

# Total Care Plan Super

## Policy Document

This document is an agreement between Colonial Mutual Superannuation Pty Ltd ABN 56 006 831 983 AFSL 235025 the Trustee of the Colonial Super Retirement Fund ABN 40 328 908 469 and The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 AFSL 235035 (the Insurer).

The Trustee holds this agreement on your behalf as the Life Insured.

This document is issued by The Colonial Mutual Life Assurance Society Limited, Level 1, 11 Harbour Street, Sydney NSW 2000.

**Important information**

The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 AFSL 235035 (CMLA) (the Insurer) is a wholly-owned subsidiary of Commonwealth Bank of Australia ABN 48 123 123 124. Commonwealth Bank of Australia and its subsidiaries do not guarantee the obligations or performance of the Insurer or the products it offers. Commlnsure is a registered business name of The Colonial Mutual Life Assurance Society Limited.

For the purposes of this document, the terms 'we', 'our' and 'us' will refer to The Colonial Mutual Life Assurance Society Limited, the 'Life Company' issuing the life insurance Policy.

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# Overview

## About Colonial Super Retirement Fund – Protection Category of membership

The Colonial Super Retirement Fund (the Fund) is a public offer superannuation fund and is designed for employed people who wish to save for their retirement.

The Protection Category is a category of membership within the Fund and is designed for persons who are self-employed, employed or eligible spouses, who wish to obtain life and disability insurance cover.

The Protection Category provides insurance benefits only and has no savings component. When you join the Fund in the Protection Category of membership, the Trustee purchases a Total Care Plan Super Policy (the Policy) on your behalf from the Insurer. This Policy can be tailored to meet your needs, including the level of insurance cover required. Contact details are located on the inside back cover of this Policy Document.

### Type of cover

Total Care Plan Super is based on a comprehensive insurance policy with three important elements:

- Life Care, which pays a lump sum in the event of death or Terminal Illness
- Total and Permanent Disability Cover (TPD Cover), which pays a lump sum on Total and Permanent Disablement and
- Income Care Super, which pays monthly benefits on total or partial disability.

### Worldwide cover

This Policy provides cover 24 hours a day anywhere in the world subject to specific exclusions.

### Premiums

The cost of the Total Care Plan Super Policy is based on the Life Insured's age, health, gender, whether or not they smoke, any sporting or recreational activities in which they participate and the type and level of insurance selected. The Life Insured's occupation may also affect the cost of cover. Generally, the cost of cover increases as the Life Insured gets older unless the Level Premium Rate option applies and the Policy Anniversary Date preceding the Life Insured's 65th birthday has not occurred. Tables of premium rates are available on request.

Premiums are payable annually in advance and can also be paid in monthly, quarterly or half-yearly instalments by a method approved by us.

The Policy may be cancelled if premiums are not paid within 30 days of the Premium Due Date. Future premium rates are not guaranteed to be the same as current rates. We reserve the right to change these for all policies in a group.

Premiums for all insurance benefits outlined in this Policy will be placed in the Life Company's No.1 Statutory Fund and insurance claims will be paid from that fund. Total Care Plan Super does not acquire a surrender or cash-in value at any point.

## Upgrade provision

Future versions of this Policy may be introduced. If this happens, all policies in a group will be upgraded to include the improved terms and conditions within a reasonable time frame (generally on the next Policy Anniversary Date), but only if no policy in that group will be disadvantaged.

Improved terms and conditions may not apply in respect of any pre-existing conditions at the time the improvement took place.

## Cooling-off period

From the date we send you the Policy Document and Policy Schedule, you have 28 days to check that it meets your needs. This is known as the 'cooling-off period'. Within this period, you can cancel the cover and we will refund any premiums paid, subject to superannuation laws and the deduction of applicable tax.

If you want to cancel your cover, please put your request in writing and send it to us with the Policy Schedule and Policy Document.

Premiums that we can't refund to you due to superannuation law will be transferred to a superannuation fund of your choice or to SuperTrace Eligible Rollover Fund if you don't nominate a fund within 28 days.

## Limitation of benefit payments

- The payment of a benefit to you is subject to the terms of the Policy and the Trustee will not pay a benefit greater than the amount actually received by the Trustee from the Life Company under the Policy. Further, no ancillary benefit will be provided by the Trustee if not provided by the Life Company. The Trustee can vary the contractual arrangements for insurance at any time.
- If a benefit is payable under the Policy, the benefit will be paid to the Trustee and then paid in accordance with the Trust Deed. We do not pay any interest on benefits for the time it takes us to assess the Trustee's entitlement to, and to process payment of, those benefits unless the time we take is unreasonable.
- There may be instances where a benefit becomes payable under the Policy but it must be preserved in the Fund until a preserved benefit condition of release is satisfied.

# Policy conditions

## 1. Interpreting this Policy Document

### References

In this Policy Document a reference to 'you' or 'your' is a reference to the Policy Owner (the Trustee) named in the Policy Schedule.

### This Policy is a contract

This Policy is a contract that consists of:

- the Application for Total Care Plan Super
- any other documents which the Life Insured has signed for the purpose of this Policy
- the Policy conditions in this document
- the latest Policy Schedule we have issued for this Policy and
- any document we have issued which records an authorised variation to this Policy.

### Alterations and variations

No change to this Policy shall be valid unless we confirm the change in writing.

### Confirmation of Electronic Application and Personal Statement

If the Life Insured's application to join the Fund in the Protection Category of membership was made electronically via our online application facility, this Policy terminates at midnight on the Termination Date unless:

- we receive, on or before the Termination Date, a Confirmation of Electronic Application and Personal Statement ('the Confirmation') in respect of the Life Insured's application and
- the Confirmation received by us is in the form, and provided by the Life Insured and such other person or persons, required by us

where the Termination Date is the 30th day after the Date Insured From.

### Cancellation of an existing policy

If the Life Insured indicated in his or her Application for Total Care Plan Super that cover under this Policy is to replace certain existing or proposed cover that insures the Life Insured, your cover under this Policy is conditional on that existing or proposed cover being cancelled before the occurrence of an insured event under the existing or proposed cover. Until this cancellation occurs, you will not be covered under this Policy despite any provision in it to the contrary. If your cover under this Policy exceeds the existing or proposed cover to be replaced, this condition will not apply to the cover under this Policy to the extent that it exceeds the existing or proposed cover.

### Changes in the law

We may vary any of the terms and conditions of this Policy (including premiums) immediately, if there is a material change to the law and as a result:

- it becomes impossible or impractical to carry out our obligations under the Policy
- the basis of taxation of CMLA or this Policy is changed

- government levies relating to CMLA or this Policy are imposed or changed or
- the provisions of the Policy would otherwise become inconsistent with the law.

We will immediately notify you of any variation of this Policy which we make under this condition.

This condition does not apply to the extent that it would prevent the Policy from being treated as life insurance business under the Life Insurance Act 1995 (or any legislation that replaces it).

### Currency

All payments made in connection with this Policy, whether to us or by us, must be made in Australian currency.

### Guaranteed renewable

Provided premiums are paid within 30 days of the Premium Due Date and we receive the Confirmation if required under this Policy, this Policy will remain in force until all cover under it ceases and we cannot cancel this Policy, increase the premium rates for this Policy or place any further restrictions on the cover presently provided by this Policy as a result of:

- the number of claims made under this Policy or
- any change in the Life Insured's state of health, occupation or pastimes.

### Legal interpretation

This Policy is subject to and governed by the laws of the State of New South Wales.

### Notices

Any notice you or the Life Insured gives to us under this Policy must be given to us in writing. Any notice which we give to you or the Life Insured must also be given in writing, and will be effective if it is delivered personally, or delivered to, or posted to, the address last known to us.

### Policy Schedule

The Policy Schedule contains the individual details of your Policy and must be read in conjunction with these Policy conditions.

## 2. Important definitions

### **Accidental Death Cover**

Accidental Death Cover is the optional benefit payable on the death of the Life Insured as a result of an Accident. The amount of the benefit is that shown in the Policy Schedule as increased or reduced under this Policy.

### **Annual Premium**

This is the Annual Premium specified in the Policy Schedule and includes the premiums for the benefits attached to this Policy and the Policy Fee.

### **Automatic Indexation**

The increase in Life Care, TPD Cover and Accidental Death Cover benefits under condition 3.1.9.

### **Cover Expiry Date**

The date (if any) shown as such in the Policy Schedule, being the date when all cover for the Life Insured ends under this Policy.

### **Date Insured From**

This is the date, shown on your Policy Schedule, from which your Policy becomes effective.

### **Day One Condition**

A condition which is Cardiomyopathy, Primary Pulmonary Hypertension, Major Head Trauma, Motor Neurone Disease, Multiple Sclerosis, Muscular Dystrophy, Paraplegia, Quadriplegia, Hemiplegia, Diplegia, Tetraplegia, Dementia and Alzheimer's Disease, Parkinson's Disease, Blindness, Loss of Speech, Loss of Hearing, Chronic Lung Disease or Severe Rheumatoid Arthritis (as these conditions are defined in condition 7).

### **Immediate Family Member**

An Immediate Family Member includes a Spouse, parent, parent-in-law, sibling and a child.

### **Income Care Super Cover**

The cover, if any, provided under condition 4.

### **Injury**

An accidental bodily injury occurring while this Policy is in force.

### **Life Care**

Life Care is the benefit payable on the death of the Life Insured. The amount of the benefit is that shown in the Policy Schedule as increased or reduced under this Policy.

### **Life Insured**

The Life Insured is the person on whose life benefits are payable. The Life Insured's name appears on your Policy Schedule.

### **Medical Practitioner**

A registered medical practitioner other than the Life Insured or an Immediate Family Member or business partner of the Life Insured. For the purpose of this definition, a registered medical practitioner is a legally qualified medical practitioner whose credentials have been formally accepted by the Medical Authority of the Australian state or territory in which he or she practises as a medical practitioner and who is registered by that Medical Authority to carry out the duties of a medical practitioner according to the rules set by the Medical Authority. A 'Medical Authority' is the registered authority, board, association or body which has the power to

authorise or license a person to practise as a medical practitioner in the relevant Australian state or territory.

### **Occupation**

Occupation means the full-time gainful occupation of the Life Insured immediately prior to Total and Permanent Disablement or Total and Temporary Disability, as applicable.

### **Policy Anniversary Date**

The date on which your Policy's annual review will take place and from which your premiums are calculated.

The Policy Anniversary Date will fall on each anniversary of the Date Insured From shown in the Policy Schedule.

### **Premium Due Date**

Premiums are payable annually in advance and are due on the Date Insured From and on each Policy Anniversary Date. Each of these dates is a Premium Due Date.

Premiums can also be payable in monthly, quarterly or half-yearly instalments by a method approved by us. If we agree to accept the premium in instalments, the date that an instalment is due to be paid is a Premium Due Date.

### **Sickness**

An illness or disease that becomes apparent while this Policy is in force.

### **Spouse**

A spouse of a person includes:

- another person (whether of the same or a different sex) with whom the person is in a relationship that is registered under a law of a State or Territory prescribed for the purposes of section 22B of the Acts Interpretation Act 1901 (Cth) as a kind of relationship prescribed for the purposes of that section and
- another person who, although not legally married to the person, lives with the person on a genuine domestic basis in a relationship as a couple.

### **Terminally Ill**

The Life Insured is suffering from a disease or condition which, in the opinion of an appropriate specialist Medical Practitioner and, where we consider appropriate, supported by our chief medical officer, will lead to the Life Insured's death within twelve months.

### **Total and Permanent Disability Cover (TPD Cover)**

TPD Cover is the benefit payable on the Total and Permanent Disablement of the Life Insured. The amount of the benefit is that shown in the Policy Schedule as increased or reduced under this Policy.

### **Total and Permanent Disablement**

#### **Total and Permanent Disablement – Own Occupation**

If the words 'Own Occupation' appear on the Policy Schedule, then Total and Permanent Disablement means that:

- the Life Insured has been absent from his or her own Occupation as a result of Sickness or Injury for a period of three consecutive months and, at the end of the three months, the Life Insured continues to be incapacitated to such an extent that he or she will be unlikely to engage in his or her own Occupation ever again and is under the regular treatment, and following the advice, of a Medical Practitioner

or

- the Life Insured has been absent from his or her own Occupation as a result of a Day One Condition and the Life Insured continues to be incapacitated to such an extent that he or she will be unlikely to engage in his or her own Occupation ever again and is under the regular treatment, and following the advice, of a Medical Practitioner

or

- the Life Insured has suffered Loss of Limbs or Sight (as defined in condition 7)

or

- the Life Insured has suffered Loss of Independent Existence (as defined in condition 7).

If the Life Insured has been engaged in full-time domestic duties or child rearing at the time of the Sickness or Injury that causes Total and Permanent Disablement, then Total and Permanent Disablement means the Life Insured:

- has been, through Sickness or Injury, unable to perform domestic duties or child rearing and has been confined to the home for a period of three consecutive months and is under the regular treatment, and following the advice, of a Medical Practitioner and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life

or

- has been unable to perform domestic duties or child rearing and confined to the home as a result of a Day One Condition and is under the regular treatment, and following the advice, of a Medical Practitioner and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life

or

- has suffered Loss of Limbs or Sight (as defined in condition 7)

or

- has suffered Loss of Independent Existence (as defined in condition 7).

Totally and Permanently Disabled has a corresponding meaning.

#### **Total and Permanent Disablement – Any Occupation**

If the words 'Any Occupation' appear on the Policy Schedule, then Total and Permanent Disablement means the Life Insured:

- has been absent from active employment as a result of Sickness or Injury for a period of three consecutive months and has, throughout that time, been unable to engage in any occupation:
  - for which he or she is reasonably suited by education, training or experience and
  - which would pay remuneration at a rate greater than 25% of the Life Insured's earnings during his or her last consecutive 12 months of work and is under the regular treatment, and following the advice, of a Medical Practitioner and is likely to be so disabled for life

or

- has been absent from active employment as a result of a Day One Condition and is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is under the regular treatment, and following the advice, of a Medical Practitioner and is likely to be so disabled for life

or

- has suffered Loss of Limbs or Sight (as defined in condition 7)

or

- has suffered Loss of Independent Existence (as defined in condition 7).

If the Life Insured has been engaged in full-time domestic duties or child rearing at the time of the Sickness or Injury that causes Total and Permanent Disablement, then Total and Permanent Disablement means the Life Insured:

- has been, through Sickness or Injury, unable to perform domestic duties or child rearing and confined to the home for a period of three consecutive months and is under the regular treatment, and following the advice, of a Medical Practitioner and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life

or

- has been unable to perform domestic duties or child rearing and has been confined to the home as a result of a Day One Condition and is under the regular treatment, and following the advice, of a Medical Practitioner and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life

or

- has suffered Loss of Limbs or Sight (as defined in condition 7)

or

- has suffered Loss of Independent Existence (as defined in condition 7).

Totally and Permanently Disabled has a corresponding meaning.

#### **Total and Temporary Disability**

Disability resulting from Sickness or Injury that has caused the Life Insured to be continually and significantly unable to perform his or her Occupation for a period of three consecutive months. The Life Insured is not Totally and Temporarily Disabled if he or she is, or has been, during that period, engaged in any occupation for wage or profit. The Life Insured must have been, throughout the three month period, and must continue to be, under the regular care and attendance of, or following treatment prescribed by, a Medical Practitioner.

## 3. Life Care and Total and Permanent Disability Cover

### 3.1 Benefits

#### 3.1.1 Life Care (death cover)

The Life Care benefit applies when the words 'Life Care' appear under the 'Plan Benefits' section in the Policy Schedule.

Subject to the conditions of this Policy, we will pay the Life Care benefit if, while the Life Care benefit applies, the Life Insured dies.

The Life Care benefit and this Policy ceases to apply:

- on the death of the Life Insured
- from the Policy Anniversary Date preceding the Life Insured's 80th birthday
- from the Cover Expiry Date, if any
- when this Policy terminates

whichever happens first.

#### Exclusions

The Life Care benefit will not be payable when the Life Insured (whether sane or insane) commits suicide within one year from:

- the Date Insured From
- the date the Life Care benefit came into force
- the date on which the Policy was last reinstated or
- the date of an increase to your cover (the exclusion will then apply only to the amount of the increase).

However, where we have agreed to replace existing death cover the Life Insured may have which is subject to a suicide exclusion, and the Life Insured's level of cover has not increased under this Policy, the period within which suicide must occur for this exclusion to apply will be one year less the expired period of the suicide exclusion which applies to the Life Insured's existing death cover. Where the relevant period under the suicide exclusion, which applies to the Life Insured's existing death cover, is at least one year and has expired then we waive this exclusion except to the extent it applies to a reinstatement of, or increase in, cover. Where the Life Care benefit under this Policy exceeds the death cover being replaced, this exclusion will apply in its entirety to the amount of the excess. Where the death cover being replaced is not subject to a suicide exclusion, this exclusion will apply in its entirety.

#### 3.1.2 Life Care Loyalty Bonus Benefit

The Life Care Loyalty Bonus Benefit applies when the words 'Life Care' appear under the 'Plan Benefits' section in the Policy Schedule.

If the Life Insured becomes Terminally Ill or dies after the 5th anniversary of the Date Insured From (the 5th anniversary) and as a result a Terminal Illness Benefit or Life Care benefit is payable under this Policy, the applicable Terminal Illness Benefit or Life Care benefit (excluding any increase under the Life Care Severe Hardship Booster Benefit) we pay will be increased by 5%.

If this Policy is reinstated in accordance with condition 5.4, we will, for the purposes of applying this condition, treat the reinstated Policy as a continuation of the original Policy on the following basis:

- the Life Care and Life Care Loyalty Bonus Benefit will only recommence from the date of reinstatement
- for the avoidance of doubt, the period during which the Policy was not in force will be taken into account in determining if and when the 5th anniversary has occurred.

#### 3.1.3 Life Care Severe Hardship Booster Benefit

The Life Care Severe Hardship Booster Benefit applies when the words 'Life Care' appear under the 'Plan Benefits' section in the Policy Schedule.

If the Life Insured becomes Terminally Ill or dies due to Meningococcal Disease, Legionnaires' Disease or Motor Neurone Disease and as a result a Terminal Illness Benefit payment or Life Care benefit is payable under this Policy, the applicable Terminal Illness Benefit payment or Life Care benefit (excluding any increase under the Life Care Loyalty Bonus Benefit) we pay will be increased by the lesser of 100% of that benefit and \$250,000.

We will only ever pay the Life Care Severe Hardship Booster Benefit in respect of either Terminal Illness or death but not both.

#### 3.1.4 Terminal Illness Benefit

The Terminal Illness Benefit applies when the words 'Life Care' appear under the 'Plan Benefits' section in the Policy Schedule.

In the event of the Life Insured becoming Terminally Ill, we will provide a cash advance against the Life Care benefit of 100% of the Life Care benefit (excluding the Life Care Loyalty Bonus Benefit and the Life Care Severe Hardship Booster Benefit). It will not, however, be available after the Life Care benefit ceases.

The sum insured payable under Life Care or TPD Cover will be reduced by the Terminal Illness Benefit payment (including any Life Care Loyalty Bonus Benefit or Life Care Severe Hardship Booster Benefit paid in respect of that Terminal Illness Benefit payment).

#### 3.1.5 Total and Permanent Disability Cover (TPD Cover)

The TPD Cover benefit applies when the words 'Total and Permanent Disability Cover' appear under the 'Plan Benefits' section in the Policy Schedule.

Subject to the conditions of this Policy, we will pay you the TPD Cover benefit if, while the TPD Cover benefit applies, the Life Insured suffers Total and Permanent Disablement.

The TPD Cover benefit ceases to apply:

- on payment of the benefit
- from the Policy Anniversary Date preceding the Life Insured's 65th birthday
- from the Cover Expiry Date, if any
- when this Policy terminates

whichever happens first.



#### *Effect on other benefits*

If a TPD Cover benefit is payable, the Life Care benefit will be reduced by the amount of TPD Cover benefit payable. The Life Care benefit then becomes subject to the Buy Back Benefit described in condition 3.1.8.

#### *Exclusions*

No TPD Cover benefit is payable under this Policy when Total and Permanent Disablement is caused directly or indirectly by any intentional self-inflicted injury or any attempt at suicide.

### **3.1.6 TPD Cover Loyalty Bonus Benefit**

The TPD Cover Loyalty Bonus Benefit applies when the words 'Total and Permanent Disability Cover' appear under the 'Plan Benefits' section in the Policy Schedule.

If, after the 5th anniversary of the Date Insured From (the 5th anniversary), the Life Insured suffers Total and Permanent Disablement and the TPD Cover benefit is payable under this Policy in respect of that disablement, the TPD Cover benefit (excluding any increase under the TPD Cover Severe Hardship Booster Benefit) we pay will be increased by 5%.

If this Policy is reinstated in accordance with condition 5.4, we will, for the purposes of applying this condition, treat the reinstated Policy as a continuation of the original Policy on the following basis:

- the TPD Cover and TPD Cover Loyalty Bonus Benefit will only recommence from the date of reinstatement and no benefit will be payable for anything that happened or first became apparent while the Policy was not in force
- for the avoidance of doubt, the period during which the Policy was not in force will be taken into account in determining whether the 5th anniversary has occurred.

### **3.1.7 TPD Cover Severe Hardship Booster Benefit**

The TPD Cover Severe Hardship Booster Benefit applies when the words 'Total and Permanent Disability Cover' appear under the 'Plan Benefits' section in the Policy Schedule.

If the Life Insured has sustained, as a direct result of Injury:

- the complete and irrecoverable loss of use of both hands or of both feet or of one hand and one foot
- blindness in both eyes or
- the complete and irrecoverable loss of use of one foot or one hand and blindness in one eye

(where 'blindness' means the permanent loss of sight to the extent that:

- visual acuity is 6/60 or less or
- the visual field is reduced to 20 degrees or less of arc

whether aided or unaided, and all as certified by an ophthalmologist.)

and the TPD Cover benefit is payable in respect of that disability, the TPD Cover benefit (excluding any increase under the TPD Cover Loyalty Bonus Benefit) we pay will be increased by the lesser of the following:

- 100% of that benefit
- \$250,000
- the amount by which the Life Insured's Life Care benefit exceeds their TPD Cover benefit at the time the Life Insured is first found to have that disability.

#### *Effect on other benefits*

The amount of the Life Care benefit (including any Life Care Loyalty Bonus Benefit and Life Care Severe Hardship Booster Benefit) is reduced by the amount of any TPD Cover Loyalty Bonus Benefit or TPD Cover Severe Hardship Booster Benefit payable to you.

### **3.1.8 Buy Back Benefit**

If a claim is paid under the TPD Cover benefit, then any Life Care benefit will be reduced by the amount of the benefit paid. The Life Care benefit will revert to the amount at the time of the claim (plus indexed increases) one year from the date following payment of the TPD Cover claim (known as the 'Claim Anniversary Date'). The 'Buy Back Period' begins on the claim payment date and ends on the Claim Anniversary Date.

Indexation will continue to apply during the Buy Back Period based on the Life Care benefit in force on any Policy Anniversary Date which falls during the Buy Back Period. No other increases in the Life Care benefit can be made during the Buy Back Period.

### **3.1.9 Automatic Indexation**

On each Policy Anniversary Date we will increase any Life Care, TPD Cover and Accidental Death Cover. The rate of increase will be the greater of:

- 3%
- any percentage increase in the Consumer Price Index (CPI) (all groups – eight capital cities combined).

To determine the change in the CPI we will compare the index figure published three months before your Policy Anniversary Date with the index figure published in the corresponding period one year earlier. If the CPI is not published, then we will use another index which we consider appropriate.

You may choose not to accept this increase by advising us in writing within one month of the relevant anniversary.

The premium will be increased at the same time as the benefits are indexed based on the increased benefits, the age next birthday of the Life Insured (unless the Level Premium Rate option applies and the Policy Anniversary Date preceding the Life Insured's 65th birthday has not occurred), our then current premium rates for this class of policy and any special additional premium previously advised by us as applying to the Life Insured. Any exclusion, additional premium, or other special condition previously advised by us as applying to the Life Insured will also apply to the increased benefits.

Automatic Indexation will not apply while premiums are waived under the Plan Protection Option.

# Policy conditions

## 3.1.10 Options to convert

### *Option to convert – Life Care*

You may convert any Life Care benefit in force under this Policy without evidence of insurability to any type of life insurance we specify as being available at the date of conversion provided:

- the Life Insured's attained age does not exceed 74 years and
- the sum insured under the new contract does not exceed the Life Care benefit which would have been payable under this Policy had the Life Insured died on the date the right is exercised.

Upon such conversion this Policy will cease.

### *Option to convert – TPD Cover*

This option only applies if you convert the Life Care benefit in force under this Policy.

You may convert any TPD Cover benefit in force under this Policy without evidence of health, but subject to current occupation and income details (satisfactory to us), to any other Total and Permanent Disablement or similar insurance we specify as being available, at the date of conversion provided:

- the Life Insured's attained age does not exceed 59 years and
- the Total and Permanent Disablement or similar benefit under the new contract does not exceed the TPD Cover benefit which would have been payable had the Total and Permanent Disablement of the Life Insured occurred on the date the right is exercised.

### *General conditions for Options to convert*

These options are available provided:

- the new contract is on the Life Insured's life
- we have received, during the term of this Policy, written notice of your intention to convert and the first premium payable under the new contract
- the date of conversion is the first day following the expiration of this Policy
- this Policy is in force and all premiums are paid to the date of conversion and
- before you exercise this option, we receive the Confirmation in the form required by us, if the Life Insured's application to join the Fund in the Protection Category of membership was made electronically via our online application facility.

### *New contracts issued under Options to convert*

The new contract issued under Options to convert will be a policy:

- which may contain benefits similar to the TPD Cover and Plan Protection Option in force under this Policy on the date the right is exercised provided:
  - the benefit is generally available on the new policy or
  - when aggregated with all similar benefits under any other policy or policies issued by us on the Life Insured, the total amount would not exceed the maximum benefit that we accept.

- under which cover will commence on the date of conversion
- which will be issued upon and subject to the same privileges, terms and conditions as similar policies we issue at the date of conversion
- for which there will be a premium payable calculated according to our premium rates and policy fees prevailing for the class of policy at the date of conversion
- under which the policy owner is the Life Insured or a trustee of a superannuation plan holding the policy for the benefit of the Life Insured and
- under which, if we have charged extra premiums and/or imposed special provisions or conditions under this Policy, we may impose on that policy extra premiums and/or special provisions or conditions that we consider to be corresponding in their nature.

## 3.2 Options

### 3.2.1 Plan Protection Option (waiver of premium while disabled)

The Plan Protection Option applies when the words 'Plan Protection Option' appear under the 'Additional Options' section in the Policy Schedule.

Subject to the conditions of this Policy, where the Plan Protection Option applies, in the event the Life Insured suffers Total and Temporary Disability prior to the Cover Expiry Date, if any, we will waive the premiums payable under this Policy (except to the extent they relate to Income Care Super) while Total and Temporary Disability continues beyond three months, but such waiver will only apply while the Life Insured is Totally and Temporarily Disabled and up to the earlier of the Cover Expiry Date, if any, and the Policy Anniversary Date preceding the attainment of age 65 of the Life Insured.

While we are waiving premiums because of the Plan Protection Option, Automatic Indexation will cease to apply. Automatic Indexation will begin again on the Policy Anniversary Date immediately following the cessation of the waiver of premiums under the Plan Protection Option.

#### *Exclusions*

A waiver of premiums under the Plan Protection Option will not apply when Total and Temporary Disability is caused directly or indirectly by:

- any intentional self-inflicted injury or any attempt at suicide or
- an act of war (whether declared or not).

### 3.2.2 Accidental Death Cover Option

The Accidental Death Cover Option applies when the words 'Accidental Death Cover Option' appear under the 'Additional Options' section of the Policy Schedule. Cover under this option only applies while the Life Care benefit applies.

Subject to the conditions of this Policy, where the Life Insured dies as a result of an Accident and the death occurs within 90 days of the Accident but prior to the end of the Accidental Death Cover, we will pay the Accidental Death Cover benefit.

The Accidental Death Cover benefit is payable in addition to any Life Care benefit payable and ends:

- on the death of the Life Insured
- from the Policy Anniversary Date preceding the Life Insured's 80th birthday
- from the Cover Expiry Date, if any, or
- when this Policy terminates

whichever happens first.

For the purposes of this option, 'Accident' means bodily injury caused solely and directly by accidental and visible means, independent of any other cause.

A benefit will not be paid under this option if death is caused directly or indirectly by:

- suicide or any attempt at suicide
- self-inflicted injury or infection
- the taking of drugs other than prescribed by a Medical Practitioner
- the taking of alcohol
- participation in criminal activity or
- an act of war (whether declared or not).

## 4. Income Care Super Cover

Income Care Super Cover applies when the words 'Income Care Super Cover' appear under the 'Plan Benefits' section of the Policy Schedule.

### 4.1 Income Care Super Cover definitions

The definitions which follow only apply to Income Care Super Cover. Other definitions which apply to Income Care Super Cover appear in condition 2.

#### Agreed Value Cover

You have 'Agreed Value Cover' for the purposes of Income Care Super Cover if the Monthly Benefit shown on the Policy Schedule appears as 'Agreed Value'.

#### Annualised Monthly Benefit

The Annualised Monthly Benefit is the amount calculated as follows:

$$\frac{12 \times (A \text{ minus } B)}{C}$$

where:

'A' is the amount shown as the Monthly Benefit in the Policy Schedule, as increased or decreased in accordance with this condition 4.

'B' is the amount by which the Disability Benefit, which would have been payable to you had you not elected to receive the Permanent Disablement Benefit, would have been reduced under condition 4.5.1.

'C' is 1, unless the Permanent Disablement for which the Permanent Disablement Benefit is payable is a Serious Medical Condition, in which case 'C' is 0.75.

#### Approved Rehabilitation Program

A program certified by the Life Insured's Medical Practitioner to be necessary for the Life Insured's rehabilitation which is approved by us but excluding any program providing 'hospital treatment' or 'general treatment' within the meaning of the Private Health Insurance Act 2007 (Cth) or any other program which might cause this Policy to cease to be exempt from any legislation in connection with health insurance, including the Private Health Insurance Act 2007 (Cth).

#### Benefit Period

The Benefit Period is shown in the Policy Schedule and is the longest period over which a Disability Benefit will be paid, for any one continuous period of Disability. A new Benefit Period starts from the end of each Waiting Period.

#### Disability and Disabled

The words Disability and Disabled each mean Total Disability or Partial Disability.

#### Effective Date

The Date Insured From, unless the Policy Schedule shows an Effective Date which is later than the Date Insured From, in which case the Effective Date is that later date.

#### Extended Cover Expiry Date

This is the Policy Anniversary Date immediately before the Life Insured's 70th birthday.

#### Guaranteed Agreed Value Cover

You have 'Guaranteed Agreed Value Cover' for the purposes of Income Care Super Cover if the Monthly Benefit shown on the Policy Schedule appears as 'Guaranteed Agreed Value'.

#### Income Care Super Cover Expiry Date

This is the date, shown on the Policy Schedule, from which your Income Care Super Cover ends.

#### Income Producing Duty

An Income Producing Duty is a duty of the Life Insured's occupation which we consider primarily essential to producing the Life Insured's Monthly Income.

#### Indemnity Cover

You have 'Indemnity Cover' for the purposes of Income Care Super Cover if the Monthly Benefit shown on the Policy Schedule appears as 'Indemnity'.

#### Indexation Factor

The Indexation Factor is the most recent annual percentage change in the Consumer Price Index (CPI) (all groups – eight capital cities combined) published by the Australian Bureau of Statistics.

If no CPI is published, we will determine a figure which we consider most nearly replaces it.

Where the Indexation Factor is applied under condition 4.2.3, it is the last change that occurred three months before the Policy Anniversary Date.

#### Monthly Benefit

##### *Guaranteed Agreed Value*

If you have Guaranteed Agreed Value Cover, the Monthly Benefit is the amount shown in the Policy Schedule as increased or decreased in accordance with this condition 4.

Where benefits are payable for part of a month, the Monthly Benefit is divided by 30 to arrive at a daily benefit.

##### *Agreed Value or Indemnity*

If you have Agreed Value Cover or Indemnity Cover, the Monthly Benefit is the lesser of the following amounts:

- the amount shown in the Policy Schedule as increased or decreased in accordance with this condition 4
- 75% of the Life Insured's Pre-Disability Income but, if you have Agreed Value Cover, this amount will only apply if the Life Insured's average Monthly Income in the twelve months before you applied for your present level of Income Care Super Cover was insufficient for us to have accepted you for that level of cover.

Where benefits are payable for part of a month, the Monthly Benefit is divided by 30 to arrive at a daily benefit.

*Boosted benefit for Serious Medical Condition  
Total Disability*

Despite the above, if:

- we agree to pay a claim for Total Disability under this Policy and
- the Life Insured's Total Disability is such that we are satisfied the Life Insured also meets the definition of Serious Medical Condition,

the Monthly Benefit is, for the purposes of calculating the Total Disability Benefit payable, the following amount:

X times  $(1+1/3)$

where X is the amount of Monthly Benefit determined above under 'Guaranteed Agreed Value' or 'Agreed Value or Indemnity', as applicable.

To avoid doubt, this calculation of the Monthly Benefit only applies for the purpose of calculating the Total Disability Benefit and does not apply for the purpose of calculating the Permanent Disablement Benefit or any other benefit under Income Care Super Cover.

Where benefits are payable for part of a month, the Monthly Benefit is divided by 30 to arrive at a daily benefit.

**Monthly Income**

If the Life Insured is self-employed, a working director or partner in a partnership, the Life Insured's Monthly Income is the monthly income generated by the business or practice directly due to the Life Insured's personal exertion or activities, excluding superannuation contributions, less the Life Insured's monthly share of business expenses.

For the purpose of this definition, business expenses means business expenses which are necessarily and regularly incurred and are reasonably similar in amount and nature to other expenses incurred in the last twelve months. If an expense exceeds another expense incurred in the last twelve months by more than 20%, then it will not be considered reasonably similar in amount to the other expense.

If a business expense incurred in a month relates, or is referable, to a period of two or more months, then we will only treat the proportion of the business expense we consider appropriate as being incurred in that month. If a business expense relates, or is referable, to a twelve month period that expense must be reconciled against the relevant financial returns or statements recording that expense for the twelve month period and, if necessary, an adjustment of benefits paid by us under this policy will be made between you and us to reflect the business expense actually incurred for a month. If there has been an overpayment of benefits by us, you must refund to us the overpayment. If there has been an underpayment of benefits by us, we must pay to you the shortfall.

If the Life Insured is not self-employed, a working director or partner in a partnership, the Life Insured's Monthly Income is the total monthly value of remuneration paid by the Life Insured's employer including salary, fees, commission, bonuses, regular overtime, fringe benefits and superannuation contributions the Life Insured's employer pays for the Life Insured to avoid or reduce

the superannuation charge payable pursuant to the Superannuation Guarantee (Administration) Act 1992 (Cth). All other superannuation contributions are excluded. Where included, bonuses will be averaged over the preceding three years.

**Occupation Group**

The Life Insured's Occupation Group is the group that the Life Insured's occupation falls into according to our standard occupation categories. The Life Insured's Occupation Group at the time you obtained your cover is shown in the Policy Schedule.

**Partial Disability and Partially Disabled**

The words Partial Disability and Partially Disabled each mean that, because of Sickness or Injury, the Life Insured is unable to work in his or her own occupation at full capacity and:

- the Life Insured is not Totally Disabled and the Life Insured is working in his or her own occupation in a reduced capacity, or working in another occupation and
- the Life Insured's Monthly Income is less than his or her Pre-Disability Income and
- the Life Insured is under Regular Medical Care.

If the Life Insured becomes unemployed or goes on leave without pay while a Partial Disability Benefit is payable, then Partial Disability and Partially Disabled mean that, due to Sickness or Injury:

- the Life Insured is not Totally Disabled and is only capable of working in his or her own occupation in a reduced capacity, or working in another occupation and
- the Life Insured's Monthly Income would be less than his or her Pre-Disability Income and
- the Life Insured is under Regular Medical Care.

**Permanent Disablement**

Permanent Disablement means that:

- the Life Insured has suffered a Work Ending Condition (as defined in condition 7)

or

- the Life Insured has suffered a Serious Medical Condition,

or

- the Life Insured has suffered Loss of Limbs or Sight (as defined in condition 7)

or

- the Life Insured has suffered Loss of Independent Existence (as defined in condition 7).

Permanently Disabled has a corresponding meaning.

**Permanent Disablement Benefit**

The Permanent Disablement Benefit is the lesser of the following amounts:

- \$3,000,000
- the amount which is A x the Annualised Monthly Benefit, where 'A' is:
  - 15, if the Life Insured's Relevant Age is less than 40 years
  - 13, if the Life Insured's Relevant Age is 40 years or more but less than 45 years

## Policy conditions

- 11, if the Life Insured's Relevant Age is 45 years or more but less than 50 years
- 9, if the Life Insured's Relevant Age is 50 years or more but less than 56 years
- 65 minus the Life Insured's Relevant Age, if the Life Insured's Relevant Age is more than 55 years.

If the lesser of the above amounts is a nil or negative amount, the Permanent Disablement Benefit is nil.

### Pre-Disability Income

#### *Agreed Value or Guaranteed Agreed Value*

If you have Agreed Value Cover or Guaranteed Agreed Value Cover, the Life Insured's Pre-Disability Income is the larger of the following amounts:

- the Life Insured's highest average Monthly Income in any consecutive twelve month period in the three years immediately before his or her most recent period of Disability
- the average Monthly Income the Life Insured received during the twelve months before you applied for your present level of Income Care Super Cover.

If you continue to receive benefits for more than twelve months, this figure will be increased by the Indexation Factor every twelve months on the anniversary of the date that benefits started.

If there is an indexed increase, the most recent indexed amount will be the minimum Pre-Disability Income for future claims.

#### *Indemnity*

If you have Indemnity Cover, the Life Insured's Pre-Disability Income is the average Monthly Income the Life Insured received during the twelve months immediately before his or her most recent period of Disability. If, however, the Life Insured has been on unpaid employer-approved maternity leave, paternity leave or study leave that commenced at any time in the twelve months immediately before his or her most recent period of Disability, the Life Insured's Pre-Disability Income is the average Monthly Income the Life Insured received during the twelve months immediately before his or her unpaid leave commenced. If, however, the Life Insured returns to work from leave on a reduced income, we will reduce the Life Insured's average Monthly Income by the same proportion by which the Life Insured's income decreased compared to what it was immediately before the Life Insured commenced leave.

If you continue to receive benefits for more than twelve months, this figure will be increased by the Indexation Factor every twelve months on the anniversary of the date that benefits started.

### Regular Medical Care

Regular Medical Care means the person is under the regular treatment, and/or following the advice, of a Medical Practitioner with whom the person has personally consulted, including:

- following all reasonable measures as advised by the person's treating Medical Practitioner to avert or minimise any injury or sickness and
- undergoing review by the treating Medical Practitioner on at least a monthly basis, unless the Medical Practitioner reasonably specifies otherwise.

### Relevant Age

If the Permanent Disablement for which the Permanent Disablement Benefit is claimed is Serious Medical Condition, Loss of Limbs or Sight or Loss of Independent Existence, the Relevant Age is the age in years the Life Insured will reach on his or her next birthday after the Permanent Disablement Benefit Payment Date.

If the Permanent Disablement for which the Permanent Disablement Benefit is claimed is a Work Ending Condition, the Relevant Age is the age in years the Life Insured will reach on his or her next birthday after the later of the following dates:

- the Permanent Disablement Benefit Payment Date
- the date which is X months after the first day of the period of three consecutive months which the Life Insured satisfied in order to meet the definition of Work Ending Condition.

For the purpose of this definition:

- X is the number of months in the waiting period as set out in the Policy Schedule
- the Permanent Disablement Benefit Payment Date is the date the Permanent Disablement Benefit first becomes payable in respect of the Life Insured, not being a date earlier than the date on which we are satisfied that the Life Insured is Permanently Disabled and that you have made the election under condition 4.2.10.

### Serious Medical Condition

Serious Medical Condition means the Life Insured:

- has been absent from active employment as a result of a Day One Condition and
- continues to be incapacitated to such an extent that the Life Insured will be unlikely to ever again engage in the full-time gainful occupation he or she was engaged in immediately prior to Disability or Permanent Disablement, as applicable and
- is under the regular treatment, and following the advice, of a Medical Practitioner.

If the Life Insured has been engaged in full-time domestic duties or child rearing at the time of the Sickness or Injury that causes their Disability or Permanent Disablement, as applicable, then Serious Medical Condition means the Life Insured:

- has been unable to perform domestic duties or child rearing, and has been confined to the home, due to a Day One Condition and
- continues to be so incapacitated to the extent that they are unable to engage in (whether or not for reward) any occupation for which they are reasonably suited by education, training or experience and is likely to be so disabled for life and
- is under the regular treatment, and following the advice, of a Medical Practitioner.

### Total Disability and Totally Disabled

The words Total Disability and Totally Disabled each mean that, because of Sickness or Injury, the Life Insured is:

- unable to perform an Income Producing Duty of his or her occupation and

- under Regular Medical Care and
- not working.

If:

- the Life Insured's Occupation Group appears as 'H', 'X' or 'Y' on the Policy Schedule and
- the Benefit Period which applies is greater than two years and
- the Life Insured has been Totally Disabled for two years,

the definition of Total Disability and Totally Disabled will change to mean that, due to Sickness or Injury, the Life Insured is:

- unable to perform any occupation for which the Life Insured is reasonably suited by education, training or experience and
- under Regular Medical Care and
- not working.

If:

- the Life Insured's Occupation Group appears as 'A' on the Policy Schedule and
- the Life Insured is an eligible commercial airline pilot or flight engineer within that Occupation Group and
- the Life Insured is aged 55 or more

then Total Disability and Totally Disabled mean that because of Sickness or Injury the Life Insured is:

- unable to perform any occupation for which he or she is reasonably suited by education, training or experience and
- under Regular Medical Care and
- not working.

If the Life Insured has been unemployed or on maternity, paternity or long service leave for twelve months or more immediately preceding a claim, then Total Disability and Totally Disabled mean that, because of Sickness or Injury, the Life Insured is:

- unable to perform any occupation for which he or she is reasonably suited by education, training or experience and
- under Regular Medical Care and
- not working.

If the Life Insured is on sabbatical leave, this will not be considered as unemployment.

### Waiting Period

This is the period set out in the Policy Schedule for which the Life Insured has to be Totally Disabled or Partially Disabled from the same Sickness or Injury before you can qualify for a Disability Benefit, subject to the following:

- The Life Insured must be Totally Disabled for at least 14 out of the first 19 consecutive days of the Waiting Period for you to qualify for a Total Disability Benefit or a Partial Disability Benefit.
- If the Waiting Period is one month or less, the Life Insured can return to work at full capacity but if the Life Insured does so the Waiting Period will be extended by the number of days worked. However, if the Life Insured returns to work at full capacity for more than five consecutive days, the Waiting Period will start again.

- If the Waiting Period is more than one month, the Life Insured can return to work at full capacity but if the Life Insured does so the Waiting Period will be extended by the number of days worked. However, if the Life Insured returns to work at full capacity for more than ten consecutive days, the Waiting Period will start again.

- We will, at your request, waive the Waiting Period in respect of a claim for a Disability benefit if the Waiting Period is 3 months or less and the Sickness or Injury which causes the Life Insured's Disability is Loss of Limbs or Sight, Loss of Independent Existence or a Serious Medical Condition. However, we will only waive the Waiting Period under this condition once.

The Waiting Period begins on the date:

- that the Life Insured first consults a Medical Practitioner about the condition that is causing the Total Disability or
- when the Life Insured first ceases work due to the condition that is causing the Total Disability, as long as it is not more than seven days before the Life Insured first consulted a Medical Practitioner about that condition and you provide reasonable medical evidence about when the Total Disability began.

However, if the Sickness or Injury from which the Life Insured suffers is directly or indirectly related to pregnancy, childbirth or miscarriage (including post-natal depression), the Waiting Period will not begin any earlier than the last day of the Qualifying Period. For this purpose, the Qualifying Period is a three month period for which the Life Insured has been continuously Totally Disabled or Partially Disabled from the relevant Sickness or Injury. If the Life Insured is not Totally Disabled or Partially Disabled from the relevant Sickness or Injury for the Qualifying Period, the Waiting Period will not begin and you will not be entitled to a benefit under this Policy for the Sickness or Injury.

## 4.2 Benefits

### 4.2.1 Total Disability Benefit

If the Life Insured is Totally Disabled, we will pay you the Total Disability Benefit which is the Monthly Benefit.

*When does the benefit start?*

We will only start paying the Total Disability Benefit if Total Disability as a result of the same Sickness or Injury continues after the Waiting Period. The Total Disability Benefit starts to accrue from the first day after the Waiting Period has ended.

*How long will we pay the benefit?*

The Total Disability Benefit will end when the first of the following events occurs:

- the Life Insured is no longer Totally Disabled
- the end of the Benefit Period
- the Life Insured suffers Permanent Disablement and a Permanent Disablement Benefit becomes payable
- the termination of this Policy
- the Income Care Super Cover Expiry Date is reached
- the Cover Expiry Date, if any, is reached
- the Life Insured's death or

## Policy conditions

- if Life Care applies under this Policy, the date the Life Care benefit ceases for any reason.

### *When will we pay the benefit?*

We will pay the Total Disability Benefit in the month immediately following the month during which you became entitled to it, i.e. monthly in arrears.

### **4.2.2 Partial Disability Benefit**

If the Life Insured is Partially Disabled, we will pay you the Partial Disability Benefit as determined below.

### *When does the benefit start?*

We will only start paying the Partial Disability Benefit if the Life Insured is Partially Disabled as a result of the same Sickness or Injury beyond the Waiting Period. The Partial Disability Benefit starts to accrue from the first day after the Waiting Period has ended.

### *How long will we pay the benefit?*

The Partial Disability Benefit will end when the first of the following events occurs:

- the Life Insured is no longer Partially Disabled
- the end of the Benefit Period
- the Life Insured suffers Permanent Disablement and a Permanent Disablement Benefit becomes payable
- the termination of this Policy
- the Income Care Super Cover Expiry Date is reached
- the Cover Expiry Date, if any, is reached
- the Life Insured's death
- if Life Care applies under this Policy, the date the Life Care benefit ceases for any reason or
- where the Life Insured's Occupation Group is 'A', 'H', 'X' or 'Y', the date two years after the date the Partial Disability Benefit commenced.

A Partial Disability Benefit will not be paid in respect of any period of Partial Disability after the Income Care Super Cover Expiry Date.

### *When will we pay the benefit?*

We will pay the Partial Disability Benefit in the month immediately following the month during which you became entitled to it, i.e. monthly in arrears.

### *What benefit will be paid?*

The Partial Disability Benefit we pay will be a proportion of the Monthly Benefit arrived at according to the following formula:

$$\frac{(A - B) \times (\text{Monthly Benefit})}{A}$$

where 'A' is the Life Insured's Pre-Disability Income, and 'B' is the Life Insured's Monthly Income for the month for which Partial Disability is claimed.

If the Life Insured becomes unemployed or goes on leave without pay while a Partial Disability Benefit is payable, the maximum Partial Disability Benefit we will pay is 75% of the Monthly Benefit.

If:

- the Life Insured has been Totally Disabled for at least the Waiting Period and then returns to work on a partial basis and
- as a result of the Life Insured's Disability, the Life Insured's Monthly Income is 20% or less of his or her Pre-Disability Income or the Life Insured is working for ten hours or less per week

we will pay the Total Disability Benefit instead of the Partial Disability Benefit you are entitled to for up to six months while we are satisfied that the Life Insured remains Partially Disabled and, as a result of the Disability, earns a Monthly Income which is 20% or less of the Life Insured's Pre-Disability Income or works for ten hours or less per week.

If, due to the same or a related Sickness or Injury, the Life Insured becomes Totally Disabled while the Partial Disability Benefit is payable, the Partial Disability Benefit ceases and the Total Disability Benefit starts to accrue.

### **4.2.3 Indexation**

On each Policy Anniversary Date, we will increase the Monthly Benefit by the greater of the Indexation Factor and 3%, unless you request us not to in writing.

An indexed increase under this condition will not become effective while you are receiving benefits. Indexation increases will only become effective once benefit payments have ceased. However, if you have the Increasing Claim Option under Income Care Super, the Monthly Benefit may be increased in accordance with condition 4.3.1.

Your premium will be increased to take into account the increase in the Monthly Benefit.

### **4.2.4 Recurrent Disability Benefit**

If the Life Insured has returned to work on a full-time basis after receiving a Total Disability Benefit or Partial Disability Benefit, but suffers a recurrence of the same or a related Sickness or Injury and it results in Disability within twelve months from the date you were last on claim but before the Income Care Super Cover Expiry Date, we will waive the Waiting Period and treat the Disability as a continuation of the original claim. However, for this benefit to apply where your Benefit Period is two or five years, the Disability must result within six months from the date you were last on claim but before the Income Care Super Cover Expiry Date.

### **4.2.5 Elective Surgery**

You will not lose your entitlement to claim that the Life Insured is Disabled because the Life Insured's Disability results from agreeing to voluntarily undergo medical treatment such as:

- cosmetic or other elective surgery or
- undergoing surgery to transplant the Life Insured's body organs to the body of another person

unless the Life Insured has the treatment or surgery within six months of the Income Care Super Cover commencing or recommencing, in which case we will not pay a claim for the resulting Disability.

### **4.2.6 Reward Cover Benefit**

On the third anniversary of the Effective Date (the third anniversary), we will provide you at no charge with Accidental Death Cover (Accident Cover) of \$50,000. We will then increase



the Accident Cover by \$10,000 on each anniversary of the Effective Date following the third anniversary until your Accident Cover reaches \$100,000 in total. Accident Cover is provided on the terms and conditions set out in this condition. The Accident Cover commences on the third anniversary and ends on the date your Income Care Super Cover ceases in accordance with condition 4.5.5.

We will pay a benefit under Accident Cover if the Life Insured dies as a result of an Accident and the death occurs within 90 days of the Accident but prior to the date your Income Care Super Cover ceases in accordance with condition 4.5.5. The benefit we pay is the amount of the Accident Cover which applies as at the date of the Life Insured's death. If, however, at the date of the Life Insured's death the Life Insured has a Total Care Plan policy (or a future version of that policy) in place with us, either alone or jointly, we will increase the benefit we pay under Accident Cover by 100%.

For the purposes of this Accident Cover, 'Accident' means bodily injury caused solely and directly by accidental and visible means, independent of any other cause.

A benefit will not be paid under this Accident Cover if death is caused directly or indirectly by:

- suicide or any attempt at suicide
- self-inflicted injury or infection
- the taking of drugs other than prescribed by a Medical Practitioner
- the taking of alcohol
- participation in criminal activity or
- an act of war (whether declared or not).

If this Policy is reinstated in accordance with condition 5.4, we will, for the purposes of applying this condition, treat the reinstated Policy as a continuation of the original Policy on the following basis:

- if it has already commenced, Accident Cover will only recommence from the date of reinstatement and no benefit will be payable under the Accident Cover for death which occurs while the Policy was not in force or for death which results from an Accident that occurred while the Policy was not in force
- for the avoidance of doubt, the period during which your Policy was not in force will be taken into account in determining whether an anniversary has occurred and the amount of your Accident Cover.

#### **4.2.7 Extended Cover**

If:

- the Life Insured's Occupation Group is 'C', 'G', 'P', 'J', 'K' or 'S'
- the Income Care Super Cover Expiry Date shown on the Policy Schedule is the Policy Anniversary Date immediately before the Life Insured's 65th birthday
- no benefit is payable under Income Care Super Cover for the month immediately before the Income Care Super Cover Expiry Date and
- you have Income Care Super Cover on the day before the Income Care Super Cover Expiry Date

we will, on the terms and conditions of this condition 4, provide you with cover for Total Disability from the Income Care Super Cover Expiry Date until the Extended Cover Expiry Date.

This extended cover will only apply on the following basis:

- if the Waiting Period set out in the Policy Schedule is less than one month, the Waiting Period which applies for the purpose of the extended cover is not the period set out as such in the Policy Schedule but is instead the period of one month
- the Benefit Period which applies for the purpose of the extended cover is not the period shown as such in the Policy Schedule but is instead the period of one year
- during the period of your extended cover you have 'Indemnity Cover' for the purpose of Income Care Super Cover (even if the Monthly Benefit shown on the Policy Schedule appears as 'Agreed Value' or 'Guaranteed Agreed Value')
- in determining the Total Disability Benefit we will pay on account of the extended cover, the Monthly Benefit will not be taken to be more than \$30,000
- the only benefits we will pay on account of the extended cover is the Total Disability Benefit under condition 4.2.1, the Reward Cover Benefit under condition 4.2.6 and the Death Benefit under condition 4.2.12; no other benefit is payable on account of that cover
- the Premium Rate Option which applies for the purpose of the extended cover is the Stepped Premium Rate Option even if the word 'Level' appears as the 'Premium Type' in the Policy Schedule
- a Total Disability Benefit payable on account of the extended cover will only be paid until the first of the following events occurs:
  - the Life Insured is no longer Totally Disabled
  - the end of the one year Benefit Period
  - the Extended Cover Expiry Date is reached
  - the termination of this Policy
  - the end of your Income Care Super Cover
  - the Life Insured's death
  - the Cover Expiry Date, if any, is reached
  - if Life Care applies under this Policy, the date the Life Care benefit ceases for any reason
- if the Life Insured has returned to work on a full-time basis after receiving a Total Disability Benefit on account of the extended cover, but suffers a recurrence of the same or a related Sickness or Injury and it results in Total Disability within six months from the date you were last on claim but before the Extended Cover Expiry Date, we will waive the Waiting Period and treat the Total Disability as a continuation of the original claim
- if selected, the Premium Saver Option will not apply to limit the number of Monthly Benefit payments we will make on account of a claim for the Total Disability Benefit under extended cover. However, from the Income Care Super Cover Expiry Date, the premium payable under this Policy will no longer be reduced on account of your selection of the Premium Saver Option.

## 4.2.8 Guaranteed Insurability

Once in any three year period after the Effective Date but not after the Life Insured's 55th birthday, an application can be made to us, without further evidence of health, to increase the relevant Monthly Benefit amount in line with an increase in the Life Insured's Monthly Income.

For the purpose of this condition 4.2.8, the Monthly Benefit amount is the amount shown in the Policy Schedule as the Monthly Benefit as increased in accordance with condition 4.2.3.

This benefit is subject to the following conditions:

- the application for an increase in cover pursuant to this condition 4.2.8 must be accompanied by all requested financial information relating to the Life Insured's Monthly Income (including, but not limited to, a statement of the Life Insured's income over the preceding two years)
- the relevant Monthly Benefit amount can only be increased under this condition 4.2.8 by up to 10%
- no benefit will be payable under Income Care Super Cover on account of an increase in cover under this condition 4.2.8 if, at the time the increase is applied for, a benefit is payable under Income Care Super Cover or circumstances exist which, if the subject of a claim, would give rise to the payment of a benefit under Income Care Super Cover
- the application for an increase in cover under this condition 4.2.8 must be made to us before the Life Insured's 55th birthday and within 30 days before the Policy Anniversary Date which immediately follows the date on which the Life Insured's Monthly Income is to be increased and, if the application is accepted, the increase will take effect from the next Premium Due Date
- your premium will (whether or not the Level Premium Rate Option applies) be increased to take into account any increase in your cover according to the premiums current, and with regard to the Life Insured's age, at the time of the increase in cover
- this benefit does not apply if the Life Insured's Occupation Group is 'X' or 'Y'.

## 4.2.9 Reduction of Waiting Period

You can, without the requirement to supply further medical evidence, apply to us to reduce your Waiting Period from two years to three months, six months or one year if all of the following requirements are satisfied:

- as at the Effective Date:
  - the Waiting Period set out in the Policy Schedule is two years and the Benefit Period is to Income Care Super Cover Expiry Date and
  - the Life Insured was insured under a group income protection policy and
  - the Life Insured's insurance under the group income protection policy provided for a benefit payment period of two years and
- when you applied for Income Care Super Cover:
  - you notified us in writing of the Life Insured's insurance under the group income protection policy, including the

two year benefit payment period which applied to the Life Insured under that policy and

- benefits were not payable for the Life Insured under the group income protection policy and
- the Life Insured's insurance under the group income protection policy subsequently ceases
- your application to reduce your Waiting Period is made in writing within 30 days of the Life Insured's insurance ceasing under the group income protection policy
- at the time of your application to reduce your Waiting Period, the group income protection policy is in force and the Life Insured is ineligible to exercise any continuation or similar option under that policy and the Life Insured has not exercised any such option and
- no benefits are payable under Income Care Super Cover when you make your application to reduce your Waiting Period. If your application to reduce your Waiting Period is accepted by us, the change in your Waiting Period will be effective from the Premium Due Date immediately following our acceptance of your application.

For the purpose of this condition 4.2.9, a group income protection policy means either:

- a group income protection policy held by a trustee of a superannuation fund of which the Life Insured was a standard employer-sponsored member in terms of the Superannuation Industry (Supervision) Act or
- a group income protection held by an employer under which the Life Insured and others were insured in their capacity as employees of the employer.

## 4.2.10 Permanent Disablement Benefit

The Permanent Disablement Benefit can only apply if the Benefit Period ends on the Policy Anniversary Date preceding the Life Insured's 65th birthday.

Subject to the conditions of this condition 4, if:

- the Life Insured suffers Permanent Disablement before the Income Care Super Cover ends and
- at the time of the Life Insured's Permanent Disablement, the Life Insured satisfies a condition of release with no cashing restriction in terms of the preservation rules which apply to regulated superannuation funds under superannuation legislation
- the Life Insured is not, in our opinion, suffering from a sickness or injury which will, within twelve months, lead to his or her death and
- if the Premium Saver Option applies, the Permanent Disablement from which the Life Insured suffers is not directly or indirectly caused by, or related to, Mental Illness as defined under condition 4.3.3

you may elect to receive the Permanent Disablement Benefit in lieu of receiving the benefits, if any, which would have been payable under Income Care Super Cover on account of the Sickness or Injury which resulted in the Life Insured's Permanent Disablement or any other Sickness or Injury the Life Insured suffers.

If you make this election we will, subject to the conditions of this condition 4, pay you the Permanent Disablement Benefit.

Once the Permanent Disablement Benefit becomes payable, we will have no obligation whatsoever to pay any other benefits on account of Income Care Super Cover, whether in respect of:

- the Sickness or Injury which resulted in the Life Insured's Permanent Disablement or
- any other Sickness or Injury the Life Insured suffers.

#### **4.2.11 Option to Convert**

You may convert any Income Care Super Cover in force under this Policy without evidence of health, but subject to current occupation and income details (satisfactory to us), to any other income protection or similar insurance we specify as being available at the date of conversion, provided:

- the Life Insured's attained age does not exceed 59 years and
- the income protection or similar benefit under the new contract does not exceed the benefit which would have been payable under Income Care Super Cover had the disability of the Life Insured occurred on the date the right is exercised.

Upon such conversion the Income Care Super Cover under this Policy ceases.

#### *General conditions for Option to Convert*

This option is available provided:

- the new contract is on the Life Insured's life
- we have received, while the Income Care Super Cover is in force, written notice of your intention to convert and the first premium payable under the new contract
- the date of conversion is the first day following the expiration of Income Care Super Cover
- this Policy, including Income Care Super Cover, is in force and all premiums are paid to the date of conversion
- no benefit is, or is about to be, payable under Income Care Super and
- before you exercise this option, we receive the Confirmation in the form required by us, if the Life Insured's application to join the Fund in the Protection Category of membership was made electronically via our online application facility.

#### *New contract issued under Option to Convert*

The new contract issued under this option to convert will be a policy:

- under which cover will commence on the date of conversion
- which will be issued upon and subject to the same privileges, terms and conditions as similar policies we issue at the date of conversion
- for which there will be a premium payable calculated according to our premium rates and policy fees prevailing for the class of policy at the date of conversion
- under which the policy owner is the Life Insured or a trustee of a superannuation plan holding the policy for the benefit of the Life Insured and

- under which, if we have charged extra premiums and/or imposed special provisions or conditions under this Policy, we may impose on that policy extra premiums and/or special provisions or conditions that we consider to be corresponding in their nature.

#### **4.2.12 Death Benefit**

If the Life Insured dies before the Income Care Super Cover Expiry Date or, if extended cover applies under condition 4.2.7, the Extended Cover Expiry Date we will pay a Death Benefit of \$10,000.

### **4.3 Options**

#### **4.3.1 Increasing Claim Option**

The Increasing Claim Option applies when the words 'Increasing Claim Option' appear under the 'Additional Options' section of the Policy Schedule.

If you have continued to receive a Total Disability Benefit or Partial Disability Benefit for more than twelve months, we will increase the Monthly Benefit by the Indexation Factor on each anniversary of the date when benefits first started to accrue. This option does not apply to increase the Monthly Benefit in the event you are receiving a Total Disability Benefit on account of extended cover provided under condition 4.2.7.

#### **4.3.2 Accident Option**

The Accident Option applies when the words 'Accident Option' appear under the 'Additional Options' section of the Policy Schedule.

If a 14 day or one month Waiting Period appears in the Policy Schedule or a one month Waiting Period applies on account of extended cover provided under condition 4.2.7, and the Life Insured is Totally Disabled due to an Injury for three consecutive days during the Waiting Period, the Accident Option will pay 1/30th of the Monthly Benefit for each day that the Life Insured is Totally Disabled during the Waiting Period. This benefit is paid for the lesser of the Waiting Period and the period of Total Disability.

#### **4.3.3 Premium Saver Option**

The Premium Saver Option applies when the words 'Premium Saver Option' appear under the 'Additional Options' section of the Policy Schedule.

This option is not available if you have selected Essential Cover or if your Benefit Period is two or five years. However, once the option is selected, it cannot be cancelled and your premiums for Income Care Super Cover will be reduced as a result of having selected the option.

If the Premium Saver Option applies, your Income Care Super Cover will, despite any other provision to the contrary, be subject to the following limitation:

- if you make a claim for a Disability benefit under Income Care Super Cover due to a Sickness which is Mental Illness and the claim is accepted, we will only ever make up to 24 Monthly Benefit payments in total in respect of that Sickness whether or not those payments relate to the Total or Partial Disability Benefit (or both) or to one or more periods of disability or to one or more claims and once 24 such payments are made, no further Disability benefits will be payable in respect of that Sickness or any other Mental Illness which is directly or indirectly caused by, or related to, that Sickness.

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For the purposes of this option, 'Mental Illness':

- means any disorder classified in Axis I of the Diagnostic and Statistical Manual of Mental Disorders, Volume IV, published by the American Psychiatric Association (APA) or such successor or replacement publication (or, if none, such comparable publication selected by us) current at the time the Disability or condition, to which the relevant claim relates, first became apparent and
- includes, but is not limited to, mood and anxiety disorders, depressive illness, eating disorders and disorders related to substance abuse or dependency but
- despite the above, excludes Alzheimer's Disease and Dementia, as well as any Illness or disorders caused by head injuries (except where the Dementia or head injury is related to any substance abuse or dependency).

#### 4.3.4 Essential Cover

Essential Cover applies when the words 'Essential Cover' appear under the 'Plan Benefits' section of the Policy Schedule. Once Essential Cover is selected, it cannot be cancelled and your premiums for Income Care Super Cover will be reduced as a result of having selected Essential Cover.

If Essential Cover applies, despite any other provision to the contrary, we will not pay a benefit under Income Care Super Cover (including a Permanent Disablement Benefit but excluding a Death Benefit) unless it became payable as a result of an 'Injury' as defined below:

'An Injury is a bodily injury occurring while Income Care Super Cover is in force and which is caused solely and directly by violent, accidental, external and visible means, independent of any other cause.

The following are excluded:

- self-inflicted injury
- a dental injury caused by chewing, biting or malocclusion
- an injury which is caused directly or indirectly by attempt at suicide, self-inflicted infection, participation in criminal activity, an act of war (whether declared or not), the taking of alcohol or the taking of drugs other than prescribed by a Medical Practitioner
- an injury in connection with a condition which first occurred, or first became apparent, before Income Care Super Cover or an increase in the cover came into effect (for this purpose, a condition includes, but is not limited to, a disease, infection, hernia or cerebral vascular accident)'.

Under Essential Cover, Income Care Super Cover will then apply as if:

- the definition of 'Injury' in condition 2 is replaced with the definition set out above in this condition 4.3.4
- all references to the defined term 'Sickness' are deleted
- the words 'because of Sickness or Injury' where they appear in each of the definitions of 'Partial Disability and Partially Disabled' and 'Total Disability and Totally Disabled' are replaced by the words 'because of an Injury that first occurred in the last 60 days'

- all references to the defined terms 'Cardiomyopathy', 'Primary Pulmonary Hypertension', 'Motor Neurone Disease', 'Multiple Sclerosis', 'Muscular Dystrophy', 'Dementia and Alzheimer's Disease', 'Parkinson's Disease', 'Chronic Lung Disease' and 'Severe Rheumatoid Arthritis' in the Policy are deleted
- the words 'and the requirement for the Injury to have first occurred in the last 60 days' appear immediately after the words 'Waiting Period' in condition 4.2.4 and the second last bullet point of condition 4.2.7.

#### 4.4 Waiver of Income Care Super Cover Premiums

##### 4.4.1 Disability Waiver of Premium

You do not have to pay any premiums for Income Care Super Cover while a Disability Benefit is payable.

If you have a Waiting Period of 14 days, one month, two months or three months and we agree to pay you a Disability Benefit, any Income Care Super Cover premiums which fall due and you pay during the Waiting Period will be refunded.

##### 4.4.2 Unemployment Waiver of Premium

If the Life Insured is less than 65 years of age and he or she becomes involuntarily unemployed after Income Care Super Cover has been in force for six continuous months, we will, on request, waive the premiums payable for your Income Care Super Cover for a period up to three months.

For the purpose of this condition, involuntarily unemployed means loss of permanent full-time employment as a result of being terminated or made redundant by the Life Insured's employer for reasons other than disability or misconduct, where such loss of employment is not of a voluntary nature. During the Life Insured's loss of employment he or she must be actively seeking employment and be either in receipt of unemployment benefits from the Australian Government or, if the Life Insured is ineligible to receive such benefits, registered as unemployed with a recognised employment agency. If, for the purpose of this requirement, the Life Insured is ineligible to receive unemployment benefits and the Life Insured intends to register as unemployed with a recognised employment agency, the Life Insured must do so within 30 days of first becoming unemployed.

The Life Insured will not be regarded as involuntarily unemployed if the Life Insured's unemployment was immediately preceded by a period of self-employment.

For a waiver of premium to apply, we must, within 30 days of the Life Insured first becoming involuntarily unemployed and before the Life Insured reaches 65 years of age, be notified in writing of the request for the waiver of premium provided for by this condition. It is a requirement that the premiums we are requested to waive are payable for Income Care Super Cover while the Life Insured is involuntarily unemployed and have not already been paid. If the Life Insured ceases to be involuntarily unemployed, premiums will cease to be waived under this condition.

A request for a waiver of premium under this condition must be accompanied by all requested information relating to the Life Insured's involuntary unemployment (including, but not limited to, statements from the Life Insured's former employer and, if applicable, the employment agency with which the Life Insured is registered).

We will waive premiums under this condition for separate periods of involuntary unemployment but we will only waive premiums for a period of three months in total, whether the Life Insured's period of involuntary unemployment is continuous or not.

#### 4.4.3 Maternity Leave Waiver of Premium

If the Life Insured goes on Maternity Leave after Income Care Super Cover has been in force for six continuous months, we will, on request, waive the premiums payable for your Income Care Super Cover for a period up to three months.

For a waiver of premium to apply, we must, at least 30 days before the date Maternity Leave commences and before the Life Insured reaches 65 years of age, be notified in writing of the request for the waiver of premium provided for by this condition. It is a requirement that the premiums we are requested to waive are payable for Income Care Super Cover while the Life Insured is on Maternity Leave and have not already been paid. If the Life Insured ceases to be on Maternity Leave, premiums will cease to be waived under this condition.

A request for a waiver of premium under this condition must be accompanied by all requested information relating to the Life Insured's Maternity Leave (including, but not limited to, statements from the Life Insured's employer or statements of the Life Insured's Self-employment and statements from the Life Insured's Medical Practitioner).

We will waive premiums under this condition for separate periods of Maternity Leave but we will only waive premiums for a period of three months in total, whether the Life Insured's period of Maternity Leave is continuous or not.

For the purpose of this condition:

Maternity Leave means:

- the Life Insured is employed by an employer and
- the Life Insured takes temporary leave from employment for the care of a new born or new adopted child for a predetermined period and
- the leave is approved by the Life Insured's employer as being 'maternity leave' and
- the leave is taken by the Life Insured while still employed by the same employer that approved the Life Insured's maternity leave

or

- the Life Insured is Self-employed and
- the Life Insured takes temporary leave from Self-employment for the care of a new born or new adopted child and had the Life Insured been employed by an employer they would have been considered by us to be on 'maternity leave' and
- the Life Insured has been Self-employed for a continuous period of six months prior to the period of commencement of the maternity leave.

Self-employed or Self-employment means:

- the Life Insured is working in a business or an enterprise for at least 20 hours per week and

- the Life Insured has the power or control over the business or enterprise because the Life Insured owns it or the Life Insured is a shareholder in the company that owns it or is a partner in the partnership that owns it and
- the Life Insured is working for payment or reward and is not an employee.

#### 4.5 Limitations, exclusions and other conditions

##### 4.5.1 Benefit offsets

The Total Disability Benefit or Partial Disability Benefit which we must pay will be reduced by any other payment that the Life Insured receives which exceeds 10% of the Life Insured's Pre-Disability Income:

- as a result of a workers' compensation or motor accident claim, or any claim made under any similar State or Federal legislation
- from any other insurance that provides income payments due to sickness or injury, unless we have expressly agreed not to apply a reduction in this case or
- if the Life Insured's Occupation Group appears as 'A' on the Policy Schedule, as a result of a temporary loss of a licence granted under the Civil Aviation Act 1988 or any comparable legislation unless we have agreed not to apply a reduction in this case.

Any payment which is in the form of a lump sum or is exchanged for a lump sum has a monthly equivalent of 1/60th of the lump sum over a period of 60 months.

The reduction in the amount of a Total Disability Benefit or Partial Disability Benefit will only be made to the extent that:

- a Total Disability Benefit, when combined with any other payment, exceeds the greater of either the Monthly Benefit or 75% of the Life Insured's Pre-Disability Income
- a Partial Disability Benefit, when combined with the Life Insured's Monthly Income and any other payment, exceeds 100% of the Life Insured's Pre-Disability Income.

A reduction will not be made to the amount of a Total Disability Benefit or Partial Disability Benefit if the other payment received is:

- a lump sum or part of a lump sum paid as compensation for pain and suffering, or the loss of use of a part of the body
- a lump sum total and permanent disablement benefit
- a lump sum trauma benefit paid under an insurance policy
- a sick leave payment
- a long service leave payment
- an annual leave payment.

If your Total Disability Benefit or Partial Disability Benefit is reduced because of this condition, a part of the premium you paid us in the last twelve months will be refunded and made in proportion to the reduction of the benefit.

##### 4.5.2 Pre-existing conditions

We are not liable to pay a benefit under Income Care Super Cover (including a Permanent Disablement Benefit) or an approved increase in the Monthly Benefit in connection with a condition which first occurred, or a condition the circumstances leading to which first became apparent, before the Income Care Super Cover or an increase in cover came into effect unless:

## Policy conditions

- the Life Insured was unaware and could not reasonably have been aware of the condition or circumstances before the cover or increase in cover came into effect
- you disclosed the condition or circumstances to us before the cover or increase came into effect and we have not excluded cover for the condition or any condition resulting from the circumstances or
- the relevant benefit under Income Care Super Cover was issued by us on the exercise of a continuation option under an eligible policy, where eligible policy means a policy issued by us under which the Life Insured was, immediately before the exercise of the continuation option:
  - insured for the same benefit in an amount equal to, or greater than, the amount you are insured for under Income Care Super
  - insured for a benefit payment period equal to, or greater than, the Benefit Period which applies to the benefit under Income Care Super Cover and
  - insured for the condition to which this condition 4.5.2 would apply but for this exception to condition 4.5.2.

### 4.5.3 Exclusions

We will not pay a benefit under Income Care Super Cover (including a Permanent Disablement Benefit) which arises in connection with:

- war or act of war (whether declared or not) or
- any intentional self-inflicted injury or any attempt at suicide.

It is against the law for us to make certain payments because of legislation in connection with health insurance, including the Private Health Insurance Act 2007 (Cth). We will not make a payment under Income Care Super Cover if the payment would cause us to infringe this legislation.

### 4.5.4 Benefit limitation

If the Life Insured's Occupation Group appears as 'A' on the Policy Schedule, the benefits we pay in total for the Life Insured under Income Care Super Cover will not exceed \$2,000,000.

### 4.5.5 Term of your cover

Your Income Care Super Cover commences from the Effective Date and will continue until the first of:

- the Effective Expiry Date
- the date we receive a written request from you to cancel your cover
- the Life Insured suffers Permanent Disablement and a Permanent Disablement Benefit becomes payable
- the termination of this Policy
- the Life Insured ceases to participate in the Protection Category of membership in the Fund
- the Life Insured's permanent retirement from the workforce, except when this is a direct result of a Sickness or Injury
- the Cover Expiry Date, if any
- if Life Care applies under this Policy, the date the Life Care benefit ceases for any reason or
- the Life Insured's death.

If your Income Care Super Cover is extended under condition 4.2.7, then the above reference to the 'Income Care Super Cover Expiry Date', in the first bullet point above, shall be read as a reference to the 'Extended Cover Expiry Date'.

## 5. Premiums

### 5.1 Policy premiums

#### *Premium rate options*

One of two premium rate options will apply under this Policy, namely:

- the Level Premium Rate option or
- the Stepped Premium Rate option.

The premium rate option which applies will, subject to the terms of the option, apply for the duration of the Policy.

#### *Level Premium Rate option*

If the Level Premium Rate option applies, the word 'Level' appears as the 'Premium Type' in the Policy Schedule and, up until the Policy Anniversary Date preceding the Life Insured's 65th birthday, the premium payable under this Policy will not increase as the Life Insured gets older but instead will be calculated with reference to the age next birthday of the Life Insured as at the Date Insured From.

The increased premium payable with respect to an indexed increase in benefit amounts under this Policy will also be calculated with reference to that age.

If, however, the Level Premium Rate option applies and subsequently:

- we agree to an increase in benefit amounts under this Policy
- we agree to another benefit being added to this Policy
- we agree to any other change to this Policy for which an increased premium is payable or
- you take advantage of an option under this Policy for which an increased premium is payable

(each hereinafter referred to as an 'Event')

the increased premium payable with respect to the Event will be calculated with reference to the age next birthday of the Life Insured as at the date the Event takes effect. Where the Event entails the provision of cover which is the subject of an indexed increase under this Policy, the increased premium payable with respect to the indexed increase will also be calculated with reference to that age.

On and from the Policy Anniversary Date preceding the Life Insured's 65th birthday, the premium payable under this Policy will be determined as if the Stepped Premium Rate option applied under this Policy from its inception.

#### *Stepped Premium Rate option*

If the Stepped Premium Rate option applies, the word 'Stepped' appears as the 'Premium Type' in the Policy Schedule and the premium payable under this Policy will increase as the Life Insured gets older. Under this option, the premium payable for each year will be calculated with reference to the age next birthday of the Life Insured as at each Policy Anniversary Date.

If this option applies and an increased premium is payable under this Policy, the increased premium will be calculated with reference to the Life Insured's then current age.

#### *Amount of premium*

The premium for the first twelve months is shown on your Policy Schedule. Future premium rates are not guaranteed to be the same as current rates. We reserve the right to change these for all policies in a group. However, we cannot change the rates for your Policy alone. The Annual Premium will fall due for payment on the Date Insured From and on each Policy Anniversary Date.

The Annual Premium for each year will be calculated with reference to:

- our current premium rates
- the annual Policy Fee then in force for this class of policy
- the Premium Rate option selected
- the premium for any optional benefit then attaching
- any Special Provisions detailed in the Policy Schedule and
- any stamp duty.

### 5.2 Charges

#### *Policy fee and frequency charge*

A policy fee is charged which covers some of the administration costs of setting up and maintaining your Policy. If you choose to pay your premiums more frequently than annually, a frequency charge will be applied to the annual premium amount. The policy fee and frequency charge are as specified in the Total Care Plan Super offer document.

The policy fee and frequency charge may be increased at our discretion. We may also increase fees and charges to reflect new or changed government levies and taxes. We will notify you at least six weeks before any such change to the policy fee or any change to the frequency charge.

### 5.3 Payment of premiums

Premiums are payable on or before the Premium Due Date.

If we do not receive all of the premium due within 30 days of the Premium Due Date, we may cancel the cover under this Policy.

### 5.4 Reinstatement

If cover under this Policy is cancelled due to non-payment of the premium, you can apply to have the cover reinstated within twelve months of the date that the unpaid premium became due, subject to the following conditions:

- receipt by us of satisfactory evidence of health, occupation, pastimes or other information relevant to the reinstatement of the cover
- if we agree to reinstate the Policy, cover will only recommence from the date of reinstatement
- we may impose conditions for the reinstated cover
- if the Policy is reinstated, all unpaid premiums must be paid and
- no benefit will be payable for anything that happened or first became apparent while the cover was not in force.

## 6. Claims

### **6.1 How to claim**

You must notify us in writing of any claim or potential claim within three months of the event that caused the claim. We will then send you a claims kit. You and the Life Insured's attending Medical Practitioner must complete the claims kit and return it to us.

### **6.2 Our requirements**

You must give us proof which is satisfactory to us of the age of the Life Insured before we will pay any benefit under this Policy.

We may ask you to provide us with, at your expense, additional information that we consider necessary to assess the claim and satisfy us of our liability to pay any benefit under this Policy. This may include an examination of the Life Insured's financial records and tax returns. If the Life Insured is self-employed, a working director or a partner in a partnership, we may also examine the accounting records of the business or practice if we consider this necessary to assess your claim.

Payment of a benefit is subject to the Life Insured undergoing any medical examination (by a Medical Practitioner of our choice) or other examination which we consider necessary, at our expense.

We may also require the Life Insured to provide us with an authority to obtain further medical information in connection with a claim.

### **6.3 Payment of benefits under Income Care Super Cover**

Benefits under Income Care Super Cover are generally paid monthly in arrears from the expiration of the relevant waiting period unless otherwise stated. All benefits are paid in Australian dollars.

Where a claim is ongoing, the Life Insured will be asked to provide regular evidence of their state of health, at their expense.

Medical reports and proof of earnings may also be required from time to time.

Our obligation to pay any of the benefits is conditional upon you performing your obligations under the Policy.



## 7. Medical definitions

### Heart Disorders

#### Cardiomyopathy

Condition of impaired ventricular function of variable aetiology (often not determined) resulting in significant physical impairment, i.e. Class 3 on the New York Heart Association classification of cardiac impairment.

#### Primary Pulmonary Hypertension

Primary Pulmonary Hypertension associated with right ventricular enlargement established by cardiac catheterisation resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

### Nervous System Disorders

#### Major Head Trauma

Injury to the head resulting in neurological deficit causing either:

- a permanent loss of at least 25% whole person function (as defined in the 6th edition of the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment') or
- the permanent and irreversible inability to perform without the assistance of another person any one of the 'Activities of Daily Living' (as defined under Loss of Independent Existence on page 24), as certified by a consultant neurologist.

#### Motor Neurone Disease

Motor Neurone Disease diagnosed by a consultant neurologist.

#### Multiple Sclerosis

The unequivocal diagnosis of Multiple Sclerosis as confirmed by a consultant neurologist and characterised by demyelination in the brain and spinal cord evidenced by Magnetic Resonance Imaging or other investigations acceptable to us. There must have been more than one episode of well-defined neurological deficit with persisting neurological abnormalities.

#### Muscular Dystrophy

The unequivocal diagnosis of Muscular Dystrophy by a consultant neurologist.

#### Paraplegia

The permanent loss of use of both legs or both arms, resulting from spinal cord Sickness or Injury.

#### Quadriplegia

The permanent loss of use of both arms and both legs resulting from spinal cord Sickness or Injury.

#### Hemiplegia

The total loss of function of one side of the body due to Sickness or Injury, where such loss of function is permanent.

#### Diplegia

The total loss of function of both sides of the body due to Sickness or Injury where such loss of function is permanent.

#### Tetraplegia

The total and permanent loss of use of both arms and both legs, together with loss of head movement, due to brain Sickness or Injury, or spinal cord Sickness or Injury.

### Dementia and Alzheimer's Disease

Clinical diagnosis of Dementia (including Alzheimer's Disease) as confirmed by a consultant neurologist, psycho-geriatrician, psychiatrist or geriatrician. The diagnosis must confirm permanent irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified. Significant cognitive impairment means a deterioration in the Life Insured's Mini-Mental State Examination scores to 24 or less and deterioration would continue but for any effective treatment. Dementia related to alcohol, drug abuse or AIDS is excluded.

### Parkinson's Disease

The unequivocal diagnosis of Parkinson's Disease by a consultant neurologist where the consultant neurologist confirms that the condition:

- is the established cause of two or more of the following:
  - muscular rigidity
  - resting tremor
  - bradykinesia and
- has caused significant progressive physical impairment, likely to continue progressing but for any treatment benefit.

The Life Insured must be following the advice and treatment of a specialist neurologist.

### Body Organ Disorders

#### Blindness

The permanent loss of sight in both eyes due to Sickness or Injury to the extent that:

- visual acuity is 6/60 or less in both eyes or
- the visual field is reduced to 20 degrees or less of arc

whether aided or unaided, and all as certified by an ophthalmologist.

#### Loss of Speech

The total and irrecoverable loss of the ability to produce intelligible speech as a result of Sickness or Injury which causes permanent damage to the larynx or its nerve supply or the speech centres of the brain. The loss must be certified by an appropriate medical specialist.

#### Loss of Hearing

Complete and irrecoverable loss of hearing from both ears as a result of Sickness or Injury, as certified by a specialist we consider appropriate. This definition is not met if the person's hearing has been restored through any natural or assisted means, unless the assisted means is a device implanted in the cochlea.

### Chronic Lung Disease

Permanent end stage respiratory failure, with FEV1 test results of consistently less than one litre, requiring continuous permanent oxygen therapy.

### Severe Rheumatoid Arthritis

The unequivocal diagnosis of Severe Rheumatoid Arthritis by a Rheumatologist. The diagnosis must be supported by, and evidence, all of the following criteria:

- at least a six week history of Severe Rheumatoid Arthritis which involves three or more of the following joint areas:

## Policy conditions

- proximal interphalangeal joints in the hands
- metacarpophalangeal joints in the hands
- metatarsophalangeal joints in the foot, wrist, elbow, knee or ankle
- simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone)
- typical rheumatoid joint deformity and at least two of the following criteria:
  - morning stiffness
  - rheumatoid nodules
  - erosions seen on x-ray imaging
- the presence of either a positive rheumatoid factor, or the serological markers consistent with the diagnosis of Severe Rheumatoid Arthritis.

Degenerative osteoarthritis and all other arthritides are excluded.

### Other Events

#### Loss of Limbs or Sight

The Life Insured has sustained, as a direct result of Injury or Sickness:

- the complete and irrecoverable loss of use of both hands
- the complete and irrecoverable loss of use of both feet
- the complete and irrecoverable loss of use of one hand and one foot
- Blindness
- the complete and irrecoverable loss of use of one foot and blindness in one eye or
- the complete and irrecoverable loss of use of one hand and blindness in one eye.

For the purpose of this definition, 'blindness' means the permanent loss of sight to the extent that:

- visual acuity is 6/60 or less or
- the visual field is reduced to 20 degrees or less of arc

whether aided or unaided, and all as certified by an ophthalmologist.

#### Loss of Independent Existence

As a result of Sickness or Injury:

- there is permanent and irreversible inability to perform without the assistance of another person any two of the 'Activities of Daily Living' or all of the 'Defined Home Duties' or
- the Life Insured suffers cognitive impairment that results in the Life Insured requiring permanent and constant supervision for a continuous period of at least six months. The Life Insured's impairment must be established by a medical practitioner nominated by us.

Loss of Independent Existence due to alcohol or drug abuse or AIDS is excluded.

#### Activities of Daily Living

1. Dressing – putting on and taking off clothing.
2. Toileting – using the toilet, including getting on and off.
3. Mobilising – getting in and out of bed and a chair.
4. Maintaining Continence – having good control of bowel and bladder function.
5. Feeding – getting food from a plate into the mouth.

#### Defined Home Duties

- Cleaning the usual place of dwelling.
- Purchasing household food and items used for cleaning.
- Preparing meals for the household.
- Performing for the household laundry services such as washing or ironing.

#### Work Ending Condition

The Life Insured has been absent from active employment as a result of Sickness or Injury for a period of three consecutive months and, at the end of the three months, the Life Insured continues to be incapacitated to such an extent that he or she will be unlikely to ever again engage in the full-time gainful occupation he or she was engaged in immediately prior to ceasing active employment and is under the regular treatment, and following the advice of, a Medical Practitioner.

However, if the Life Insured has been engaged in full-time domestic duties or child rearing at the time of the Sickness or Injury that gives rise to the claim, Work Ending Condition means the Life Insured has been, through Sickness or Injury, unable to perform domestic duties or child rearing and has been confined to the home for a period of three consecutive months and is under the regular treatment, and following the advice, of a Medical Practitioner and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life.

**13 10 56**

8 am–8 pm (Sydney time)

Monday to Friday

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Write to: Manager, Customer Communication, Comminsure Life Insurance, PO Box 320, Silverwater NSW 2128.

