

**AMIEU SA&WA BRANCH
JOURNEY ACCIDENT COVER**

RULES

As at October 2014.

The Union Committee of Management maintains the complete control of the benefit and may vary, supersede or terminate the benefit at any time:

1. Cover is for the benefit of financial members of the Union where they suffer loss of income due to an accident that occurs whilst travelling to work or home from work.
2. Travel includes any kind of travel whether it is vehicular, pedal or pedestrian travel, from the time that you leave your property to the time that you arrive at the boundary of your place of employment.
3. The cover only includes travel for the most direct route to and from work including reasonable variations for such things as picking up children from school and like circumstances.
4. Cover is for the result of an accident to or from work that causes incapacity to work as certified by a medical practitioner.
5. A copy of the police incident report for the accident must be supplied to the Union with the claim form.
6. The cover does not include periods where the worker is entitled to payments of other entitlements.
7. Where the worker is entitled to other cover (such as where the employer already provides for journey accident cover for its employees) the worker must access that cover in the first instance. Where an employer's cover or other cover is for less than the Unions cover, the Union will top up the difference between the other cover and the Union's cover.
8. Payments will be made monthly in arrears.
9. Monthly payments will be set and reviewed by the Union's Committee of Management on regular occasions. As at September 2012 the current payments are as follows:
 - Up to \$2200 per month for a non pieceworker and up to \$3200 for a pieceworker. These amounts are the monthly payments and are based prorate on the number of days lost in the month. Payments are not based on the workers actual earnings and are paid as a lump sum amount.
 - Pieceworker includes any person whose wages vary in accordance with production levels and who is not paid strictly according to the hours that they work.
10. The limit of payments shall be 6 months.
11. Claim forms must be submitted to the Union office when the accident occurs and must include medical certification of the injury and a copy of the relevant police report.
12. A new claim form must be submitted each month to the Union office for each month that the claim continues.
13. SUBROGATION AGREEMENT

In consideration of the Union accepting the claimant's claim, any and all of the claimant's rights in respect of the events causing the lodgement of the claim will be subrogated as the rights of the Union.

Without limiting the generality of the foregoing, upon payment of any compensation, damages or any other monetary amount howsoever described in relation to the events causing the lodgement of the claim to the claimant, the claimant shall refund in full all amounts paid to him/her by the Union in relation to this claim within 7 days.

In the event of any dispute over the applicability or enforcement of this subrogation agreement, the claimant shall pay all costs of the dispute (including reasonable legal fees and disbursements of counsel for both parties, and including any expert witness fees or other reasonable costs incurred in such dispute).

In this clause:

"Union" means the Australasian Meat Industry Employees Union, South Australian/Western Australian Branch, represented through its Committee of Management.

"Claimant" means the person who has signed this form making application for benefits under this scheme.