel Place, Sydney NSW 2000

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at your request to give a written undertaking to you that he will enter an appearance on Underwriters' behalf.

If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

#### 13. UPDATING OUR PRODUCT DISCLOSURE STATEMENT

Where required and only if permitted by law, we may need to update our PDS from time to time. We will issue you with a new PDS or a Supplementary PDS to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, or in the case of an insured person whether to access this product, we may issue a notice of this information in other forms or keep an internal record of such changes (a paper copy is available free of charge by calling us).

Endorsed by Netball NSW

ALL CORRESPONDENCE TO: WageCover Australia Pty Limited

(ABN 31 070 231 748 AFSL 246276)

PO Box 590 Newport NSW 2106

T: 02 9979 8366 F: 02 9979 7902

E: admin@wagecovercom.au

## ■ HOW TO JOIN NETCOVER



Simply download\* the application form from the Netball NSW Website under Policies and Forms (Adobe Acrobat® format), print it out then complete, sign and post to:

NetCover Application Co-ordinator,  
WageCover Australia Pty Limited,  
PO Box 590,  
Newport NSW 2106

Or: Phone/Fax/Email us for an application form:

T: (02) 9979 8366

F: (02) 9979 7902

E: [admin@wagecover.com.au](mailto:admin@wagecover.com.au)

\*The download Application form is in Adobe® Acrobat® format. You can obtain Acrobat Reader as a free download from [www.adobe.com](http://www.adobe.com)

## ■ HOW TO CLAIM NETCOVER



When you sustain an injury outside working hours which prevents you from attending your place of work, you must as soon as possible after the happening of any injury seek and follow medical advice from a qualified medical practitioner.

As soon as possible contact WageCover direct on (02) 9979 8366 and obtain a claim form. Complete all questions on the claim form as required and have the doctor who first attended to you complete the medical certificate.

Have your employer complete and sign the income statement on the claim form together with a separate proof of earnings (i.e. proof of your income for the full twelve months before your injury – tax return) and forward the completed claim form including all medical certificates/reports to:

WageCover Australia Pty Limited,  
PO Box 590, Newport NSW 2106

## ■ FREQUENTLY ASKED QUESTIONS



Am I covered overseas?



Yes, cover is extended World Wide, 24 Hours 7 Days for an accident that happens outside working hours.



What happens to my sick pay?



No offset against sick pay



What is the definition of Gross Pay?



Gross Pay is basic pay plus all other allowances and payments prior to tax.



What does 'amateur sporting injuries' mean?



An injury sustained while playing or training for your sport, which you receive no income from.



Does this effect my Netball Australia Policy Benefit?



No. This policy will top up any benefit you receive from the Netball Australia Policy to bring you up to 90% of your gross income to a max of \$1,000



Can my friends or family join if they are not a member of a Netball Association?



No



How long is the waiting period?



14 Days



Are there medical forms to complete?



Yes only when making a claim.



How long after my injury should I make a claim?



You should make your claim as soon as possible.



Am I covered for any injury?



Yes, as long as the injury is not a pre-existing condition. This means you have been treated for this condition before becoming a member of NetCover.



How do I go about claiming in the event of an injury?



Please contact Wagecover on (02)-9979 8366 and they will guide you through the steps to be taken.



Do I have to use all my sick leave prior to making a claim?



No.



Do I consult my own doctor in the event of a claim?



Yes. The underwriter Lloyds of London may ask you to visit a doctor chosen by them during the period of incapacity. Such a request will be at the cost of the underwriter.



If I'm injured at work will the policy pay my wages?



No.



Will my medical bills be paid by this policy?



No. Medical Insurance covers these bills.



How do I get paid in the event of a claim?



Once the claim has been accepted by the underwriter your benefit will be paid fortnightly in arrears.

**NetCover...**  
**we've got you covered!**