



Accident and Illness Benefits Program



Building & Construction Industry Accident and Illness Benefits Program

This brochure has been produced to assist workers in understanding the benefits that apply under the various insurance covers administered by Incolink and the circumstances under which these benefits may be claimed.

Updated 1 October 2020



Incolink was established in 1988 as the industry redundancy scheme to support workers between jobs.

As well as managing funds for workers, Incolink supports the Industry with a range of benefits and services.

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The Incolink Accident & Illness Benefits program brochure is only intended to provide a general overview of the benefits available under the various insurance policies governing the Accident and Illness Benefits program. It does not contain all the information that may be relevant to the matters included in it. The information is provided as a matter of interest only – **this information is not an insurance policy.**

Conditions apply to the benefits that may be available under those insurance policies. These conditions are not fully set out in this brochure. You should:

- not act in reliance on the information contained in this brochure;
- check the accuracy, reliability and completeness of any information; and if necessary
- obtain independent and specific advice before acting.

This brochure has been produced to assist you in understanding the benefits that may apply under the various insurance covers administered by Incolink and the circumstances under which these benefits may be claimed.

PLEASE NOTE: Incolink is only the administrator of the Building and Construction Industry Accident and Illness Benefits program. The Insurance Policy is arranged by Windsor Management Insurance Brokers ACN 083 775 795 AFS Licence Number 230747 and distributed by Incolink. Incolink does not manage or process claims (except funeral claims). Incolink is not a holder of an Australian Financial Services Licence and does not give any advice in relation to those insurance policies.

The Personal Accident & Illness Leisure Time policies (being Personal Accident Leisure Time and Leisure Time Illness/WorkCover Top-Up & Workplace Death and Capital Benefits and Portable Sick Leave Insurance) are underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFS Licence number 239545. All claims under these policies are managed by Total Claims Solutions ABN 42 389 515 023, who have been appointed as Claims Manager on behalf of QBE Insurance (Australia) Limited.

The Discretionary Covers (Ambulance, Dental and Funeral) are provided via Incolink's Discretionary Fund and are governed by the Discretionary Guidelines. Ambulance and Dental claims are managed by Total Claims Solutions. Funeral claims are managed by Incolink.

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Please note: The details contained herein only apply to workers whose employer is paying into the Incolink Redundancy, IPT, Portable Sick Leave and Bill Payer insurance programs and not apply to Plumbing & Pipe Trades Entitlement Fund members. If you are not certain about your cover you should urgently check with your employer as they may be paying into another insurance program, which means that you may not be covered under our Accident and Illness Benefits Program.

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Incolink is the trading name of the Redundancy Payment Central Fund Ltd, a Company Incorporated in Victoria. The Company acts as the Trustee of the various Trusts, which governing Trust Deeds are applicable to employers and their workers within the commercial building and construction sector.

What cover applies to me?

If your employer is paying and is up to date with Incolink redundancy contributions:

Personal Accident Leisure Time Insurance

- Leisure Time Injury – Weekly Benefits
- Broken Bones
- Capital Benefits
- Journey Cover – Weekly Benefits
- Journey Cover – Capital Benefits

Discretionary Cover

- Emergency Transport
- Dental, Accident only
- Funeral

If your employer is paying Incolink Income Protection and Trauma (IPT) premiums:

- Leisure Time Illness – Weekly Benefits
- TAC Top-Up
- Workers Compensation Top-Up
- Workplace Death & Capital Benefits
- WorkCover Top Up and Workplace Death and Capital Benefits for Workers aged 70 up to 75th birthday inclusive, where IPT premiums are paid to age 70.


If your employer is paying Portable Sick Leave Insurance (PSLI):

- Portable Sick Leave Insurance (PSLI)

If your employer is paying the Bill Payer premiums:

Bill Payer benefit is available after 14 days of disablement and is only payable with any of the following weekly benefit covers:

- Leisure Time Injury – Weekly Benefits
- Journey Cover – Weekly Benefits
- Leisure Time Illness – Weekly Benefits



What cover applies if I am an apprentice and my employer is registered with Incolink?

Personal Accident Leisure Time Insurance and Discretionary Covers (Ambulance, Dental and Funeral) apply if your employer is registered with Incolink and apprentice days are recorded on your behalf and they are current.

Income Protection and Trauma (IPT) may apply as long as your employer is registered with Incolink and is paying the IPT insurance premiums on your behalf and they are current.

Portable Sick Leave Insurance (PSLI) may apply as long as your employer is registered with Incolink and is paying the agreed Sick Leave Pay Scheme contributions on your behalf and they are current.

Bill Payer benefit may apply as long as your employer is paying the Bill Payer premiums on your behalf and they are current. Bill Payer benefit is available after 14 days of disablement and is only payable with either leisure time injury, illness or journey weekly benefit covers.

FAQ

**Please refer to the
Frequently Asked
Questions (FAQ's)
on page 49.**

Personal Accident Leisure Time Insurance

A. Important definitions/information

B. Leisure Time Injury – Weekly Benefits

C. Broken Bones

D. Capital Benefits

E. (i) Journey Cover – Weekly Benefits

(ii) Journey Cover – Capital Benefits

F. Bill Payer

When is cover in place?

Cover is only available for those workers where the employer continues to pay the redundancy contributions. You can check that your payments are up to date by logging into WorkerLink via the Incolink smartphone app, or [incolink.org.au](https://www.incolink.org.au) or by calling Incolink on **(03) 9639 3000**.

If a period exists where no redundancy contribution payments have been paid on your behalf whilst employed, then no cover will apply for such period. Gaps in redundancy contribution payments will mean no cover.

Where back payments have been made, after an injury and a claim is submitted, the claim will not be considered.

Redundancy contribution payments, apprentice days and bill payer premiums must be current at the time of injury.

Apprentices

Apprentice days must be recorded and current at the time of injury.

Bill Payer Benefit

Bill Payer cover (section F) is only available where the employer pays and continues to pay the bill payer premium and the redundancy contributions are current at the time of injury.

Please Note: Bill Payer is a new benefit effective 1 October 2020. This benefit is available for any injuries occurring on or after 1 October 2020.

A. Important definitions/information

Worker

Means a worker who is currently obtaining a salary and actively working for a registered Incolink employer member whose redundancy contribution payments and/or apprentice days are current at the time of injury.

Continuation of cover

A worker will continue to be covered for a period of nine (9) consecutive months from the last recorded and paid redundancy contribution and/or apprentice days to Incolink unless or until they start working for an employer who is not registered with Incolink provided;

- they are unemployed, and
- remain in or are actively seeking work in the commercial building and construction industry within Australia, and
- are registered as seeking work with Incolink's Job Support service, union job registry, Centrelink or equivalent.

The continuation of cover provision does not apply to a worker who is:

- self employed as a sole trader; or
- a partner in a partnership; or
- Incolink staff members or Incolink board members; or
- an office based worker of an employer member; or
- a director, company secretary, member, shareholder or officer of a proprietary limited company.

The continuation of cover does not apply to the Bill Payer benefit.

Dependants

Means the worker's spouse or partner with whom the worker has cohabited for not less than three (3) consecutive months, whose gross earnings are, as from 1 October 2016, less than \$18,200 per year in the 12 months immediately prior to the date of disablement, and the unmarried financially dependent children of the worker up to 16 years of age, or up to 25 years of age if they are a full time student.

What is not covered?

A claim will not be paid if it directly or indirectly arises from any of the following:

1. Pregnancy, childbirth, or miscarriage or any complication arising from any of those conditions.

2. War, whether declared or not, invasion or civil war, rebellion or insurrection.
3. Any act of terrorism, regardless of any cause or event contributing concurrently or in any other sequence to the loss.
4. Intentional self injury or suicide or any attempt at suicide.
5. Flying or other aerial activity unless a passenger in a properly licensed aircraft.
6. A worker's criminal or illegal act.
7. Training for or playing in any professional or non professional sport, or activity organised by any sporting organisation, authority, club or centre.
8. A worker's use of alcohol or drugs unless the drugs have been prescribed by a registered medical practitioner and used as per the registered medical practitioner's instructions.
9. Any medical condition for which the worker has required medication, or any treatment or advice from a doctor, chiropractor or physiotherapist in the six months before:
 - the commencement of the worker's cover, or
 - the resumption of the worker's cover following a period of a least six (6) consecutive months for which no redundancy pay contributions has been paid.
10. The Policy does not provide benefits or entitlements to benefits to an insured person for any period when they are serving a prison sentence or whilst outside of Australia.

When does cover cease?

- Upon your 70th birthday.
- If your redundancy contributions are not current at the time of your injury.
- If your apprentice days are not current at the time of your injury.
- If you commence work for an employer who is not registered with Incolink.
- At the end of nine (9) months from the last recorded and paid redundancy contribution, or last recorded apprentice days, whilst a worker has been unemployed.

We may also be entitled to refuse to pay or to reduce the amount of a claim if:

- It is in any way fraudulent.
- Fraudulent means or devices are used by you, or anyone acting on your behalf, to obtain any benefits under this policy.



Please refer to the Frequently Asked Questions (FAQ's) on page 49.

B. Leisure Time Injury – Weekly Benefits

Provides cover to workers only, for accidents, where a worker suffers an injury in their leisure time, which prevents a worker from working. The injury must:

- occur during the period of insurance, and
- occur outside working hours and when the worker is not engaged in any work whatsoever for remuneration, and
- not occur during a journey* to and from work, and
- not give rise to any entitlement to compensation under any statutory workers compensation scheme or statutory transport accident scheme.

*Journey cover is provided in Section E

Benefit payable period

Weekly benefits will be paid whilst a worker continues to suffer disablement up to a maximum of 156 weeks or such lesser period whilst a worker is unable to return to their occupation as a result of the injury. Where a worker is over 65 years old at the time of injury, the benefits period is limited to 104 weeks. The same injury cannot be claimed twice if you have been paid the maximum benefit period.

When will payments be made?

Once a claim has been accepted payments commence from the 15th day onwards from the date a worker first seeks medical advice/treatment from a registered medical practitioner and has been disabled and continues to be disabled as a result of the injury. Weekly benefits will be increased from the 53rd week by 5%, whilst a worker continues to suffer total disablement as a result of the claimed injury.

Weekly Benefits payable

Where the employer is paying Income Protection & Trauma (IPT) premiums, the gross weekly benefits for injuries occurring on or after 1 October 2020 are as follows:

	Where employer is not paying IPT*	Where employer is paying IPT*#
With dependants	\$950	\$1,525
Without dependants	\$730	\$1,375
Apprentice with dependants	\$650	\$1,125
Apprentice without dependants	\$595	\$1,025

* From 14 November, 2016, tax will be withheld from gross weekly benefits by QBE as per ATO guidelines. # Any future increase Weekly Benefits will only apply to any new injuries occurring on or after the date of the increase provided your employer pays the new weekly IPT premium.

When are the benefits under the “Where employer is not paying IPT” column available?

When your employer is only paying redundancy contributions (i.e. with no IPT premiums). Or whilst you are unemployed or between jobs and you meet the conditions under continuation of cover on page 5.

When are the benefits under the “Where employer is paying IPT” column available?

The benefits are only available to those workers whose employer is paying the Incolink IPT insurance premium in addition to redundancy payments and/or apprentice days. Redundancy contribution payments and/or apprentice days and IPT insurance premium must be current at the time of the injury.

Any disablement must occur within 12 months from the date of injury.

C. Broken bones

Provides cover to workers only where a worker suffers injury during their leisure time, resulting in a break or hairline fracture of a bone shown below. No work related accidents or accidents during a journey are covered in this section.

	Breaks	Hairline fractures
Neck	\$8,000	\$2,400
Skull	\$8,000	\$2,400
Spine	\$8,000	\$2,400
Hip	\$6,000	\$6,000
Jaw	\$4,000	\$1,600
Pelvis	\$4,000	\$1,600
Leg	\$4,000	\$1,600
Ankle	\$4,000	\$1,600
Knee	\$4,000	\$1,600
Cheekbone	\$2,400	\$2,400
Shoulder	\$2,400	\$2,400
Arm	\$2,000	\$800
Elbow	\$2,000	\$800
Wrist	\$2,000	\$800
Nose	\$1,600	\$1,600
Collarbone	\$1,600	\$1,600
Ribs	\$800	\$800
Foot	\$600	\$600
Hand	\$600	\$600



The type of break or hairline fracture is determined by the information detailed in the radiologist report. The following definitions apply:

Ribs - means one or many. Cover of \$800 is paid whether one, two or three ribs break.

Break – fracture of a bone which is complete or incomplete resulting from injury which does not include a hairline fracture and, in the opinion of a registered medical practitioner requires medical treatment.

Hairline Fracture – A fracture of a bone without separation of the fragments, being hairlike and, in the opinion of a registered medical practitioner requires medical treatment.

The maximum benefit payable for a broken or hairline fractured bone/s for any one injury is \$8,000.

D. Capital Benefits

Provides cover to workers only where a worker suffers injury in their leisure time resulting in any of the following payable conditions which must occur within 12 months of the date of injury. Injury resulting in:

Payable conditions		Worker with dependants	Worker without dependants
1	Death *Additional benefit Child Care Assistance (Accidental Death)	\$40,000	\$20,000
2	Permanent paraplegia	\$40,000	\$20,000
3	Permanent quadriplegia	\$40,000	\$20,000
4	Permanent total loss of entire sight of one/both eye/s	\$40,000	\$20,000
5	Permanent and incurable paralysis of all limbs	\$40,000	\$20,000
6	Permanent and incurable insanity	\$40,000	\$20,000
7	Permanent total loss of hearing:		
7.1	In both ears	\$32,000	\$16,000
7.2	In one ear	\$8,000	\$4,000
8	Permanent total loss of the use of:		
8.1	Four fingers and thumb of either hand	\$30,000	\$15,000
8.2	Four fingers of either hand	\$16,000	\$8,000
8.3	One thumb, both joints	\$12,000	\$6,000
8.4	One thumb, one joint	\$6,000	\$3,000
8.5	A finger, three joints	\$4,000	\$2,000
8.6	A finger two joints	\$3,000	\$1,500
8.7	A finger one joint	\$2,000	\$1,000
9	Permanent total loss of the use of:		
9.1	All the toes on one foot	\$6,000	\$3,000
9.2	Great toe, both joints	\$2,000	\$1,000
9.3	Great toe, one joint	\$1,200	\$600
9.4	Other toe (each toe)	\$400	\$200
10	Permanent loss of the lens of one eye	\$24,000	\$12,000

Payable conditions	Worker with dependants	Worker without dependants	
11	Third degree burns and/or resultant disfigurement which covers:		
	More than 40% of the entire body	\$20,000	\$10,000
	Between 20% and 39% of the entire body	\$10,000	\$5,000
12	Fracture of a leg or patella with established non-union	\$4,000	\$2,000
13	Shortening of the leg by five (or more) centimetres	\$3,000	\$1,500

* **Child care assistance.** In the event of the death of a worker with a dependant child for which a benefit is payable under this part of the Policy or the death of a worker's spouse (as a result of death by an accident) if they have a dependant child with the worker, we will reimburse child care expenses incurred where the care is undertaken by a registered child care facility within the twelve (12) months of the worker's or their spouse's death. The maximum amount payable under this benefit is \$30,000. For the purpose of this additional benefit a dependant child is a person who:

- is up to and including age thirteen (13) at the time of the death of the worker or their spouse and
- is stated on the Death Certificate to be the child of the worker or their spouse and
- is residing with the worker or spouse at the time of the worker's or spouse's death.

What we will not pay

- any form of tuition fees.
- any child care expenses for which a Government rebate can be claimed.

The maximum capital benefit paid for any one accident is \$40,000 for a worker with dependants and \$20,000 for a worker with no dependants.

E. (i) Journey Cover - Weekly Benefits

The weekly benefit under this cover is only available where a worker suffers an injury whilst in direct travel to and from work, which prevents a worker from working. The injury must:

- occur during the period of insurance, and
- occur outside working hours and when the worker is not engaged in any work whatsoever for remuneration, and
- occur during a journey directly to and from work, and
- not give rise to any entitlement to compensation under any statutory workers compensation scheme or statutory transport accident scheme.

Any accidents involving registered vehicles, trams, buses, trains are not covered. These claims must be lodged with the appropriate statutory transport accident scheme.

Example

Person on a bicycle (push bike) travelling to work is:

A) Hit by a car. This is a statutory transport claim.

B) Hit a parked vehicle. This is an Incolink claim.

C) Fell off push bike. This is an Incolink claim.

Weekly benefits are determined at 100% of a worker's pre-disability earnings, being the basic weekly rate of pay exclusive of all site allowances, overtime, bonuses or commissions at the time of injury to a maximum of \$1,500 (gross*) per week for injuries occurring on or before 31 December 2018 and up to a maximum of \$2,000 (gross*) per week for injuries occurring on or after 1 January 2019.

* From 14 November, 2016, tax is withheld from gross weekly benefits by QBE as per ATO guidelines.

Benefit payable period

Weekly benefits are paid (up to a maximum of 156 weeks) whilst a worker continues to suffer disablement and is unable to return to their occupation as a result of the injury. Where a worker is 65 years old at the time of the accident, the benefit period is limited to 104 weeks.

When do payments commence?

Once a claim has been accepted payments commence from the day a worker first seeks medical advice/treatment from a registered medical practitioner and is deemed unfit to work as a result of the injury. The weekly benefit will be increased from the 53rd week by 5%, whilst a worker continues to suffer total disablement as a result of the claimed injury.

Any disablement must occur within 12 months from the date of injury.

E. (ii) Journey Cover - Capital Benefits

Provides cover to the worker only, where a worker suffers injury whilst travelling directly to and from work. Any accidents involving registered vehicles, trams, buses, trains are not covered. These claims must be lodged with the appropriate statutory transport accident scheme. Injury resulting in:

Payable conditions		Worker with dependants	Worker without dependants
1	Death *Additional benefit Child Care Assistance (Accidental Death)	\$100,000	\$50,000
2	Permanent paraplegia	\$100,000	\$50,000
3	Permanent quadriplegia	\$100,000	\$50,000
4	Permanent total loss of entire sight of one/both eye/s	\$100,000	\$50,000
5	Permanent and incurable paralysis of all limbs	\$100,000	\$50,000
6	Permanent and incurable insanity	\$100,000	\$50,000
7	Permanent total loss of hearing:		
7.1	In both ears	\$80,000	\$40,000
7.2	In one ear	\$20,000	\$10,000
8	Permanent total loss of the use of:		
8.1	Four fingers and thumb of either hand	\$75,000	\$37,500
8.2	Four fingers of either hand	\$40,000	\$20,000
8.3	One thumb, both joints	\$30,000	\$15,000
8.4	One thumb, one joint	\$15,000	\$7,500
8.5	A finger, three joints	\$10,000	\$5,000
8.6	A finger two joints	\$7,500	\$3,750
8.7	A finger one joint	\$5,000	\$2,500

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Payable conditions		Worker with dependants	Worker without dependants
9	Permanent total loss of the use of:		
9.1	All the toes on one foot	\$15,000	\$7,500
9.2	Great toe, both joints	\$5,000	\$2,500
9.3	Great toe, one joint	\$3,000	\$1,500
9.4	Other toe (each toe)	\$1,000	\$500
10	Permanent loss of the lens of one eye	\$60,000	\$30,000
11	Third degree burns and/or resultant disfigurement which covers:		
11.1	More than 40% of the entire body	\$50,000	\$25,000
11.2	Between 20% and 39% of the entire body	\$25,000	\$12,500
12	Fracture of a leg or patella with established non-union	\$10,000	\$5,000
13	Shortening of the leg by five (or more) centimetres	\$7,500	\$3,750

* **Child care assistance.** In the event of the death of a worker with a dependant child for which a benefit is payable under this part of the Policy or the death of a worker's spouse (as a result of death by an accident) if they have a dependant child with the worker, we will reimburse child care expenses incurred where the care is undertaken by a registered child care facility within the twelve (12) months of the worker's or their spouse's death. The maximum amount payable under this benefit is \$30,000. For the purpose of this additional benefit a dependant child is a person who:

- is up to and including age thirteen (13) at the time of the death of the worker or their spouse and
- is stated on the Death Certificate to be the child of the worker or their spouse and
- is residing with the worker or spouse at the time of the worker's or spouse's death.

What we will not pay

- any form of tuition fees.
- any child care expenses for which a Government rebate can be claimed.

FAQ

Please refer to the Frequently Asked Questions (FAQ's) on page 49.

The maximum capital benefit paid for any one accident is \$100,000 for a worker with dependants and \$50,000 for a worker without dependants.

F. Bill Payer Benefits

Provides cover to the worker only, after 14 consecutive days of disablement, and is only payable with any of the following weekly benefit covers:

- Leisure Time Injury – Weekly Benefits
- Journey Cover – Weekly Benefits

What we will pay:

We will reimburse up to \$250.00 per bill up to a maximum of \$5,000 for all bills (listed below) of any one period of disablement per claim.

Bills are limited to:

- Electricity Bill
- Water Bill
- Gas Bill
- Telephone Bill (landline or mobile)
- Tuition Fees (for primary school, secondary school or tertiary education for a workers dependants)

Bill Payer conditions:

- Bills must be issued by the service provider within the period of disablement.
- No benefit shall be payable for any domestic bills which is received during the first fourteen consecutive days of disablement.
- We will not reimburse late fees charged on any bill.
- Bills will only be reimbursed to the worker (or if in joint names where the worker is one of the named addressee) and for the worker's residential address.
- In the event of a joint mobile phone bill where there are two or more mobile services, we will only pay the portion of the bill that applies to the worker.

Bill Payer benefit is available for any injuries occurring on or after 1 October 2020 and where the employer pays and continues to pay the Bill Payer premiums at the time of injury.

Discretionary Cover - Ambulance & Dental

A. Important definitions/information

B. Emergency Transport

C. Dental, Accident only

When is cover in place?

Cover is only available for those workers where the employer continues to pay the redundancy contributions. You can check that your payments are up to date by logging into WorkerLink via the Incolink smartphone app, or incolink.org.au or by calling Incolink on **(03) 9639 3000**.

If a period exists where no redundancy contribution payments have been paid on your behalf whilst employed, then no cover will apply for such period. Gaps in redundancy contribution payments will mean no cover.

Where back payments have been made, after an injury and a claim is submitted, the claim will not be considered. Redundancy contribution payments must be current at the time of incident.

Apprentices

For apprentices, apprentice days must be recorded with Incolink and current at the time of the incident. These covers are provided under an Incolink Discretionary Fund and are governed by the Discretionary Guidelines.

A. Important definitions/information

Worker

Means a worker who is currently obtaining a salary and actively working for a registered Incolink employer member whose redundancy contribution payments and/or apprentice days are current at the time of the incident.

Continuation of cover

A worker will continue to be covered for a period of nine (9) consecutive months from the last recorded and paid redundancy contribution and/or apprentice days to Incolink unless or until they start working for an employer who is not registered with Incolink provided:

- they are unemployed, and
- remain in or are actively seeking work in the commercial building and construction industry within Australia, and
- are registered as seeking work with Incolink's Job Support services, union job registry, Centrelink, or equivalent.

The continuation of cover provision does not apply to a worker who is:

- self employed as a sole trader; or
- a partner in a partnership; or
- Incolink staff members or Incolink board members; or
- an office based worker of an employer member; or
- a director, company secretary, member, shareholder or officer of a proprietary limited company.

Dependants

Means the worker's spouse or partner with whom the worker has cohabitated for not less than three (3) consecutive months, and includes the unmarried financially dependent children of the worker up to 16 years of age, or up to 25 years of age if a full time student.

Claim period

The period of cover is, 1 January to 31 December each year. Any claim received will only be considered for payment if the claim is submitted within eight (8) months after the anniversary of the period of cover – that is before 1 September the following year.

When am I not covered?

- If a period exists where no redundancy contribution payments have been paid on your behalf whilst employed, then no cover will apply for such period.
- Gaps in redundancy contribution payments will mean no cover.
- Where back payments have been made and a claim is submitted, the claim will not be considered. Redundancy contribution payments must be current at the time of the incident.

Please turn over to continue

- Where your employer has not paid your redundancy contributions at the time of your ambulance use and/or dental accident.

When does cover cease?

- If your redundancy contributions are not current at the time of the incident.
- If your apprentice days are not current at the time of the incident.
- If you commence work for an employer who is not registered with Incolink.
- At the end of nine (9) months from the last recorded and paid redundancy contribution, or last recorded apprentice days, whilst a worker has been unemployed.

B. Emergency Transport

Provides cover to the worker and their dependants, for ambulance usage anywhere in Australia. There are set guidelines for claiming under this section. The following is a summary of those guidelines.

Maximum amount paid

There is a maximum amount paid on any one ambulance trip. The maximum amount payable for road transport will be subject to a maximum of \$12,000 and for air travel will be subject to a maximum amount of \$15,000.

Work accidents must be lodged through WorkCover and accidents involving a registered vehicle must be lodged with the appropriate statutory transport accident scheme. No cover is provided where statutory insurance provides compensation.

What is not covered?

Cover is not available where a worker subscribes to an Ambulance service or is provided with Ambulance cover under their private health provider. That is, if you have ambulance insurance with another provider you are not covered.

No claims will be accepted:

1. If the ambulance usage is the result of an illegal act
2. If you are a health care card holder, where free ambulance cover is available.
3. If an injury or illness for which statutory insurance provides compensation.
4. For payments made in respect of an event occurring outside Australia or where a member does not remain within the territory of Australia.
5. For transport between two public hospitals.
6. For transport from a public hospital to an external diagnostic facility.
7. For transport to and from a public hospital appointment.

C. Dental, Accident only

There are set guidelines for claiming under this section. The following is a summary of those guidelines. Provides cover to the worker and their dependants for accidental damage to sound and healthy teeth, occurring outside working hours.

The maximum amount payable for any one accident is:

- Worker without dependants: \$2,000.
Maximum two (2) claims per year.
- Worker with dependants: \$2,250.
Maximum four (4) claims per year.

Damage to dentures, bridges and plates -

Damage to dentures, bridges and plates will be covered up to 10 years old. Anything above 10 years will incur a depreciation table. Dentures, bridges and plates above 15 years old are not covered. Proof of purchase and age will need to be supplied. Where there is no proof of purchase, the damaged dentures, bridges and plates will need to be provided and reviewed by our appointed independent dentist.

What is not covered?

1. Any damage related to childbirth or pregnancy or their complications.
2. War whether declared or not, invasion or civil war, rebellion or insurrection.

Please turn over to continue

3. Intentional self injury or suicide or any attempt at suicide.
4. Flying or other aerial activity unless as a passenger in a properly licensed aircraft.
5. Any damage occurring as a result of an illegal act.
6. Training for or playing in competitive club sport or activity organised by any sporting organisation, authority or club.
7. Any damage resulting from disease or sickness.
8. Any damage that is not caused by an accident.
9. Damage to filling/s only. (There must be actual damage to the tooth)
10. The use of intoxicating liquor or drugs, unless they have been prescribed by a registered medical practitioner and used as per medical instructions.
11. Any damage which has been contributed to by decay.
12. Milk teeth or first teeth.
13. Extractions to wisdom teeth.
14. Any dental work which is upgrading the tooth from the condition it was in prior to the accident.
15. Any work or motor accident for which statutory insurance or compensation scheme provides compensation.
16. Dentures, bridges or plates more than 15 years old.
17. Lost dentures, bridges or plates.
18. Any claim received will only be considered for payment if the claim is submitted to our office within 8 months of the expiry of the period of cover, as detailed above.
19. Any damage or loss which occurs whilst in prison.
20. Any dental work that is covered under your travel insurance policy.
21. Failed Treatment. This is not covered. Treatment proposed to correct failed treatment will be at the member's own expense.

Claim period

The period of cover is, 1 January to 31 December each year. Any claim received will only be considered for payment if the claim is submitted within eight (8) months after the anniversary of the period of cover – that is before 1 September the following year.

Conditions

Where a worker has private health insurance which includes dental, all accounts must be submitted with the private health insurer first and we will only consider the gap if the claim is approved.



**Please refer to the
Frequently Asked
Questions (FAQ's)
on page 49.**

Discretionary Cover - Funeral

A. Important definitions/information

B. Benefit

When is cover provided?

Cover is only available for those workers where the employer continues to pay the redundancy contributions. You can check that your payments are up to date by logging into WorkerLink via the Incolink smartphone app, or incolink.org.au or by calling Incolink on **(03) 9639 3000**.

If a period exists where no redundancy contribution payments have been paid on your behalf whilst employed, then no cover will apply for such period. Gaps in redundancy contribution payments will mean no cover.

Where back payments have been made after the death, and a claim is submitted, the claim will not be considered. Redundancy contribution payments must be current at the time of death.

Apprentices

Apprentice days must be recorded and current at the date of death.

A. Important definitions/information

Incolink maintains a Funeral Discretionary Fund which provides funeral cover for worker members of Incolink in accordance with the Incolink Funeral Guidelines.

Worker

Means a worker who is currently obtaining a salary and actively working for a registered Incolink employer member whose redundancy contributions payments and/or apprentice days are current at the date of death.

Continuation of cover

A worker will continue to be covered for a period of nine (9) consecutive months from the last recorded and paid redundancy contribution and/or apprentice days to Incolink unless or until they start working for an employer who is not registered with Incolink provided:

- they are unemployed, and
- remain in or are actively seeking work in the commercial building and construction industry within Australia, and
- are registered as seeking work with Incolink's Job Support service, union job registry, Centrelink, or equivalent, and

The continuation of cover provision does not apply to a worker who is:

- self employed as a sole trader; or
- a partner in a partnership; or
- Incolink staff members or Incolink board members; or
- an office based worker of an employer member; or
- a director, company secretary, member, shareholder or officer of a proprietary limited company.

When does cover cease?

At the Incolink Board's absolute discretion, no cover is available where without limitation:

- The member turns 70. That is, on their 70th birthday.
- While employed, the Member's redundancy contributions are not current at the time of death. That is, gaps in redundancy contribution payments will mean no cover.
- While employed, the Member's apprentice days are not current at the time of death. That is, gaps in apprentice days will mean no cover.
- At the end of nine (9) months from the last recorded and paid redundancy contribution, or last recorded apprentice days, whilst a worker has been unemployed.
- At the end of nine (9) months from the last recorded Incolink insurance program premium contribution, including those workers covered by the additional sum contribution.
- Where back payments have been made after the date of death and a claim is submitted, the claim will not be considered. Redundancy contribution payments must be current at the date of death.
- The member commences any form of employment outside the commercial building and construction industry and/or with a company this is not registered with Incolink.
- A claim is made more than 12 months after the date of death.

B. Benefit

Provides a benefit of \$9,000, payable to the estate/beneficiary or funeral parlour, when a worker or unemployed worker dies. Cover is provided 24 hours a day, 7 days a week.

What needs to be provided when submitting a claim for Funeral Cover?

When submitting a claim form, a full certified death certificate stating the cause of death must be supplied along with proof of funeral costs paid, Probate or Letters of Administration may be required. Please contact Incolink to find out more information about the process and the relevant documentation required. Please visit our website for a full copy of the Incolink Funeral Guidelines and the appropriate claim forms to complete.

Once all the relevant paperwork is received, Incolink will expeditiously assess and notify you of our decision. To assist us in assessing your claim quickly and to avoid unnecessary delays, it is important that you fully complete the relevant claim form and provide all the required supporting documentation.

All claims must be submitted within twelve (12) months from the date of death or the claim may not be accepted.

Please contact our Member Experience team for further assistance on **(03) 9639 3000** or **redund@incolink.org.au**

Please note, this is not an exhaustive guide. For more information on who is covered and when, including how to and who can make a claim; and what you need to provide to incolink, please go to the Incolink website to download a copy of the Incolink Funeral Guidelines.

Leisure Time Illness/ Workcover Top-Up/TAC Top-Up & Workplace Death & Capital Benefits

A. Important definitions/information

B. (i) Leisure Time Illness – Weekly Benefits

(ii) Bill Payer

C. TAC Top-Up

D. Workers Compensation Top-Up

E. Workplace Death & Capital Benefits

F. WorkCover Top Up and Workplace Death and Capital Benefits for Workers aged 70 up to 75th Birthday

Cover is only available for those workers where the employer has agreed and continues to pay the IPT premiums. You can check that your payments are up to date and that your employer is paying your weekly premium by logging into WorkerLink via the Incolink smartphone app, or incolink.org.au or by calling Incolink on **(03) 9639 3000**.

If a period exists where no premium payments have been paid on your behalf, then no cover will apply for such period. Gaps in premium payments will mean no cover.

Premium payments must be current at the time of illness/injury or else worker members may not be covered. Non-current premium payments will not be accepted and will be refunded.

Bill Payer Benefit

Bill Payer cover (section B. (ii)) is only available where the employer pays and continues to pay the bill payer premium and the IPT premium and is current at the time of illness.

Please Note: Bill Payer is a new benefit effective 1 October 2020. This benefit is available for any illnesses occurring on or after 1 October 2020.

A. Important definitions/information

Worker

Means a worker, including an apprentice, who is currently obtaining a salary and actively working for a registered Incolink employer member and whose insurance premiums payable are current at the time of illness/injury.

Dependants

Means the worker's spouse (or partner with whom the worker has cohabited for not less than three (3) consecutive months), whose gross earnings commencing 1 October 2016 are less than \$18,200 per year in the 12 months immediately prior to the date of disablement, or the date the worker first becomes disabled from the illness, and the unmarried financially dependent children of the worker up to 16 years of age, or up to 25 years of age if a full time student.

When does cover cease?

- Upon a worker's 70th birthday, except in relation to the WorkCover Top Up, Workplace, Death & Capital Benefits, cover extends to a worker's 75th birthday. Terms and conditions apply.
- If your insurance premiums are not current at the time of your illness/injury.
- You commence working for an employer who is not registered with Incolink.
- You are unemployed at the time of your illness/injury.

What is not covered?

A claim will not be paid if it directly or indirectly arises from any of the following:

1. Pregnancy, childbirth or miscarriage or any complication arising from any of those conditions.
2. War, whether declared or not, invasion or civil war, rebellion or insurrection.
3. Any act of terrorism, regardless of any cause or event contributing concurrently or in any other sequence to the loss.
4. Intentional self injury or suicide or any attempt at suicide.
5. Flying or other aerial activity unless a passenger in a properly licensed aircraft.
6. A worker's criminal or illegal act.
7. Training for or playing in any professional or non professional sport, or activity organised by any sporting organisation, authority, club or centre.
8. A worker's use of alcohol or drugs unless the drugs have been prescribed by a registered medical practitioner and used as per the registered medical practitioner's instructions.
9. A further period of disablement resulting from any sickness, disease or medical condition for which the worker has required medication, or any treatment or advice from a doctor, chiropractor, physiotherapist, psychologist or psychiatrist in the six (6) months before;
 - the commencement of the worker's cover, or
 - the resumption of the worker's cover following a period of at least six (6) consecutive months for which no insurance premium contributions have been paid.
10. The Policy does not provide benefits or entitlements to benefits to an insured person for any period when they are serving a prison sentence or whilst outside of Australia.

We may also be entitled to refuse to pay or to reduce the amount of a claim if:

- It is in any way fraudulent.
- Fraudulent means or devices are used by you, or anyone acting on your behalf to obtain any benefits under this Policy.

B. (i) Leisure Time Illness – Weekly Benefits

Provides cover to workers only, where a worker suffers an illness in their leisure time which prevents a worker from working. The illness:

- must occur and treatment is sought from a registered medical practitioner and disablement commences during the period of insurance, and
- is not an injury, and
- does not give rise to any entitlement to compensation under any statutory workers compensation scheme.

When do payments commence?

Once the claim has been accepted, payments commence from the 15th day onwards from the date a worker first seeks medical advice/treatment from a registered medical practitioner and is disabled which has not been separated by a return to work.

It is a requirement under this Policy that the worker first exhausts all available sick leave from their current employer and all available Portable Sick Leave Insurance (PSLI) days the worker may have accumulated under the PSLI program. See page 38 for more information.

PLEASE NOTE: If your sick leave entitlements together with any available PSLI days exceed the standard excess period (14 days), weekly benefits will not commence until your sick leave entitlement and/or PSLI benefits have been exhausted.

Example 1

If you have 12 sick leave days available with your current employer and you have 10 days accumulated under the PSLI program your weekly benefits will commence once your sick leave days and PSLI days have been exhausted. Benefits will commence after the day of your last PSLI payment.

Example 2

If you have 5 sick leave days available with your current employer, and you have 2 days accumulated under the PSLI program, your weekly benefits will commence from the 15th day. The standard excess period of 14 days will apply.

Benefit payable period

Weekly benefits are paid (up to a maximum of 156 weeks) whilst a worker continues to suffer disablement and is unable to return to their occupation as a result of the illness. Where a worker is over 65 years old at the time of illness, the benefits period is limited to 104 weeks. The same illness cannot be claimed twice if you have been paid the maximum benefit period.

Weekly Benefits payable

Where the employer is paying IPT premiums, the weekly benefits for illnesses occurring on or after 1 October 2020 are as follows:

	Weekly benefit*#
With dependants	\$1,525
Without dependants	\$1,375
Apprentice with dependants	\$1,125
Apprentice without dependants	\$1,025

* From 14 November, 2016, tax is withheld from gross weekly benefits by QBE as per ATO guidelines. # Any future increase Weekly Benefits will only apply to any new illness occurring on or after the date of the increase provided your employer pays the new weekly IPT premium.

Weekly benefit will be increased from the 53rd week by 5%, whilst a worker continues to suffer total disablement as a result of the claimed Leisure Time illness.

Any disablement must occur within 12 months from the date of illness.

FAQ

**Please refer to the
Frequently Asked
Questions (FAQ's)
on page 49.**

B. (ii) Bill Payer Benefits

Provides cover to the worker only, after 14 consecutive days of disablement, and is only payable with Leisure Time Illness – Weekly Benefits cover.

What we will pay:

We will reimburse up to \$250.00 per bill up to a maximum of \$5,000 for all bills (listed below) of any one period of disablement per claim.

Bills are limited to:

- Electricity Bill
- Water Bill
- Gas Bill
- Telephone Bill (landline or mobile)
- Tuition Fees (for primary school, secondary school or tertiary education for a workers dependants)

Bill Payer conditions:

- Bills must be issued by the service provider within the period of disablement.
- No benefit shall be payable for any domestic bills which is received during the first fourteen consecutive days of disablement.
- We will not reimburse late fees charged on any bill.
- Bills will only be reimbursed to the worker (or if in joint names where the worker is one of the named addressee) and for the worker's residential address.
- In the event of a joint mobile phone bill where there are two or more mobile services, we will only pay the portion of the bill that applies to the worker.

Bill Payer benefit is available for any illness occurring on or after 1 October 2020 and where the employer pays and continues to pay the Bill Payer premiums at the time of illness.



C. TAC Top-Up

Provides cover to workers only, where a worker suffers injury whilst travelling in direct travel to and from work in a registered motor vehicle and/or accidents involving trams, buses and trains which;

- occurs during the period of insurance, and
- occurs during a journey, and
- gives rise to an entitlement to compensation under any statutory transport accident scheme, and
- does not give rise to any entitlement to compensation under any statutory workers compensation scheme.

The worker will be paid top up benefits being the difference between what the transport accident scheme pays and the actual gross rate of 100% of a worker's pre-disability earnings, calculated by the transport accident scheme, to a combined maximum of \$1,500 (gross*) per week.

* From 14 November, 2016, tax is withheld from gross weekly benefits by QBE as per ATO guidelines.

Benefit payable period

Top-up benefits will continue to be paid (up to a maximum of 104 weeks) whilst a worker continues to suffer disablement, is unable to return to their occupation as a result of the injury and receives loss of income benefits from a statutory transport accident scheme.

Example 1

John catches a tram to work every day. While on a tram to work, the tram is involved in a traffic accident with a car driven by Peter, causing John to suffer a compensatory injury. John's claim for loss of earning is accepted.

- John's actual weekly earning prior to the accident is \$1600 per week.
- However the TAC determined that his pre-injury earning is \$1400 per week.
- John's weekly benefit paid by the TAC is \$1260.
- The difference between John's pre-injury earning (as calculated by the TAC = \$1400) and his weekly benefit (as paid by the TAC = \$1260) is \$140.
- Under the TAC Top-up John will be paid gross \$140 per week.

Example 2

Peter who was driving his registered car and was on his way to work at the time also suffered a compensatory injury. Peter's claim for loss of earning is accepted.

- Peter's actual weekly earning prior to the accident is \$1750 per week.
- However the TAC determined that his pre-injury earning is \$1700 per week.
- Peter's weekly benefit paid by the TAC is also \$1260.
- The difference between Peter's pre-injury earning (as calculated by the TAC = \$1700) and his weekly benefit (as paid by the TAC = \$1260) is \$440.
- Under the TAC Top-up Peter will be paid \$240 per week and not \$440. This is because the top up is capped at a combined maximum of \$1500.

D. Workers Compensation Top-Up

Provides cover to workers only, for workplace accidents which are accepted by an Australian jurisdiction statutory workers compensation scheme which;

- occurs during the period of insurance, and
- occurs during working hours, and
- gives rise to an entitlement to compensation under any statutory workers compensation scheme.

Benefits are provided from the 53rd week of disablement whilst in receipt of WorkCover payments for a maximum period of 78 weeks, or such lesser period, whilst the worker continues to be disabled and WorkCover continues to pay benefits.

The worker will be paid a top-up being the difference of what gross payment WorkCover is paying and your gross pre-injury earnings, determined by WorkCover at the time of calculating the worker's benefit from week 53, to a combined maximum of \$1,500 (gross*) per week.

* From 14 November, 2016, tax is withheld from gross weekly benefits by QBE as per ATO guidelines.

E. Workplace Death & Capital Benefits

Provides cover to workers only, where a worker suffers a workplace injury resulting in death or permanent total disablement, as listed below, which is not an illness and is covered by a statutory workers compensation scheme.

Capital Benefits Table Payable Condition – an injury resulting in		Worker with dependants	Worker without dependants
1	Death *Additional benefit Child Care Assistance (Accidental Death)	\$400,000	\$200,000
2	Permanent quadriplegia	\$400,000	\$200,000
3	Permanent paraplegia	\$400,000	\$200,000
4	Permanent and incurable paralysis of all limbs	\$400,000	\$200,000
5	Third degree burns which cover more than 50% of the entire body	\$200,000	\$100,000
6	Permanent total loss of sight in one/both eyes	\$400,000	\$200,000
7	Permanent total loss of the hearing in both ears	\$250,000	\$150,000
8	Permanent total loss of lens of the one eye	\$100,000	\$50,000
9	Permanent total loss of the hearing in one ear	\$100,000	\$50,000
Permanent total loss of the use of:			
10	Both hands	\$400,000	\$200,000
11	Both arms	\$400,000	\$200,000
12	Both feet	\$400,000	\$200,000
13	Both legs	\$400,000	\$200,000
14	One hand and one foot	\$400,000	\$200,000
15	One hand or one arm	\$200,000	\$100,000
16	One foot or one leg	\$200,000	\$100,000
17	Four fingers and one thumb	\$150,000	\$75,000
18	Both joints of one thumb	\$60,000	\$30,000

Please turn over to continue

Capital Benefits Table Payable Condition – an injury resulting in		Worker with dependants	Worker without dependants
19	One joint of one thumb	\$30,000	\$15,000
20	Three joints of one finger	\$30,000	\$15,000
21	Two joints of one finger	\$20,000	\$10,000
22	One joint of one finger	\$10,000	\$5,000
23	All toes of one foot	\$30,000	\$15,000
24	Great toe – both joints	\$15,000	\$7,500
25	Great toe – one joint	\$10,000	\$5,000
26	Each toe other than great	\$10,000	\$5,000
Other conditions:			
27	Fractured leg or patella with established non-union	\$20,000	\$10,000
28	Third degree burn which covers between 20% and 49% of the entire body	\$100,000	\$50,000
29	Loss of at least 50% of all sound and natural teeth including capped or crown teeth - per tooth	\$2,500	\$1,500
30	Permanent total disablement (payable where no payment is made under items 1 to 29 and aligned to Accident Compensation Act 1985 Section – Compensation of Maims)	10% of a lump sum impairment benefit as paid by WorkCover to a maximum of \$50,000	5% of a lump sum impairment benefit as paid by WorkCover to a maximum of \$25,000

* **Child care assistance.** In the event of the death of a worker with a dependant child for which a benefit is payable under this part of the Policy or the death of a worker's spouse (as a result of death by an accident) if they have a dependant child with the worker, we will reimburse child care expenses incurred where the care is undertaken by a registered child care facility within the twelve (12) months of the worker's or their spouse's death. The maximum amount payable under this benefit is \$30,000. For the purpose of this additional benefit a dependant child is a person who:

- is up to and including age thirteen (13) at the time of the death of the worker or their spouse and
- is stated on the Death Certificate to be the child of the worker or their spouse and
- is residing with the worker or spouse at the time of the worker's or spouse's death.

What we will not pay

- any form of tuition fees.
- any child care expenses for which a Government rebate can be claimed.

F. Work cover top-up and workplace death and capital benefits for workers aged between 70 and up to their 75th birthday

For workers who are gainfully employed by a registered employer member who has continued to pay their redundancy and IPT premiums up to age 70 cover is extended up to their 75th birthday.

Redundancy payments must continue up to the workers 75th birthday.

Cover under this section is provided to those workers who are aged 70, up to their 75th birthday, and have suffered a workplace accident which has been accepted by an Australian jurisdiction statutory workers compensation scheme and which:

- occurs during the period of insurance, and
- occurs during working hours, and
- gives rise to an entitlement to compensation under any statutory workers compensation scheme, and
- does not occur during a journey, and
- does not give rise to any entitlement to compensation under any statutory transport accident scheme, and
- the workers redundancy pay contributions are current and for which insurance premiums were paid into the policy of Incolink IPT Agency Co Ltd on the insured's behalf up to age seventy (70) and remained current. Cover is only available where the employer member is actively participating in the insurance under the IPT Agency Co Ltd By-Laws.

When does cover cease?

From the worker's 75th birthday benefits are not payable. **Example:** Tony is 74 and his birthday is on 20 May. From 20 May at 12.01am he is not covered and no benefits are payable.

WorkCover Top-Up benefits for 70 to 75th birthday

Benefits are provided from the 53rd week of disablement whilst in receipt of WorkCover payments for a maximum period of 78 weeks or such lesser period whilst the worker continues to be disabled and WorkCover continues to pay benefits.

Workers will be paid a top-up benefits being the difference of what gross payments Work Cover is paying and the worker's gross pre-injury earnings, determined by WorkCover at the time of calculating the worker's benefit from week 53, to a combined maximum of \$1,500 (gross*) per week.

* From 14 November, 2016, tax is withheld from gross weekly benefits by QBE as per ATO guidelines.

Workplace Death and Capital Benefits

Capital Benefits Table Payable Condition – an injury resulting in:		Worker with dependants	Worker without dependants
1	Death	\$200,000	\$100,000
2	Permanent quadriplegia	\$200,000	\$100,000
3	Permanent paraplegia	\$200,000	\$100,000
4	Permanent and incurable paralysis of all limbs	\$200,000	\$100,000
5	Third degree burns which cover more than 50% of the entire body	\$100,000	\$50,000
6	Permanent total loss of sight in one/both eyes	\$200,000	\$100,000
7	Permanent total loss of the hearing in both ears	\$125,000	\$75,000
8	Permanent total loss of lens of the one eye	\$50,000	\$25,000
9	Permanent total loss of the hearing in one ear	\$50,000	\$25,000
Permanent physical severance or permanent total loss of use of the following:			
10	Both hands	\$200,000	\$100,000
11	Both arms	\$200,000	\$100,000
12	Both feet	\$200,000	\$100,000
13	Both legs	\$200,000	\$100,000

Capital Benefits Table Payable Condition – an injury resulting in:		Worker with dependants	Worker without dependants
14	One hand and one foot	\$200,000	\$100,000
15	One hand or one arm	\$100,000	\$50,000
16	One foot or one leg	\$100,000	\$50,000
17	Four fingers and one thumb	\$75,000	\$32,500
18	Both joints of one thumb	\$30,000	\$15,000
19	One joint of one thumb	\$15,000	\$7,500
20	Three joints of one finger	\$15,000	\$7,500
21	Two joints of one finger	\$10,000	\$5,000
22	One joint of one finger	\$5,000	\$2,500
23	All toes of one foot	\$15,000	\$7,500
24	Great toe – both joints	\$7,500	\$3,250
25	Great toe – one joint	\$5,000	\$2,500
26	Each toe other than great	\$5,000	\$2,500
Other conditions:			
27	Fractured leg or patella with established non-union	\$10,000	\$5,000
28	Third degree burn which covers between 20% and 49% of the entire body	\$50,000	\$25,000
29	Loss of at least 50% of all sound and natural teeth including capped or crown teeth – per tooth	\$1,250	\$750
30	Permanent total disablement (payable where no payment is made under items 1 to 29 and aligned to Accident Compensation Act 1985 Section – Compensation of Maims)	10% of a lump sum impairment benefit as paid by WorkCover to a maximum of \$50,000	5% of a lump sum Impairment benefit as paid by WorkCover to a maximum of \$25,000

All other terms, conditions and exclusions of the policies remain in force.

To qualify for the extension to age 75, you must have had redundancy payments and IPT premiums paid on your behalf by your employer into Incolink's redundancy and IPT program, to age 70. Redundancy payments must continue while you remain employed.

FAQ

Please refer to the **Frequently Asked Questions (FAQ's)** on page 49.

Portable Sick Leave Insurance (PSLI)

A. Important information

B. Portable Sick Leave Insurance (PSLI)

C. Carers Leave Benefit

This cover is only available for those workers (including apprentices) where the employer has agreed to pay and continues to pay the Portable Sick Leave Insurance (PSLI) contributions.

When is cover in place?

Your employer must be registered and paying the applicable contribution on your behalf into the PSLI program. Days are calculated and saved based on the number of weekly contributions paid.

A. Important Information

What is the Construction Industry Portable Sick Leave Insurance (PSLI) program?

The PSLI program has been developed through the parties to the Victorian Building Industry Agreement (VBIA). Incolink, at the request of the parties, manages the program.

The PSLI program has been set up to take over the sick days workers would normally lose when they leave or are terminated by their current employer.

How does PSLI work?

Incolink has purchased an Insurance Policy to cover any unused sick leave a worker has remaining at the time of termination of employment and where the employer member is paying the PSLI contribution to Incolink.

All employers are responsible for their employees' statutory sick leave. See fairwork.gov.au for more information.

On termination of employment, an employer is required to send to Incolink the number of sick leave days a worker has taken. It is important that the employer completes the Construction Industry Portable Sick Leave Insurance (PSLI) Form or updates Employerlink with the number of days a worker has taken at the time of a worker's termination.

Incolink cannot take over any unused sick leave for any period where an employer has not paid and is not paying the PSLI contributions on behalf of a worker.

Workers returning to their previous employer

If a worker has contributions made to the PSLI program by their employer and is then terminated by that employer, the worker's days are added to the program.

If the worker then returns to work for that same employer within 6 months of the date they were terminated by that employer, the days are reversed out of the program to the employer who again assumes liability for those days unless the worker is employed with a different employer during that six month period. If this is the case, the PSLI days continue to stay with the PSLI program.

When does cover cease?

- If your PSLI contributions are not current at the time of your injury/illness. Any gaps in the PSLI contributions will mean no cover for the period and you will not accumulate PSLI days.
- You are a casual worker or when you are working as a casual worker.
- If you have accumulated PSLI days, you will not be able to claim these days whilst you are employed as a casual worker.
- If you are unemployed.
- If you commence working for an employer who does not participate in Incolink's PSLI program.
- If the injury/illness gives rise to statutory worker's compensation.

B. Portable Sick Leave Insurance (PSLI)

Sick Leave Benefits – Injury

Provides cover to workers only, where a worker suffers an injury in their leisure time and prevents a worker from working. The injury must:

- occur during the period of insurance, and
- occur outside working hours and when the worker is not engaged in any work whatsoever for remuneration, and
- does not give rise to any entitlement to compensation under any statutory workers compensation scheme.

Sick Leave Benefits - Illness

Provides cover to workers only, where a worker suffers an illness in their leisure time and prevents a worker from working. The illness must:

- occur and treatment is sought from a registered medical practitioner and disablement commences during the period of insurance, and
- is not an injury, and
- does not give rise to any entitlement to compensation under any statutory workers compensation scheme.

Sick leave benefits are payable whilst the worker continues to suffer disablement for the number of days accrued and recorded through the PSLI program.

Sick leave benefits are calculated based on the worker's pre-disability earnings. This calculation is made using the worker's normal weekly award rate of pay at the date of injury or illness (as the case may be), and not greater than the worker's normal gross salary excluding superannuation, site allowances, overtime payments, bonuses or commission. The weekly benefit is a gross amount and is subject to income tax.

* From November 14, 2016, tax is withheld from gross weekly benefits by QBE as per ATO guidelines.

The maximum sick days payable is 100 days. Regardless of how many days you accumulate, the maximum number of days payable under the PSLI is 100 days and once this is paid out/exhausted you will begin to accrue from a 0 (nil) balance.

Unused days will lapse when the worker has not been employed and no PSLI contributions have been paid for a continuous period of two (2) years or when the worker has permanently left the commercial building and construction industry.

A worker cannot exhaust any sick leave days accumulated when the worker is on annual leave, bereavement leave, jury leave, maternity leave, paternity leave, parental leave, carer's leave or any other special leave.

A claim will only be considered once the worker has taken all available accrued sick leave entitlements with their current employer.

What is not covered?

1. If the injury/illness is work related.
2. The Policy does not provide benefits or entitlements to benefits to an insured person when they are serving a prison sentence or whilst outside of Australia.

Example of how PSLI works

The following illustrates how the calculation would be made for the PSLI entitlements of a building worker that has been in the Industry for four (4) years – in that time he would have a potential PSLI benefit of 40 days (10 days x 4 years) LESS any sick leave taken.


John Smith was employed, at various times, by Company A, Company B and Company C (All employers are participating members of Incolink Fund No.1 and the PSLI Scheme.)	
Company A From 1/5/2012 to termination on 30/4/2013	John accumulated 10 sick days but only used two (2). Therefore, Incolink took over the administration of the remaining eight (8) days .
Company B From 1/5/2013 to termination on 30/4/2015	John accumulated 20 sick days, of which he took four (4), leaving a total of 16 days . Therefore 16 days were to be taken over by Incolink, who is now holding 24 days.
Company C From 1/5/2015 and is a current worker as of 30/4/2016	John accumulated 10 days , however, these are held by Company C until he is terminated. Incolink is holding a balance of 24 days for John Smith.

John then gets sick and needs to take 20 days off on sick leave.

John would:

1. Exhaust the 10 days he has accumulated with Company C (his current employer).
2. Then claim 10 days from his PSLI balance.
3. Leaving a balance of sick leave days in his PSLI account of 14 days.

If a period exists where the PSLI contributions have not been made for the worker, this will affect the worker's entitlements under the PSLI scheme.



FAQ

Please refer to the Frequently Asked Questions (FAQ's) on page 49.

C. Carer's Leave Benefit

When and what we will pay

We will pay a carer's leave benefit in respect of a worker if any of their immediate family or any other person who normally resides at the workers domestic address, requires care due to a personal illness, injury or unexpected emergency which occurs:

- during the period of insurance; and
- while the worker remains employed by an employer member

When we will not pay

We will not pay any claim under this section of the Policy if the claim

- occurs to someone who is not immediate family.
- results from an act of terrorism.

Carer's leave benefit restrictions

- (a) We will pay a carer's leave benefit while the worker's immediate family or any person who normally resides at the workers domestic address continues to suffer disablement which requires the worker to provide them with care and up to a maximum of 5 days per year which ever period is shorter.
- (b) No carer's leave benefit is available for any period of disablement:
 - When the worker is on Annual Leave, Bereavement Leave, Jury Leave, Maternity Leave, Paternity Leave, Parental Leave or any other Special Leave; or until the worker has taken any available accrued carer's leave entitlements with the worker's current employer; or
 - When a worker is no longer employed by an Employer Member
- (c) We will not pay a carer's leave benefit until the worker satisfies the conditions and limitations set out in the relevant Award.
- (d) Carer's leave benefits will not be paid for any period that the worker does not provide a medical certificate from a registered medical practitioner.
- (e) The policy does not provide benefits or entitlement to benefits to a worker for any period when they are:
 - outside of Australia; or
 - serving a prison sentence or remanded in custody.

Work Injury Management Service

A. Important Information

The Work Injury Management Service (WIMS) is available to employers and injured workers who participate in the **IPT program**. You have automatic access to Total Claims Solutions' (TCS) Work Injury Management Service while your employer is registered as paying into Incolink's IPT program and payments are current.

This service is only available to employers and their workers if the employer is registered with Incolink and is paying the IPT premiums on the worker's behalf.

The WIMS provided by TCS is funded by the underwriter of the Incolink IPT Insurance Program, QBE Insurance (Australia) Ltd, as part of an agreed value-added offering. Incolink has in place a Referral Agreement with TCS to cover the above arrangement and may receive a referral fee. Members who utilise WIMS will enter into a separate WIMS Services Agreement with TCS. Incolink is not a party to this separate arrangement.

Work Injury Management Service (WIMS)

Total Claims Solutions offer fully trained and highly experienced Injury Management Coordinators to support the injured worker and employer through the entire Workers' Compensation process.

They have a firm understanding of Workers' Compensation and Rehabilitation & Return-To-Work matters, as well as specific skills to assist both employees and employers when a work injury occurs.

The Role of Injury Management Coordinators

From the time a worker is injured to case resolution, the Injury Management Coordinator's role is to:

- Act on behalf of the employer to support the injured worker
- Offer immediate assistance to both the employer and worker from experienced staff

- Coordinate the Rehabilitation & Return-To-Work process including claim lodgement and suitable duties plans
- Provide a liaison to ensure all WorkCover requirements are managed effectively
- Offer support and advice to both employer and worker on all aspects of Injury Management
- Review the employer's current Work Injury Management process
- Deliver the best outcome for both employer and worker by taking an independent position
- Record and supply accurate and relevant information and documentation
- Coordinate all aspects of the claim
- Deliver supervisor and Toolbox Training to the staff
- Keep everyone well informed and involved in the claim
- Deliver a consistent, reliable and experienced approach to managing the sometimes complex process of getting an injured worker back to work

The Benefits

Total Claims Solutions' hands-on approach delivers immediate results for both the injured worker and employer.

The benefits include:

- Immediate access to experienced Injury Management Coordinators to minimize the longer term impact of injuries
- A smooth-flowing claims process
- A tailored Rehabilitation & Return-to Work program
- Clear and open communication between all parties
- Accurate and relevant notes and document keeping
- Reduced time away from work for the worker
- Potential reduction in Workers' Compensation costs
- Positive workplace culture and working relationships

If you need assistance with a workplace injury, please contact one of Total Claims Solutions' Injury Management Coordinators by:

Phone: **(03) 9320 8500**

Hotline: **1800 238 026**

Email: **WIMS@totalclaims.com.au**

Steps to lodging a claim

Incolink worker members may be eligible to lodge an insurance claim under Incolink's Accident and Illness Benefits program.*

Step 1 – Request a claim form

If you believe you may have suffered an injury or illness that may result in an insurance claim, contact Incolink **(03) 9639 3000** or Total Claims Solutions **(03) 9663 2411**.

Alternatively, to download the appropriate insurance claim form visit:

Incolink incolink.org.au
Total Claims Solutions totalclaims.com.au

Step 2 – Filling in the Incolink Insurance claim form

Complete all sections of the claim form in FULL.

To support your claim, please include copies of medical report/s, discharge summary, patient notes, radiologist's reports and any other relevant information. Proof of dependency will also need to be submitted if requested on the claim form to determine your weekly benefits.

Step 3 – Lodging your claim

Once completed, send the claim form to:

Total Claims Solutions
Level 1, 151 Rathdowne Street
CARLTON VIC 3053

Ensure you double-check that ALL sections of the claim form have been completed correctly before sending. Incomplete claim forms will delay the assessment of the claim.

Step 4 – Receiving the claim

Your claim will be assigned to a Total Claims Solutions case manager who will contact you to discuss your claim.

PLEASE NOTE: Cover is only available for those workers where the employer continues to pay the relevant premium and/or contributions. If a period exists where no premium and/or contribution has been paid on a worker's behalf while employed, then no cover will apply for that period. This also applies where there are gaps in the premiums or contribution payments.

Total Claims Solutions Pty Ltd ABN 42 389 515 023 is acting as Claims Manager on behalf of QBE Insurance (Australia) Limited ABN 780 0319 1035.



Level 1, 151 Rathdowne Street CARLTON VIC 3053
Telephone: **(03) 9663 2411**

Dedicated claims team looking after Incolink members

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Steps to lodging a claim



Frequently Asked Questions

Q Who will assess my insurance claim?

A Total Claims Solutions, who are appointed as claims managers of the insurance company including Incolink's Discretionary Covers, are responsible for managing all claims except for funeral claims.

Q Do I need to get all sections of the claim form completed?

A Yes, a claim form cannot be considered until we receive the form completed in FULL. Incomplete answers and vague information will delay the assessment of your claim.

Q What other information do I need to submit with my claim?

A Copies of any medical reports and/or discharge summary; patient notes; radiologists' reports that you may have been given, anything which might assist with the assessment of your claim. Proof of dependency will also need to be submitted if requested on the claim form to determine your weekly benefits.

Q How long does it take for a claim to be considered?

A The initial assessment of your claim may take between five and six weeks, depending on the information required and the time taken to receive requested reports. Delays will also occur where the forms have not been completed in full.

Q Can I email through my claim form?

A Yes; however it is important the original claim form is also sent prior to considering a claim.

Q Do I have to wait 14 days before having to send my claim form in?

A No; if it appears that you are going to be off work for more than 14 days, you should complete a claim form and send it to Total Claims Solutions immediately.

Q Do I need to take all my sick leave and portable sick leave days before claiming?

A Yes; if you are off work as a result of an illness, it is a requirement that you must first exhaust all available sick days with your current employer and any portable sick leave days that you may have with Incolink.

Q How can I find out what PSLI days I have accrued?

A You can check how many PSLI days you have by logging into WorkerLink via the Incolink smartphone app, or incolink.org.au or by calling Incolink on **(03) 9639 3000**.

Q What is the maximum benefit period I can claim?

Leisure Time Injury/Journey & Leisure Time Illness

Weekly benefits are only payable for a maximum period of 156 weeks whilst deemed medically unfit to work as a result of your injury or illness or such lesser period whilst you are unable to return to work. Limited to 104 weeks if aged 65 at time of injury/illness.

TAC Top Up Benefits

Top up benefits are only payable for a maximum period of 104 weeks whilst deemed medically unfit to work as a result of your injury or such lesser period whilst you are unable to return to work, and you are receiving weekly benefits from a statutory transport accident scheme.

WorkCover Top Up Benefits

Top up benefits are only payable for a maximum period of 78 weeks whilst deemed medically unfit to work as a result of your injury or such lesser period whilst you are unable to return to work and you are receiving weekly benefits from a statutory workers compensation scheme.

Q Is tax taken out of my weekly payments from the claim?

A All payments made before 14 November, 2016 were gross as shown on the remittance advice and tax was not deducted. These payments are taxable and should be included in your tax return. From 14 November 2016, QBE will withhold tax from weekly payments as requested by the ATO. At the end of the financial year, you will receive a Payment Summary which will show all payments and tax withheld for the year. If you need help with this, please contact your accountant, financial advisor or the ATO on **13 28 61**.

Q Where do I get a claim form?

A Contact Total Claims Solutions on **(03) 9663 2411** for a claim form to be sent or download the claim forms from the following websites:

Incolink

incolink.org.au

Total Claims Solutions

totalclaims.com.au

Q Once my claim assessment is completed and my claim is approved, how long until benefits are paid?

A Payment can be made the same day the claim has been approved providing Total Claims Solutions have a Medical Certificate on file for the applicable periods. Payments are made by cheque or EFT. If payments are made by EFT, funds will appear within 48 hours. If payments are made via cheque, the cheque will be posted within five (5) working days.

Q What are my obligations when I have made a claim?

A You must follow medical advice and treatments from your treating medical practitioner at all times after sustaining your injury/illness; and at our expense, undergo any medical examination by a doctor appointed by Total Claims Solutions, if required. Failure to comply may result in your claim payments ceasing.

Q How can I check that my redundancy, apprentice days, IPT premiums, PSLI premiums and Bill Payer premiums (where applicable) are being paid on my behalf and are current?

A You can check that your payments are up to date by logging into WorkerLink via the Incolink smartphone app, or incolink.org.au or by calling Incolink on **(03) 9639 3000**.

Q How long are my PSLI days held?

A For two (2) years from your last employer paid contribution.

Q Can I claim my medical bills?

A No; legislation does not allow for medical bills to be covered. Cover is only for weekly benefits whilst you are medically unfit to work as a result of an injury or illness.

Q How are my payments made?

A Payments are made fortnightly in arrears whilst we have a current medical certificate. Payments can be either made by cheque or Electronic Funds Transfer (EFT).

Q Will my superannuation be paid whilst on claim?

A No. Weekly benefits is exclusive of superannuation payments.

Q What should I do to ensure I have ongoing cover?

A You can check your payments are up to date by logging into WorkerLink via the Incolink smartphone app, or incolink.org.au or by calling Incolink on **(03) 9639 3000**. By contacting Incolink of any change in your personal circumstances you can keep up to date with changes in your cover.

Q Can I claim for Carers Leave?

A Yes, with effect from 1/10/2020, the Portable Sick Leave Insurance (PSLI) program was extended to include Carers Leave to care for your immediate family as defined in the Award.

Q How many Carers Leave days can I claim?

A From the days you have in the PSLI bank, up to 5 days per year or lesser. You must exhaust all days with your current employer.

Q Do I need to provide a medical certificate when on Carers Leave?

A Yes, this is an insurance policy requirement. A medical certificate is required from the treating doctor for whom you are caring. Or, a statutory declaration must be provided.

Q If a bill is only in my spouse's name and we live at the same address, does this bill get paid under Bill Payer?

A No. The bill must include the worker's name and the bill must be addressed to the worker's residential address and the bill must be in relation to your residential address. A bill will not be reimbursed if addressed to a PO Box.

Q Does Bill Payer cover me for my Council Rates?

A No. You are entitled to claim for electricity, water, gas, telephone (including mobile) and dependant children tuition fees only.

Q Do I need to pay the bill before I am reimbursed and what is the maximum I will be reimbursed?

A Yes, you must pay the bill as you will only be reimbursed up to \$250 per bill and a maximum of \$5,000 for all bills for any one claim.

Q If I already have a claim, will I have access to Bill Payer?

A No, Bill Payer commenced 1/10/2020. The benefit is only available for injury and/or Illness claims occurring on or after 1/10/2020.

Q Is the Child Care Assistance available if my partner/spouse dies as a result of an illness?

A No, it is only available as a result of an accident.

Q What is the Internal Dispute Resolution process?

A If you have any concerns about your claim please put your reasons for dispute in writing and we will review your file. All disputes will be reviewed internally by Total Claims Solutions. If you disagree with the decision, you can request the matter to be further considered by QBE Insurance (Australia) Limited's Internal Disputes Resolution Team, if applicable. Please contact us for a brochure that sets out this process.

If you are unable to resolve your dispute you can contact the Australian Financial Complaints Authority (AFCA) on **1800 931 678** between 9am - 5pm AEST/AEDT weekdays or email info@afca.org.au.

All matters relating to Discretionary Covers - Ambulance and Dental, will be referred to Windsor Management Insurance Brokers' Responsible Manager. Discretionary Cover - Funeral, will be referred to Incolink.

Q Who can I talk to if I need help in filling out the claim form?

A Ask to speak to one of the case managers at Total Claims Solutions, by:

Phone: **(03) 9663 2411**

Email: totalclaims@totalclaims.com.au

Q Who are my Incolink Industry Liaison Officers?

Russell Wilson

Phone: **0408 607 737**

Email: russellw@incolink.org.au

Tony Cordier

Phone: **0448 870 225**

Email: tonyc@incolink.org.au



A joint enterprise of employer associations
and unions in the building and
construction industry

1 Pelham Street, Carlton VIC 3053

Telephone: (03) 9639 3000

Facsimile: (03) 9639 1366

incolink.org.au

**For all enquiries about the information
supplied in this brochure or to request a
claim form, please call:**

Windsor Management Insurance Brokers P/L
AFS Licence Number 230747 ACN 083 775 795

Level 1, 151 Rathdowne Street, Carlton, Vic 3053
Phone: **(03) 9663 2411** Facsimile: **(03) 9663 4288**
Website: **wmib.com.au**

Total Claims Solutions Pty Ltd
Phone: **(03) 9663 2411** Facsimile: **(03) 9663 4020**

The Personal Accident & Illness Leisure Time policies (being Personal Accident Leisure Time and Leisure Time Illness/WorkCover Top-Up & Workplace Death and Capital Benefits and Portable Sick Leave Insurance) are underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFS Licence number 239545. All claims under these policies are managed by Total Claims Solutions ABN 42 389 515 023, who have been appointed as Claims Manager on behalf of QBE Insurance (Australia) Limited.

The Discretionary Covers (Ambulance, Dental and Funeral) are provided via Incolink's Discretionary Fund and are governed by the Discretionary Guidelines. Ambulance and dental claims are managed by Total Claims Solutions on behalf of Incolink. Funeral claims are managed by Incolink.