



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



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.

John Glasson
Chief Executive Officer
Incolink

Important Disclaimer



This brochure is intended to provide a general summary of the Insurance Company's policy wording. It does not purport to contain all the information that may be relevant to the matters included in it, and the information which is provided is provided as a matter of interest only – this is not the Insurance Policy.

Conditions apply to a number of the benefits in the Brochure and workers and others should not act in reliance on the information in it. Workers and others should check the accuracy, reliability and completeness of any information and if necessary obtain independent and specific advice before acting.

Please note:

In arranging this insurance, Incolink are (a) acting for Windsor Management Insurance Brokers (b) Incolink do not manage or process claims. All claims are managed by Total Claims Solutions, who have been appointed as claims managers of QBE Insurance (Australia) Ltd (c) Incolink distributes the product and do not give any advice. For advice, you must contact Windsor Management Insurance Brokers on (03) 9663 2411.

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Personal Accident Leisure Time Insurance

- A. Important Definitions/Information
- B. Loss of Income
- C. Broken Bones
- D. Capital Benefits
- E. (i) Journey Cover
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Please Note;

All covers under this section are only available whilst redundancy contributions are being paid on your behalf by your employer and are current.

A. Important Definitions/Information

Worker

Means a worker registered with either Redundancy Payment Approved Worker Entitlement Fund 1 or Redundancy Payment Approved Worker Entitlement Fund 2 whose redundancy contributions and/or Apprentice days due to the Redundancy Payments Central Fund (Incolink), are current at the time of injury.

Unemployed Workers

Means a worker will continue to be covered for a period of 9 consecutive months from the last recorded and paid redundancy contribution and/or Apprentice days to Incolink provided:

- they are unemployed and
- remain in or are actively seeking work in the building and construction industry and
- are registered as seeking work through the member services department through Incolink, the union registry book or centrelink or equivalent.

Dependants

Means the worker's spouse (or partner with whom the worker has cohabited for not less than 3 consecutive months) whose gross earnings are less than \$16,000 per year in the 12 months immediately prior to the date of injury and

The unmarried financially dependant 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

When a worker commences employment with an employer who is not registered with Incolink.

Exclusions; What is not covered:

1. War whether declared or not, invasion or civil war, rebellion or insurrection.
2. Any act of terrorism, regardless of any cause or event contributing concurrently or in any other sequence to the loss.
3. Intentional self injury or suicide or any attempt at suicide.
4. Flying or other aerial activity unless as a passenger in a properly licenced aircraft.
5. The insured person's criminal or illegal act.
6. Training for or playing in any professional or nonprofessional sport or activity organised by any sporting organisation, authority, club or centre.
7. The insured person's use of alcohol or drugs unless the drugs have been prescribed by a registered medical practitioner and used as per registered medical practitioner's instructions.
8. Any medical condition for which the worker has required treatment or advice from a doctor, chiropractor, physiotherapist or psychiatrist in the six (6) months before commencement date of the worker's cover.
9. Any illness.
10. Any injury for which statutory insurance or compensation scheme provides compensation.
11. No benefits are payable upon your 70th birthday.

We will not make any payment under this policy at a time when the insured person is serving a prison sentence or is outside Australia.

Conditions & Exclusions Apply

B. Loss of Income

Provides cover to workers only, for accidents, where a worker suffers injury in their leisure time, which stops a worker from working.

A 14 day waiting period (incl. Saturday and Sunday) applies – the first 14 days of your disablement after your accident are not paid.

Please Note: The 14 days must be consecutive and they commence from the date you sought treatment from a registered medical practitioner.

Payments commence from the 15th day onwards during the period of disablement to a maximum of 104 weeks or such lessor period whilst you are unable to return to your occupation as a result of your injury.

Cover does not apply where you are entitled to benefits under any statutory workers compensation scheme and or any statutory transport accident scheme.

The weekly benefits payable are as follows:

	Where employer is not paying IPT	Where employer is paying IPT*
With Dependants	\$950	\$1000
Without Dependants	\$730	\$780
Apprentice With Dependants	\$650	\$700
Apprentice Without Dependants	\$595	\$645

* These weekly rates take effect from 1/7/2008 for injuries occurring on or after this date.

***PLEASE NOTE:**

The benefits available under the IPT column are only available to those workers whose employer is paying the Income Protection & Trauma insurance premiums. They must be paid at the time of the accident and they must remain current.

Conditions & Exclusions Apply

C. Broken Bones

Provides cover to workers only, for a lump sum benefit, where a worker suffers injury during their leisure time, resulting in a break or fracture of a bone shown below.

BREAKS		FRACTURES	
Neck	\$5,000	Hip	\$3,750
Skull	\$5,000	Cheekbone	\$1,500
Spine	\$5,000	Shoulder	\$1,500
Hip	\$3,750	Neck	\$1,500
Jaw	\$2,500	Skull	\$1,500
Pelvis	\$2,500	Spine	\$1,500
Leg	\$2,500	Jaw	\$1,000
Ankle	\$2,500	Pelvis	\$1,000
Knee	\$2,500	Leg	\$1,000
Cheekbone	\$1,500	Ankle	\$1,000
Shoulder	\$1,500	Knee	\$1,000
Arm	\$1,250	Arm	\$ 500
Elbow	\$1,250	Elbow	\$ 500
Wrist	\$1,250	Wrist	\$ 500
Nose	\$1,000	Ribs	\$ 500
Collarbone	\$1,000		
Ribs	\$ 500		
Foot	\$ 375		
Hand	\$ 375		

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

Break, means a complete break of the bone

Fracture, means the bone is not completely broken (hairline)

NOTE:

Ribs means one or many, \$500 is paid whether one, two or three ribs break. The maximum benefit payable for a broken or fractured bone/s for any one injury is \$5,000.

Cover is for **leisure time only**, where you are not protected by WorkCover

**NO WORK RELATED ACCIDENTS
ARE COVERED under this policy**

Conditions & Exclusions Apply

D. Capital Benefits

Provides cover to workers only, for a lump sum benefit 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 CONDITION	WORKER WITH DEPENDANTS	SINGLE WORKER
1. Death	\$20,000	\$10,000
2. Permanent Paraplegia	\$20,000	\$10,000
3. Permanent Quadriplegia	\$20,000	\$10,000
4. Permanent total loss of entire sight of one or both eyes	\$20,000	\$10,000
5. Permanent and incurable paralysis of all limbs	\$20,000	\$10,000
6. Permanent and incurable Insanity	\$20,000	\$10,000
7. Permanent total loss of hearing:		
7.1 in both ears	\$16,000	\$ 8,000
7.2 in one ear	\$ 4,000	\$ 2,000
8. Permanent total loss of the use of		
8.1 four fingers and thumb of either hand	\$15,000	\$ 7,500
8.2 four fingers of either hand	\$ 8,000	\$ 4,000
8.3 one thumb, both joints	\$ 6,000	\$ 3,000
8.4 one thumb, one joint	\$ 3,000	\$ 1,500
8.5 a finger, three joints	\$ 2,000	\$ 1,000
8.6 a finger two joints	\$ 1,500	\$ 750
8.7 a finger one joint	\$ 1,000	\$ 500
9. Permanent total loss of the use of:		
9.1 all the toes of one foot	\$ 3,000	\$ 1,500
9.2 great toe, both joints	\$ 1,000	\$ 500
9.3 great toe, one joint	\$ 600	\$ 100
9.4 other toe (each toe)	\$ 200	\$ 100
10. Permanent loss of the lens of one eye	\$12,000	\$ 6,000
11. Third degree burns and/or resultant disfigurement which covers		
11.1 more than 40% of the entire body	\$10,000	\$ 5,000
11.2 between 20% and 39% of the entire body	\$ 5,000	\$ 2,500
12. Fracture of a leg or patella with established non union	\$ 2,000	\$ 1,000
13. Shortening of the leg by five (or more) centimetres	\$ 1,500	\$ 750

(Any Capital Benefit payable shall be reduced by any amount of any other Capital Benefit we have paid or are liable to pay in connection with the same injury).

Note:

The maximum Capital Benefit paid for any one accident is:

With Dependants: \$20,000

No Dependants: \$10,000.

E. i) Journey Cover

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.

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 Incolink Claim
- C) Fell off Bike Incolink Claim

Cover is not provided where there is an entitlement with any statutory transport accident scheme and or any statutory workers compensation scheme.

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.

The maximum period claimable is 104 weeks.

Weekly benefits will not be payable for any period of disablement before the worker has sought treatment for the injury from a registered medical practitioner.

E. ii) 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 CONDITION	WORKER WITH DEPENDANTS	SINGLE WORKER
1. Death	\$100,000	\$50,000
2. Permanent Paraplegia	\$100,000	\$50,000
3. Permanent Quadriplegia	\$100,000	\$50,000
4. Permanent total loss of the entire sight of one or both eyes	\$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
9. Permanent total loss of the use of		
9.1 all the toes of 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 leg by five (or more) centimetres	\$ 7,500	\$ 3,750

(Any Capital Benefit payable shall be reduced by any amount of any other Capital Benefit we have paid or are liable to pay in connection with the same injury).

Note:

The maximum Capital Benefit paid for any one accident is:

With Dependents: \$100,000

No Dependents: \$50,000

Discretionary Cover

- A. Important Definitions/Information
- B. Emergency Transport
- C. Dental, Accident Only

Please Note;

Cover under this section is only available whilst redundancy contributions are being paid on your behalf by your employer and are current.

A. Important Definitions/Information

Worker

Means a worker registered with either Redundancy Payment Approved Worker Entitlement Fund 1 or Redundancy Payment Approved Worker Entitlement Fund 2 whose redundancy contributions and/or Apprentice days due to the Redundancy Payments Central Fund (Incolink), are current at the time of injury.

Unemployed Workers

Means a worker will continue to be covered for a period of 9 consecutive months from the last recorded and paid redundancy contribution and/or Apprentice days to Incolink provided:

- they are unemployed and
- remain in or are actively seeking work in the building and construction industry and
- are registered as seeking work through the member services department through Incolink, the union registry book or centrelink or equivalent.

Dependants

Means the workers spouse (or partner with whom the worker has cohabitated for not less than 3 consecutive months) and includes the unmarried financially dependant 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

When a worker commences employment with an employer who is not registered with Incolink.

The latest time a claim can be made

Any claim received will only be considered for payment if the claim is submitted to our discretionary fund claim provider within 8 months after the expiry of the period of cover, the period of cover is; 1st December to 30th November each year.

B. Emergency Transport

There are set Guidelines for claiming under this section. The following is a summary of those guidelines.

Provides cover to the worker and his/her dependants, for ambulance usage anywhere in Australia.

There is a maximum amount paid on any one ambulance trip which is \$10,000

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.

Please note:

Cover does not apply where the ambulance usage is required for transport between two public hospitals or transport from a public hospital to an external diagnostic facility or transport to and from public hospital appointments. The fees are incurred by the relative hospitals.

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 his/her dependants, for accidental damage to sound and healthy teeth, occurring outside working hours.

The maximum amount payable, for any one accident is as follows:

Single \$2,000 (Maximum 2 claims per year)	Family \$2,250 (Maximum 4 claims per year)
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Where a worker has private health insurance, including dental, all accounts must be submitted with the private health insurer first, and if your claim is accepted, we will only consider the gap.

Any work related accidents must be claimed through your WorkCover insurer, as no cover is provided during working hours.

No cover is provided where there is an entitlement with the appropriate statutory transport accident scheme.

Milk teeth or first teeth and wisdom teeth are not covered.

Damage to filling/s is not covered without any damage to the tooth structure.

Conditions & Exclusions Apply

Funeral Cover

A. Important Definitions/Information

B. Benefit

Please Note;

Cover under this section is only available whilst redundancy contributions are being paid on your behalf by your employer and are current.

A. Important Definitions/Information

Worker

Means a worker registered with either Redundancy Payment Approved Worker Entitlement Fund 1 or Redundancy Payment Approved Worker Entitlement Fund 2 whose redundancy contributions and/or Apprentice days due to the Redundancy Payments Central Fund (Incolink), are current.

Unemployed Workers

Means a worker will continue to be covered for a period of 9 consecutive months from the last recorded and paid redundancy contribution and/or Apprentice days to Incolink provided:

- they are unemployed and
- remain in or are actively seeking work in the building and construction industry and
- are registered as seeking work through the member services department through Incolink, the union registry book or centrelink or equivalent.

When does cover cease

When a worker starts working for an employer who is not registered with Incolink.

Claim Form

Please ring Incolink on 9639 3000 and the appropriate paperwork will be forwarded. Incolink collate all the relevant documentation and will then forward the claim to Windsor Management Insurance Brokers for assessment.

B. Benefit

Provides a benefit of \$7,000 (payable to the beneficiary or funeral parlor) when a worker dies. Cover is provided 24 hours, 7 days a week.

Please note: When application is made a full certified death certificate, stating the cause of death must be provided.

Cover ceases upon the worker's 70th birthday.

Conditions & Exclusions Apply

Leisure Time Illness/ WorkCover Top- Up/TAC Top-Up & Workplace Trauma

- A. Important Definitions/Information
- B. Leisure Time Illness
- C. TAC Top-Up
- D. Workers Compensation Top-Up
- E. Workplace Trauma

Please Note;

Cover is only available for those workers where the employer has agreed and continues to pay the weekly I.P.T premium.

A. Important Definitions/Information

Worker

Means a worker registered with the Redundancy Payments Central Fund whose insurance premium contributions payable for this policy from a participating employer are current.

Dependants

Means the worker's spouse (or partner with whom the worker has cohabited for not less than 3 consecutive months) whose gross earnings are less than \$16,000 per year in the 12 months immediately prior to the date of injury or the date the worker first becomes disabled from the illness.

The unmarried financially dependant 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

Cover under this policy will cease immediately on the day that a worker ceases employment with an employer who is an agreed and active premium contributor.

If a period exists where no premium has been paid on behalf of the worker then no cover will apply for such period.

Exclusions; What is not covered:

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 as a passenger in a properly licensed aircraft.
6. The insured person'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. The insured person's use of alcohol or drugs unless the drugs have been prescribed by a registered medical practitioner and used as per registered medical practitioner's instructions.

We will not make any payment under the policy at a time when the insured person is serving a prison sentence or is outside Australia.

Conditions & Exclusions Apply

B. Leisure Time Illness

Provides cover to workers only, for illnesses occurring in their leisure time, outside working hours and which stops the worker from working. Cover does not apply where the worker is entitled to receive entitlements to compensation under any statutory workers compensations scheme.

Examples

- o Brain Tumour
- o Stroke
- o Cancer/Leukaemia

Any medical condition for which the worker has required treatment or advice from a doctor, chiropractor, physiotherapist, psychologist or psychiatrist in the 6 months before the commencement date of the worker's cover is not covered.

A 14 day waiting period (inc. Saturday and Sunday) applies -the first 14 days of your disablement after your illness are not covered.

Please note: The 14 days must be consecutive and they commence from the date you sought treatment from a registered medical practitioner.

It is a requirement under this policy that the worker first exhausts all available sick leave from his/her current employer and all available portable sick leave accumulated.

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

The weekly benefits payable are as follows:

Weekly Benefit	
With Dependants	\$1000
Without Dependants	\$780
Apprentice With Dependants	\$700
Apprentice Without Dependants	\$645

* These weekly rates take effect from 1/7/2008 for illnesses occurring on or after this date.

We will pay weekly benefits whilst the worker continues to suffer disablement up to a maximum of 104 weeks or such lesser period.

No benefit is payable for an illness that occurs to a worker after the worker's 70th birthday.

Conditions & Exclusions Apply

C. Tac Top-Up

Provides cover 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 where cover is available through the appropriate statutory transport accident scheme for loss of income benefits.

We pay the difference between what the transport accident scheme pays and the actual gross rate of 100% of a worker's pre-disability earnings as calculated by scheme to a maximum of \$1,500 (gross) per week.

The maximum period claimable is 104 weeks whilst in receipt of income benefits from the statutory transport accident scheme or such lesser period whilst the worker is disabled.

Any medical condition for which the worker has required treatment or advice from a doctor, chiropractor, physiotherapist, psychologist or psychiatrist in the 6 months before the commencement date of the worker's cover is not covered.

No benefits are payable for an injury that occurs to a worker after the worker's 70th birthday.

D. Worker's Compensation Top-Up

Provides a Top-Up benefit to workers only, for workplace accidents, which are accepted by an Australian jurisdiction statutory workers compensation scheme.

Benefits are provided from the 53rd week of disablement whilst in receipt of WorkCover payments for a maximum period of 52 weeks or such lesser period, whilst the worker continues to be disabled and WorkCover continues to pay benefits.

We top-up the difference of what gross payment WorkCover is paying and your gross pre-injury earnings as calculated by WorkCover to a combined maximum of \$1,200 per week. (New rates take effect 1/7/08, for injuries occurring on or after this date).

Any medical condition for which the worker has required treatment or advice from a doctor, chiropractor, physiotherapist, psychologist or psychiatrist in the 6 months before the commencement date of the insured worker's cover is not covered.

No benefits are payable for an injury that occurs to a worker after the worker's 70th birthday.

Conditions & Exclusions Apply

E. Working Hours – Workplace Trauma

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

Permanent Total Disablement means;

- Total disablement which is solely and independently of any other cause the result of injury, which in all probability will continue for life, which in all probability will prevent the worker from undertaking any part of the worker's usual occupations, businesses and professions and for which the worker has been paid weekly payments pursuant to any statutory workers compensation scheme for a continuous period of 24 months; and
- At the expiration of the continuous period of 24 months during which the worker has been paid such weekly payments, the worker has as a result of such injury a degree of impairment of whole person of more than 30% as assessed in accordance with the American Medical Association's Guides to the Evaluation of Permanent Impairment – Fourth Edition.
- Secondary conditions to the injury do not apply.

The benefits available are as follows:

	Worker with Dependants	Single Worker
Death	\$250,000	\$150,000
Permanent Total Disablement	\$250,000	\$150,000

Portable Sick Leave Scheme

- A. Important Information
- B. Sick Leave

Please Note;

Cover is only available for those workers where the employer is contributing the industry surcharge on a worker's behalf.

Portable Sick leave can not be accessed when unemployed.

A. Important Information

What is the Construction Industry Portable Sick Leave Scheme?

The Construction Industry Portable Sick Leave Scheme (PSL) was developed through the parties to the VIBA. Incolink at the request of the parties has established and manage this Scheme.

The PSL has been set up to take over the sick days you would normally lose when you leave or are terminated by your current employer.

How does the Construction Industry Portable Sick Leave Scheme work?

Incolink has purchased an Insurance Policy which will cover any unused sick leave a commercial/industrial building worker has remaining at the time of termination of employment.

Whilst you are with that current employer, that employer is responsible for any Personal Sick Leave you may have accrued under the Award system, but only to those benefits which relate to Personal Injury/Illness leave of the worker.

On termination of your employment, Incolink obtain from your employer the number of sick leave credits you have remaining with that employer.

B. Sick Leave

Cover is provided to the worker where the worker is employed by a participating employer at the date of injury/illness occurring outside working hours. No cover is provided where there is an 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 with Incolink.

Sick leave benefits are determined by the worker's pre-disability earnings meaning the worker's normal weekly award rate of pay at the date of injury or the date on which the illness first manifested itself (as the case may be) and not greater than the worker's normal gross salary excluding bonuses and overtime payments.

The maximum days payable is 100 days.

Conditions & Exclusions Apply

These days will lapse once the worker has not been employed for a continuous period of 2 years or when the worker has permanently left the Building 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 or any other special leave.

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

Casual employees are not covered under this program.

Conditions & Exclusions Apply





Here to help.

www.incolink.org.au

Telephone: (03) 9639 3000

Facsimile: (03) 9639 1366

Freecall: 1800 337 789

*(Available regional areas only,
not from metro Melb or Mobiles)*

For all enquiries pertaining to the information supplied in this brochure or for a claim form, please call:



Windsor
Management
Insurance Brokers

Windsor Management Insurance Brokers P/L
AFS Licence Number 230747 ACN 083 775 795
Level 1, 151 Rathdowne Street, Carlton, Vic 3053
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Website: www.wmib.com.au

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Total Claims Solutions Pty Ltd
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