# **Priority Protection**

# Policy Document

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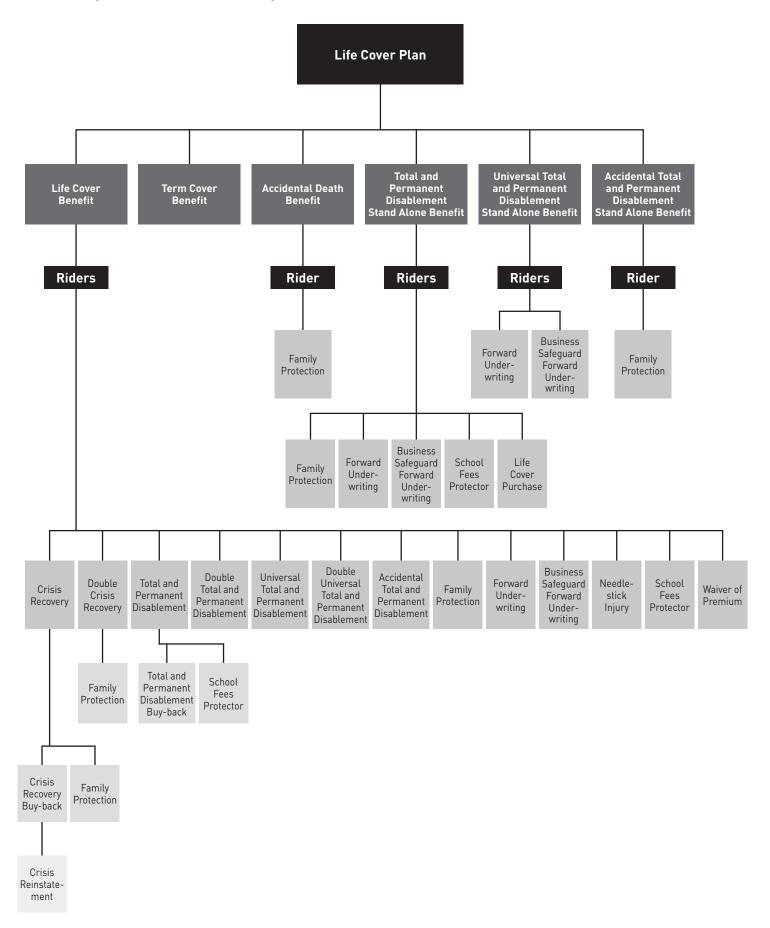
If you need to make a claim or would lik AIA.COM.AU/makeaclaim or contact our		
Priority Protection		

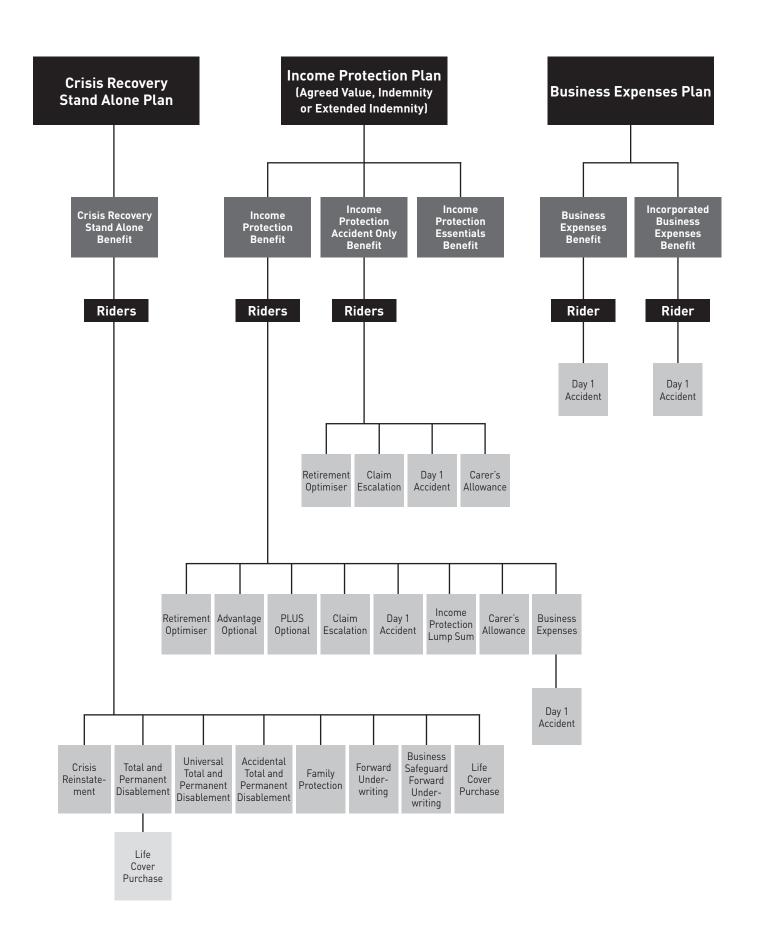
# Priority Protection

Life Cover Plan Crisis Recovery Stand Alone Plan Income Protection Plan (Agreed Value, Indemnity or Extended Indemnity) Business Expenses Plan

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# **Priority Protection Policy Structure**





# 1 Introduction

The policy document and the application for this insurance, including any declaration and statements relating to this insurance, together with the Policy Schedule constitute the entire contract ('the Policy'). The term 'the Policy' includes any endorsements and Rider Benefit conditions applicable. Any variation of this contract must be evidenced in writing bearing the signature of one of Our authorised officials.

The Policy is issued, on the date the Policy Schedule was sent, by AIA Australia Limited ('AIA Australia') to the Policy Owner named on the attached Policy Schedule:

- (i) in consideration of the payment of the premium and stamp duty as stated on the Policy Schedule, and
- (ii) on the basis of the application, declaration and any other statements made by the Policy Owner and the Life Insured to Us in connection with the Policy.

# **Pre-existing Condition**

If a claim for an insurance benefit relates to a Pre-existing Condition (as defined in condition 8) that You have not disclosed the full details of to Us before the benefit commencement date (as shown on Your Policy Schedule) or the date of any increase, reinstatement or improvement of the benefit, then the claim will not be paid in respect of that benefit.

### Your Duty of Disclosure

Before You enter into a life insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, which may affect our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You extend, vary or reinstate the contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If the insurance is for the life of another person and that person does not tell Us everything he or she should have, this may be treated as a failure by You to tell Us something that You must tell Us.

# If You Do Not Tell Us Something

In exercising the following rights, We may consider whether different types of cover can constitute separate contracts of life insurance. If they do, We may apply the following rights separately to each type of cover.

If You do not tell Us anything You are required to, and We would not have insured You if You had told Us, We may avoid the contract within three years of entering into it.

If We choose not to avoid the contract, We may, at any time, reduce the amount You have been insured for. This would be worked out using a formula that takes into account the premium that would have been payable if You had told Us everything You should have. However, if the contract has a surrender value, or provides cover on death, We may only exercise this right within 3 years of entering into the contract

If We choose not to avoid the contract or reduce the amount You have been insured for, We may, at any time vary the contract in a way that places Us in the same position We would have been in if You had told Us everything You should have. However, this right does not apply if the contract has a surrender value or provides cover on death.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

# 2 General Terms and Conditions

# 2.1 Your Priority Protection Policy

We have issued the Policy in accordance with the contents of Your application and any supporting documents We have obtained. The contract between You and Us is based completely on the accuracy of these documents, and You have a duty to disclose in them any information which is material to the risks We are insuring.

The policy document is evidence of the contract between You and Us. The contract is one of offer and acceptance and commences when Your application has been accepted by Us. We may ask You to vary Your application (eg so that You are applying for a policy with additional or varied terms) before deciding whether to accept it. If We do not accept Your application, We may instead make You a counter-offer in relation to this Policy (with or without conditions). In these circumstances, the contract commences after You accept the counter-offer, We are satisfied that any conditions applicable to the counter-offer are met and We issue the Policy Document to You.

The enclosed Policy Schedule is a summary of the premium and benefit amounts under Your Policy and forms part of the contract.

# 2.2 Cooling-Off Period

Please read the policy document carefully. If You are not happy that the Policy and benefits meet Your needs You may return the Policy within the 28-day cooling-off period and receive the full refund of all premiums paid.\*

The cooling-off period starts from when You received the policy document from Us or from the end of the 5th day after the day on which We sent the policy document to You, whichever is the earlier to occur.

To return the Policy in the cooling-off period, please send Us:

• Your request to cancel the Policy either by letter, fax or email or in any other manner permitted by law.

\*Note: You will lose the right to return Your Policy within the cooling-off period when You first exercise any right or power, other than this right to return Your Policy, which You have under the terms of Your Policy.

# 2.3 Renewal Statement

Each year You will receive a renewal statement showing the level of Your selected benefits under the Policy. Any change to the fees and charges and to the taxation treatment of the Policy and any other matter relevant to the Policy over the preceding year will also be shown in the renewal statement.

If there are any material changes to the circumstances described in the Product Disclosure Statement, the policy document or any subsequent communication, You will be notified in the renewal statement following the change. However, any material change related to fees and charges will be notified in writing prior to the change taking effect.

Any change, which is initiated by You, will be confirmed in writing by Us.

# 2.4 Policy Ownership

Where there is more than one Policy Owner, they hold as joint owners unless otherwise stated on the Policy Schedule.

### 2.5 Premiums

### 2.5.1 Payment of Premiums

Premiums must be paid monthly, half-yearly or yearly. Premium payments made more frequently than yearly are subject to a premium frequency charge (see condition 2.6.2). Premiums for a benefit will cease at the Expiry Date of that benefit.

To the extent not prohibited by law, we may adjust the amount we charge in respect of a premium payment due to rounding.

#### 2.5.2 If You Stop Paying Premiums

A period of 60 days of grace is allowed for the payment of each premium during which the Policy will remain in force. If You do not pay premiums in full within 60 days from the premium due date the Policy will lapse and its benefits will cease.

# 2.5.3 Stepped, Level, Optimum or Term Level Premiums

Premiums for the Policy are payable on a stepped, level, Optimum or Term Level premium basis. All benefits under the Policy must be on the same premium basis unless a benefit is solely offered as stepped or level.

Stepped premium rates generally increase as the Life Insured's age increases.

Level premium rates remain constant until the latest Policy Anniversary prior to the Life Insured's 65th birthday or the Expiry Date of the benefit, if earlier. However, the premium rates for some benefits may remain constant until the latest Policy Anniversary prior to the Life Insured's 70th birthday (where this feature is available in respect of a benefit and has been selected).

From the latest Policy Anniversary prior to the Life Insured's 65th, or where applicable, 70th birthday, the Policy/benefit will continue on stepped premium rates until the termination of the Policy/benefit.

The Optimum premium basis allows You to pay premiums on a stepped basis which will automatically convert to a level premium basis at a pre-determined date. (The pre-determined date may vary if premium rates change.) Should You select this method of paying premiums then stepped premiums will be payable from the commencement of the Policy, together with a premium loading according to the age of the Life Insured at the commencement of the Policy. At the Policy Anniversary when the stepped premium amount first becomes greater than the level premium amount based on the age of the Life Insured at the commencement date of the benefit, the stepped premiums will automatically convert to level premiums. These level premiums are payable until the latest Policy Anniversary prior to the Life Insured's 65th birthday or the Expiry Date of the benefit, if earlier. After that stepped premiums are payable until the termination of the Policy/benefit. You will pay the premium loading until the latest Policy Anniversary prior to the Life Insured's 65th birthday or the Expiry Date of the benefit,

The Term Level premium basis allows You to keep the premium rate constant for an initial term of 5, 10 or 15 years. At the end of the initial term, Your premium basis will convert to stepped with a loyalty discount until the Expiry Date of the benefit.

You can change the basis of premium payment as detailed below. If available and agreed with Us, You may apply to replace your existing policy with a similar replacement policy (a process we refer to as 'cancel-and-replace').

#### Stepped

Switches from stepped to level, Optimum or Term Level premiums cannot be made without a cancel-and-replace of Your existing policy. The new policy will be subject to the rates according to Your age at the time of the replacement policy commencing.

#### Level

Switches from level to stepped premiums can be made at any time unless otherwise specified.

Switches from level to Term Level or Optimum premiums cannot be made without a cancel-and-replace of Your existing policy. The new policy will be subject to the rates according to Your age at the time of the replacement policy commencing.

#### Term Level

Switches from Term Level to either a stepped, level or Optimum premium structure cannot be made during the initial term.

Switches from Term Level to another Term Level premium structure (for example, 5 year Term Level to another 5 year Term Level or a 10 year Term Level) cannot be made without a cancel-and-replace of Your existing policy. The new policy will be subject to the rates according to Your age at the time of the replacement policy commencing.

# **Optimum**

Switches from Optimum to either a stepped, level or Term Level premium structure cannot be made once Your policy has commenced without a cancel-and-replace of Your existing policy. The new policy will be subject to the rates according to Your age at the time of the replacement policy commencing.

Premiums will change if:

- You request a change in Your Sum Insured or Insured Monthly Benefit:
- You choose to have Your Sum Insured or Insured Monthly Benefit automatically increased each year to keep pace with inflation (see condition 2.17); or
- premium rates are reviewed (see condition 2.5.7).

#### 2.5.4 Accidental Death Benefit

Premiums for this benefit and its Rider Benefit are payable on a level premium basis until the expiry of the benefit.

#### 2.5.5 Guarantee of Continuation for Level Premium

This guarantee applies to benefits continuing beyond the latest Policy Anniversary prior to the Life Insured's 65th birthday (or 70th birthday, if applicable).

Where the Policy has remained in force to that date, these benefit(s) will continue on a stepped premium basis until the Expiry Date appropriate to each benefit. The stepped premium will reflect the Life Insured's age at each Policy Anniversary, sex and smoking status and the original terms of acceptance of the benefit.

#### 2.5.6 Premium Rating Factors

The premiums You pay depend on the Life Insured's age, sex, smoking status, occupation, pastimes and state of health and on the level of cover and benefit features chosen by You and on any appropriate Government charges.

### 2.5.7 Premium Rates Guaranteed

The premium rates under all plans under the Policy are guaranteed for at least two years. We guarantee that any increase or reduction in a table of stepped, level, Optimum or Term Level premium rates will not take effect in respect of a benefit until the second anniversary of the Policy Commencement Date or the next Policy Anniversary following the latest increase or reduction in the table of premium rates for that benefit, if later. This premium rate guarantee does not apply to any standard increases (e.g. age based or CPI increases, alterations or reductions in discounts) or canceland-replace policies.

Notwithstanding the two-year premium rates guarantee or any period during which Your premium rates do not increase with Your age, Your premium rates (stepped, level, Optimum or Term Level) may be varied from time to time after the two-year guarantee period. A table of premium rates is available on request. Different premium rates may apply to males and females, to smokers and non-smokers and to different occupations. The premium rates for the Policy allow for the cost of insurance and Our expenses, including commission payable to an adviser.

Premium rates may not be altered individually but only for all policies in a group. Your Policy cannot be singled out for an increase. You will be notified in writing of any change in the premium rates prior to the change taking effect.

### 2.5.8 Premiums and the AIA Vitality Program

As long as the Life Insured remains a member of the AIA Vitality Program, We may discount the premiums in accordance with the rules mentioned in the 'AIA Vitality Premium Adjustment Rules' available at aiavitality.com.au. We may vary or withdraw these rules from time to time. The premium discounts are not guaranteed.

### 2.5.9 Involuntary Unemployment Waiver of Premium

If your Policy includes the Involuntary Unemployment Waiver of Premium feature, we will waive the premiums associated with your Income Protection or Income Protection Accident Only benefit. Please see sections 5.1 and 5.1.14 for further information.

# 2.6 Fees and Charges

All the fees and charges of Your Policy are fully described in this section. We shall not apply any other charges without Your specific consent. We retain the right to vary any fees and charges, at Our discretion, with the exception of the premium rate guarantee. Future Government charges may also vary. Any change, except changes to Government charges, will be advised to You in writing 30 days prior to the change taking effect.

In addition to the premiums for each benefit, We will charge a policy fee and any appropriate Government stamp duty (if applicable).

#### 2.6.1 Policy Fee

One policy fee is charged per Life Insured, regardless of the number of plans, benefits or policies purchased under Priority Protection (this does not apply to policies bought before 1 December 2008). This policy fee is in addition to the premiums applicable per benefit and stamp duty. The policy fee is currently \$82.53 per year. The policy fee may be subject to a premium frequency charge and/or stamp duty (see conditions 2.6.2 and 2.6.3).

You will be notified in writing of any change in the amount of the policy fee prior to the change taking effect. Your Policy will not be singled out for an increase in fees or charges.

There may also be other charges, such as a lost or destroyed policy replacement charge (see condition 2.6.4).

The policy fee will automatically increase each year effective from 1 October by the percentage increase in the consumer price index over the 12 months ending on the latest 30 June prior to the effective date of the increase in the policy fee (1 October). There will be no more than one policy fee increase in a year. The policy fee applicable to a policy will increase from the first policy anniversary date on or after the effective date for the increased policy fee.

AIA Australia may vary from time to time the method and rules We use to determine the timing and amount of any change in the policy fee.

You will be notified of any variations as required by law.

There may also be other charges, such as a lost or destroyed policy replacement charge (see condition 2.6.4).

### 2.6.2 Premium Frequency Charge

There is no premium frequency charge on yearly premiums. Premiums payable more frequently than yearly (i.e. half-yearly or monthly) are subject to a charge to cover increased costs. This charge is expressed as a percentage of the yearly premium in the following table.

Premium Payment Frequency	Charge as a percentage of Yearly Premium
Half-yearly	5%
Monthly	8%

You will be notified in writing of any change in the amount of this charge prior to the change taking effect.

#### 2.6.3 State or Territory Government Stamp Duty

Stamp duty is a Government charge that varies depending on the State or Territory of residence of the Life Insured. Stamp duty may be payable on this policy by Us in accordance with stamp duty legislation applicable in the State or Territory in which the Life Insured is ordinarily a resident.

For some Rider Benefits the amount of stamp duty payable is included in the premium and is not an additional charge to You. For other benefits, it is not included in the premium and is an additional charge to You. The rates of stamp duty currently vary between 0% and 11% depending on Your State or Territory and the type of benefit selected. Your adviser may have provided You with a personalised premium quotation showing the amount of any stamp duty payable as an additional charge to You.

If the amount of the stamp duty payable is changed by a State or Territory the stamp duty charged to You may be changed accordingly (up or down) for future premium payments.

#### 2.6.4 Lost or Destroyed Policy Documentation

If Your policy document is lost or destroyed We will replace it but may charge to recover the costs involved. This charge is currently not greater than \$100 and covers the cost of reissuing the lost document, including advertising the loss – a statutory requirement in some circumstances. We may vary this charge from time to time. We may also require You to sign a statutory declaration to the effect that the policy document has been lost or destroyed.

# 2.7 Tax or Imposts

Where We are, or believe We will become, liable for any tax or other imposts levied by any Commonwealth, State or Territory Government, authority or body in connection with the Policy, We may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits) under the Policy in the manner and to the extent We determine to be appropriate to take account of the tax or impost.

#### **GST**

The premium applicable to this Policy is input taxed for the purposes of the Goods & Services Tax (GST). No GST is payable by You in respect of the purchase of the Policy.

### 2.8 Term

The Policy runs for 12 months. It may be renewed annually, by payment of the renewal premium within the 60 days of grace, until the Expiry Date shown on the Policy Schedule.

### 2.9 Guaranteed Renewable

Provided You pay the appropriate premium in full when due, each benefit under the Policy is guaranteed renewable each year to the Expiry Date of that benefit regardless of changes in the Life Insured's health, occupation or pastimes and in the case of the Income Protection Plan and the Business Expenses Plan, whether a claim has been made.

# 2.10 Lapse and Reinstatement

If You do not pay Your premium within 60 days of the premium due date, Your policy will lapse and Your cover will cease. If the Policy lapses You may reinstate it with Our consent upon such proof as We may require of the continued good health and eligibility for insurance of the Life Insured and upon payment of the unpaid premium or premiums with compound interest as We determine. Reinstatement can occur within 90 days from the premium due date for the first unpaid premium.

After reinstatement without any further medical evidence, the Policy shall not cover any event where the symptoms leading to which were apparent after the Policy lapsed and cover ceased and prior to such reinstatement. The Policy may be cancelled by Us in accordance with the provisions of the Life Insurance Act 1995 (Cth) or any relevant legislation.

You may not reinstate this Policy unless any lapsed linked Superannuation Life Cover Plan or Superannuation Income Protection Plan is also reinstated from the same effective date.

### 2.11 Cancellation

You are allowed to cancel the Policy at any time. Where premiums have been paid in advance, thus providing cover beyond the date of cancellation, We may refund the unexpired portion of the premium less any cancellation fees and charges to You. Any payment would be subject to Our business rules at the time of cancellation.

Any request to cancel the Policy must be made in writing to Our office and signed by You.

Where this Policy has been issued as a separate policy to cover the non-superannuation benefits purchased under a linked Superannuation PLUS, a linked Maximiser or a linked Super Extras policy and the linked Superannuation Life Cover Plan or Superannuation Income Protection Plan has been cancelled, this Policy will automatically be cancelled from the same effective date.

# 2.12 Transfer of Ownership (Assignment)

At any time, You may request a transfer of ownership of the Policy to another person or company (not applicable if the Policy has been issued as a separate policy to cover the non-superannuation benefits purchased under a Superannuation PLUS, Maximiser or Super Extras policy). This is achieved by assigning the Policy using the Memorandum of Transfer included in this policy document to the person or company.

You should be aware that by assigning the Policy, You forfeit all rights to benefits payable under the Policy and it may give rise to taxation implications. Assignment will revoke any previous nomination of beneficiary.

No assignment of the Policy or the benefits under it shall bind Us unless and until it has been registered by Us. We take no responsibility as to the validity of any assignment.

Please contact Us if You wish to assign the Policy. We will provide You with all of the relevant information required to do so.

### 2.13 Nomination of Beneficiaries

You may nominate a beneficiary (person or other legal entity) to receive all death claim benefits under the Policy, subject to the following rules:

- Contingent nominations cannot be made;
- You may change a nominated beneficiary or revoke a previous nomination at any time prior to the occurrence of an event giving rise to a claim;
- The nominated beneficiary will receive any money payable under the Policy. If the nominated beneficiary dies before the occurrence of an event giving rise to a claim under the Policy and no change in nomination has been made, then any money payable will be paid to the nominated beneficiary's legal personal representative;
- If ownership of the Policy is assigned to another person or entity, then any previous nomination is automatically revoked;
- A nominated beneficiary has no rights under the Policy, other than to receive the Policy proceeds after a claim has been

- admitted by Us. The nominated beneficiary cannot authorise or initiate any policy transaction;
- The nomination, change or removal of a beneficiary must be advised in writing and sent to Us.

# 2.14 Misstatement of Age

If the age of the Life Insured on issue of the Policy is different from that stated in the application, the sum payable under the Policy shall be reduced to that which would have been payable if the age had been correctly stated on the basis of premiums actually paid. The Sum Insured or Insured Monthly Benefit will never be increased pursuant to this condition.

# 2.15 Suicide

# 2.15.1 Death Benefit other than Accidental Death Benefit

Any benefit payable under the Policy in the event of the death of the Life Insured will not be paid if the Life Insured dies as a result of suicide committed within 13 months of the date of:

- · commencement of that benefit; or
- the last reinstatement of the Policy.

Any portion of a benefit payable under the Policy in the event of the death of the Life Insured referable to an increase in the benefit's Sum Insured or Insured Monthly Benefit will not be paid if the Life Insured dies as a result of suicide committed within 13 months of the date of the increase.

This condition will be waived in respect of any death cover under the Policy provided the Policy is replacing death cover from a previous insurer and the full suicide exclusion period under the in force policy to be replaced has elapsed.

This waiver applies only to the same amount of any death cover being replaced under the Policy.

The suicide condition will apply to any extra death cover in excess of the death cover being replaced and to all subsequent increases in the death cover under the Policy.

In that event, the Policy shall be voidable at Our option and any premiums paid in respect of it shall be forfeited to Us.

However, should any other person have obtained for value a genuine interest in the Policy at least two months before the death of the Life Insured and has notified it to Us in writing, We will pay them:

- an amount equal to the value of their interest; or
- the amount which would have been payable had the Life Insured died otherwise than by suicide;

whichever is the lesser.

#### 2.15.2 Accidental Death Benefit

The Accidental Death benefit will not be paid under the Policy if the Life Insured dies as a result of suicide while the benefit is in force.

# 2.16 Increase in Sum Insured and/or Insured Monthly Benefit

You can increase Your Sum Insured and/or Insured Monthly Benefit each policy year in line with the Benefit Indexation increase for that year (see condition 2.17) or You can select a voluntary increase in Your Sum Insured and/or Insured Monthly Benefit. Any voluntary increase will be subject to underwriting and maximum Sum Insured and Insured Monthly Benefit rules.

#### 2.17 Benefit Indexation

If You so choose in the application, We will offer You each policy year on the Policy Anniversary the opportunity to increase the Sum Insured and/or the Insured Monthly Benefit for each eligible benefit under the Policy by that policy year's percentage increase in the CPI or by 5% whichever is the greater. Any Sum Insured and Insured Monthly Benefit increase for a policy year will be effective from the Policy Anniversary at the start of the policy year. Unless You advise Us otherwise, We may assume that You want the Benefit Indexation to apply to Your benefits under the Policy for the following policy year.

If You refuse the offer of an indexation increase in one year We will continue to offer You indexation increases in future years. Should You want Us to stop offering You indexation increases to Your Sum Insured and/or Insured Monthly Benefit, You must write to Us asking for future indexation increases not to be offered to You.

If You accept Our offer of an indexation increase Your stepped and Optimum (during the 'stepped premium' phase) premium (where applicable) will be adjusted to allow for the higher Sum Insured and/or Insured Monthly Benefit and the age of the Life Insured at that time. Where level and Optimum (during the 'level' phase) premiums (where applicable) are being paid in respect of a benefit covering the Life Insured, the age of the Life Insured at the time that benefit was first issued (provided that the benefit was not subsequently cancelled) is used to calculate the premiums payable on the increase. Where Term Level premiums are being paid in respect of a benefit covering the Life Insured, the age of the Life Insured at the time that benefit was first issued (provided that the benefit was not subsequently cancelled) is used to calculate the premiums payable on the increase for the initial term only. At the end of the initial term, and once the premiums convert to stepped, indexation increases will be adjusted to allow for the higher Sum Insured and the age of the Life Insured at that time.

Benefit Indexation does not apply to the Life Cover Sum Insured where any or all of the Life Cover Sum Insured has been repurchased under the Crisis Recovery Buy-back benefit or the Total and Permanent Disablement Buy-back benefit or where the Life Cover Sum Insured has been purchased under the Life Cover Purchase benefit. After the Double Total and Permanent Disablement benefit, Double Universal Total and Permanent Disablement benefit or Double Crisis Recovery benefit becomes payable, Benefit Indexation in respect of the linked Life Cover Sum Insured will not be permitted.

This option is not available under the Business Safeguard Forward Underwriting, Forward Underwriting, Life Cover Purchase, Needlestick Injury benefits and School Fees Protector or where a Premium Freeze is in force.

Subject to the terms and conditions in this document, automatic indexation increases in the Sum Insured and/or the Insured Monthly Benefit will cease at the latest Policy Anniversary prior to the Life Insured's 70th birthday or at the Expiry Date of the benefit, if earlier. There are other conditions on the Benefit Indexation as described in this document.

If You have selected Benefit Indexation on a benefit that has Family Protection as a Rider Benefit, the Family Protection Sum Insured will automatically increase each policy year on the Policy Anniversary by the higher of the CPI Increase and 5% up to a maximum Sum Insured of \$500,000.

# 2.18 Decrease in Sum Insured and/or Insured Monthly Benefit

You can decrease the Sum Insured and/or Insured Monthly Benefit of an eligible benefit at any premium due date providing the reduced Sum Insured, Insured Monthly Benefit or premium are not below the minimums in force at the time of the decrease. Where the Sum Insured and/or Insured Monthly Benefit is decreased, any Benefit Indexation will continue based on the reduced Sum Insured and/or Insured Monthly Benefit.

#### 2.19 Claims

### 2.19.1 Claim Requirements and Conditions

All conditions necessary to entitle a claim to be made must be met during the currency of the Policy.

Written notice containing full particulars of any circumstances in respect of which a claim is to be made must be given to Us as soon as possible. Claim forms can be requested by telephoning AIA Australia's Claims Department on 1800 333 613 (option 2) or by writing to Us (visit www.aia.com.au for the most up to date contact details).

Payment of a Sum Insured or monthly benefit will not be made for any period more than one month prior to the giving of such written notice.

All certificates and evidence required by Us will be furnished at Your expense within 30 days of the date of the written notice and will be in the form and of the nature as We may request.

Where premiums have been paid in advance as determined by Us We may refund the unexpired portion of the premium less any charges to You.

# 2.19.2 Medical Examination

We, at Our discretion, may have the Life Insured medically examined (including blood tests and other tests), when and as often as is reasonable, in connection with a claim.

### 2.20 Non-Smoker - Incorrect Declaration

'NON-SMOKER' at a point in time, means, not having smoked tobacco or any other substance for a continuous period of 12 months ending at that point in time.

Where it is declared that the Life Insured is a Non-Smoker and We have charged a premium based on such declaration, it is a condition of this insurance that if an incorrect non-smoker declaration has been made, the Sum(s) Insured and/or Insured Monthly Benefit(s) shown on the Policy Schedule will be reduced to the amount(s) which the premium paid would have purchased had a correct declaration been made.

## 2.21 Statutory Fund

The Policy will be written in the AIA Australia Statutory Fund No. 1 which alone shall be liable under the Policy. The Policy does not participate in bonus distributions.

### 2.22 Currency

All amounts under the Policy whether payable by Us or by You are payable in Australian currency.

# 2.23 Economic Sanctions

We are subject to certain laws and economic sanctions (both local and international) which may prohibit Us from completing some financial transactions and/or dealings with You and Your beneficiary/beneficiaries. We will not deal with You or complete a financial transaction under the terms of Your Policy if We are prohibited from doing so by law (including a law relating to sanctions).

# 2.24 Policy Upgrade

From time to time We will review the benefits provided under the Policy. Should We improve the benefits under the Policy and such improvements result in no increase in premium rates, We will automatically add these benefit improvements to the Policy.

These benefit improvements will be effective from the first date on which a Priority Protection policy containing the benefit improvements could have been purchased from Us.

If the Life Insured is suffering a Pre-existing Condition (as defined in condition 8) at the effective date of the benefit improvement, the improvement will not apply to any claim affected by that Pre-existing Condition.

Should a situation arise where You are disadvantaged in any way as a result of the upgrade, the previous Policy wording will apply.

### 2.25 Choice of Benefits

Priority Protection offers a choice of benefits under six insurance plans. The Policy Schedule details the benefits purchased under the Policy.

The Plans are:

- Life Cover Plan (including optional Superannuation PLUS benefits) – (see condition 3);
- Crisis Recovery Stand Alone Plan (see condition 4);
- Income Protection Plan (Agreed Value, Indemnity or Extended Indemnity) – (see condition 5);
- Business Expenses Plan (see condition 6);
- Superannuation Life Cover Plan; and
- Superannuation Income Protection Plan.

The terms and conditions of each benefit within each plan, other than the Superannuation Life Cover Plan and the Superannuation Income Protection Plan, are provided below. The terms and conditions of the Superannuation Life Cover Plan and the Superannuation Income Protection Plan, are provided in a separate policy document.

# 2.26 Any Questions or Concerns

If You should have any questions or concerns about Your Policy please contact Your adviser in the first instance or Us directly on 1800 333 613 and We will promptly investigate Your enquiry, referring it if necessary to Our Internal Dispute Resolution Committee.

Internal complaints are normally resolved within 45 days. In special circumstances We may take longer; if this is the case We will advise You.

Should You not be satisfied with Our response to Your concerns after they have been ruled upon by the Committee, then You may take the matter up with the independent Financial Ombudsman Service (FOS). Details are as follows:

Financial Ombudsman Service Australia (FOS)

GPO Box 3

MELBOURNE VIC 3001 Telephone: 1800 367 287 Fax: (03) 9613 6399 Email: info@fos.org.au

# 2.27 Loss of Independence references

The expression 'Loss of Independence' means: 'Accidental Loss of Independence' (when used in connection with a benefit that has the word 'Accidental' but not 'Stand Alone' in its name), 'Loss of Independence Stand Alone' (where used in connection with a benefit that has 'Stand Alone' but not 'Accidental' in its name) and 'Accidental Loss of Independence Stand Alone' (when used in connection with a benefit that has both 'Accidental' and 'Stand Alone' in its name).

# 2.28 Total and Permanent Disablement Benefits

The expression 'total and permanent disablement benefit' means: any benefit covered under the Policy which includes the phrase 'Total and Permanent Disablement' in its name.

# 3 Life Cover Plan

The Life Cover Plan offers the following benefits:

- Life Cover (see condition 3.1)
- Term Cover (see condition 3.18)
- Accidental Death (see condition 3.19)
  - Family Protection (see condition 3.12)
- Total and Permanent Disablement Stand Alone (see condition 3.20)
  - Forward Underwriting (see condition 3.16)
  - Business Safeguard Forward Underwriting (see condition 3.17)
  - Family Protection (see condition 3.12)
  - School Fees Protector (see condition 3.14)
  - Life Cover Purchase (see condition 3.24)
- Accidental Total and Permanent Disablement Stand Alone (see condition 3.21)
  - Family Protection (see condition 3.12)
- Universal Total and Permanent Disablement Stand Alone (see condition 3.22)
  - Forward Underwriting (see condition 3.16)
  - Business Safeguard Forward Underwriting (see condition 3.17).

You can add the following Rider Benefits to the Life Cover benefit:

- Crisis Recovery (see condition 3.2)
  - Crisis Recovery Buy-back (see condition 3.3)
    - Crisis Reinstatement (see condition 3.4)
- Double Crisis Recovery (see condition 3.5)
- Total and Permanent Disablement (see condition 3.6)
  - School Fees Protector (see condition 3.14).
  - Total and Permanent Disablement Buy-back (see condition 3.7)
- Double Total and Permanent Disablement (see condition 3.8)
- Accidental Total and Permanent Disablement (see condition 3.9)
- Universal Total and Permanent Disablement (see condition 3.10)
- Double Universal Total and Permanent Disablement (see condition 3.11)
- Needlestick Injury (see condition 3.13)
- Waiver of Premium (see condition 3.15)
- Forward Underwriting (see condition 3.16)
- Business Safeguard Forward Underwriting (see condition 3.17)
- School Fees Protector (see condition 3.14).

Additional Superannuation PLUS benefits can only be purchased if the Life Insured will also be covered for a superannuation Life Cover benefit under the Superannuation Life Cover Plan. When one or more of the Superannuation PLUS benefits is/are purchased, this Policy links to the separate policy for the Superannuation Life Cover Plan. If that Superannuation Life Cover Plan terminates, cover under this Policy for all Superannuation PLUS benefits in this Policy will automatically terminate.

The following benefits can be purchased under a Life Cover Plan as a Rider Benefit to the Life Cover benefit under the Superannuation Life Cover Plan to form part of the Maximiser benefit (see condition 3.23) under the superannuation Life Cover benefit:

- Total and Permanent Disablement (Own Occupation)
- Double Total and Permanent Disablement (Own Occupation)

The following benefits can be purchased under Superannuation PLUS in conjunction with the Maximiser rider benefit which has been linked to a Total and Permanent Disablement benefit under the Life Cover benefit under the Superannuation Life Cover Plan:

- Crisis Recovery (through Superannuation PLUS)
- Crisis Recovery Buy-back (through Superannuation PLUS)
- Crisis Reinstatement (through Superannuation PLUS)
- Family Protection (through Superannuation PLUS)
- Needlestick Injury (through Superannuation PLUS) (Category AA only)
- Waiver of Premium (through Superannuation PLUS)

The following benefits can be purchased under Superannuation PLUS in conjunction with the Maximiser benefit which has been linked to a Double Total and Permanent Disablement benefit under the Life Cover benefit under the Superannuation Life Cover Plan:

- Family Protection (through Superannuation PLUS)
- Needlestick Injury (through Superannuation PLUS) (Category AA only)

The following benefit can be purchased where you have purchased the Total and Permanent Disablement Stand Alone benefit under the Superannuation Life Cover Plan to form part of the Maximiser benefit:

- Total and Permanent Disablement Stand Alone (Own Occupation)
   The following benefits can be purchased under Superannuation PLUS in conjunction with the Maximiser benefit which has been linked to a Total and Permanent Disablement Stand Alone benefit under the Life Cover benefit under the Superannuation Life Cover Plan:
  - Family Protection (through Superannuation PLUS)
  - Needlestick Injury (through Superannuation PLUS) (Category AA only)

A Total and Permanent Disablement (Own Occupation) benefit can only be purchased if the Life Insured is also covered under the Total and Permanent Disablement (Any Occupation) benefit under a Superannuation Life Cover Plan.

A Double Total and Permanent Disablement (Own Occupation) benefit can only be purchased if the Life Insured is also covered under the Double Total and Permanent Disablement (Any Occupation) benefit under a Superannuation Life Cover Plan.

A Total and Permanent Disablement Stand Alone (Own Occupation) benefit can only be purchased if the Life Insured is also covered under the Total and Permanent Disablement Stand Alone (Any Occupation) benefit under a Superannuation Life Cover Plan.

#### In condition 3:

- 'Life Cover Sum Insured' means the sum insured under the Life Cover benefit under the Life Cover Plan or under the Superannuation Life Cover Plan that is linked to this Policy through the purchase of a Superannuation PLUS or Maximiser benefit.
- 'Superannuation Life Cover Plan' refers to the Superannuation Life Cover Plan that is linked to this Policy through the purchase of a Superannuation PLUS or Maximiser benefit.
- 'Superannuation PLUS benefit' refers to the Superannuation PLUS benefit that links this Policy to a Superannuation Life Cover Plan.

#### **Important Notice**

This is not a savings plan and is without profits. The primary purpose of this Life Cover Plan is to provide a lump sum payment in the event of the Life Insured's death.

#### 3.1 Life Cover Benefit

The 'Life Cover Benefit' condition applies only if the Life Cover benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### a) Death

If the Life Insured dies prior to the Expiry Date of the benefit (see condition 3.25.1) We will pay a lump sum equal to the Life Cover Sum Insured

#### b) Final Expenses Benefit

- On the death of the Life Insured and subject to the conditions below, We will pay to the Policy Owner or nominated beneficiary at the time of death the lower of 10% of the Life Cover Sum Insured and \$25,000\*
  - \*\$25,000 is the maximum total amount that We will pay under the Final Expenses benefit in respect to the Life Cover benefit, any Term Cover benefit and the Accidental Death benefit under the Policy.
- A death certificate and proof of policy ownership must be provided to Us before payment can occur; and
- Any Final Expenses benefit payment under the Life Cover benefit will be deducted from the Life Cover Sum Insured and the balance remaining will be payable upon the settlement of the claim. The Final Expenses benefit is not a payment in addition to the Life Cover Sum Insured.

#### c) Complimentary Family Final Expenses Benefit

We will pay the Complimentary Family Final Expenses Benefit Sum Insured as a lump sum payment upon:

- the death of the Child, or
- the Child being diagnosed with a Terminal Illness and We confirm the diagnosis.

To be eligible for this benefit payment, the Child must be at least 2 years old and younger than 18 years old at the date of death or positive diagnosis. Additionally, once a policy has commenced on the life of the parent, any eligible Children are automatically covered under this Complimentary Family Final Expenses Benefit and the insured parent is not required to advise Us of eligible Children. This benefit covers all Children of the Life Insured. A claim on one Child will not negate this benefit for the other Children, if any.

The Complimentary Family Final Expenses Benefit Sum Insured we will pay in respect of an eligible Child will be the lower of:

- \$20,000; and
- 10% of the highest of the Sum Insured under the Life
  Cover, Term Cover and Accidental Death benefit under the
  Life Insured's Life Cover Plan at the time of the Child's
  death or Terminal Illness. Any payment made under the
  Complimentary Family Final Expenses Benefit will not reduce
  the Sum Insured of the Life Cover, Term Cover or Accidental
  Death benefit to which the Complimentary Family Final
  Expenses is a built in benefit.

We will only make one payment per Child under both this benefit and the Crisis Recovery Complimentary Family Protection benefit (if applicable). If We make a payment under this Complimentary Family Final Expenses benefit We will not make a payment under the Crisis Recovery Complimentary Family Protection benefit, and vice versa.

We will however, make one payment of up to \$20,000 under this Complimentary Family Final Expenses benefit, in addition to any payment under the optional Crisis Recovery Family Protection benefit (where the Family Protection benefit is an optional rider to another benefit purchased at an additional cost).

The maximum we will pay under this Complimentary Family Final Expenses benefit is \$200,000 and there is no Benefit Indexation (see condition 2.17) for this benefit.

This benefit will terminate when the Life Cover Plan is terminated.

#### d) Terminal Illness

If the Life Insured is diagnosed with a Terminal Illness as defined in condition 8, We will pay a lump sum amount of 100% of the Life Cover Sum Insured. Payment of the Terminal Illness benefit will reduce the Life Cover Sum Insured to nil.

The payment of the Terminal Illness benefit will not reduce the Sum Insured under any Accidental Death benefit, Total and Permanent Disablement Stand Alone benefit, Accidental Total and Permanent Disablement Stand Alone benefit, Universal Total and Permanent Disablement Stand Alone benefit or Loss of Independence benefit (issued on conversion from a Total and Permanent Disablement Stand Alone benefit).

#### e) Financial Planning Reimbursement

On the payment of a claim for the full Life Cover Sum Insured for either the death or the Terminal Illness of the Life Insured, We will reimburse the Policy Owner or the nominated beneficiary the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions outlined below. This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

#### Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

# 3.1.1 Guaranteed Future Insurability – Personal and Business Events

You may apply for increases in the Life Cover or Life Cover and Total and Permanent Disablement rider Sum Insured on the occurrence of certain 'Personal Events' and 'Business Events' to the Life Insured, without supplying further evidence of health or insurability. The Personal Events and Business Events covered and conditions applying are explained below.

# Personal Events covered are:

- Marriage;
- Permanent Separation;
- · First anniversary of Marriage;

- First anniversary of Permanent Separation;
- Death of a Spouse;
- Dependent Child commences Tertiary Education;
- Birth or adoption of a Child;
- Becoming a Carer (for the first time); and
- Effecting a first mortgage on the purchase of a home, or increasing an existing first mortgage for the purposes of building or renovation works on the home. (The mortgage must be on the Life Insured's principal place of residence with a mortgage provider.)

Definitions referrable to these Personal Events are in Condition 8 (under Guaranteed Future Insurability).

If the Life Cover or Life Cover and Total and Permanent Disablement Rider Benefit Sum Insured is increased on the occurrence of 'Marriage' or 'First anniversary of Marriage', it cannot be increased again on the occurrence of either of these Personal Events.

If the Life Cover or Life Cover and Total and Permanent Disablement Rider Benefit Sum Insured is increased on the occurrence of 'Separation' or 'First anniversary of Separation', it cannot be increased again on the occurrence of either of these Personal Events.

For 'Marriage', 'First anniversary of Marriage', 'Permanent Separation', 'First anniversary of Permanent Separation', 'Death of a Spouse', 'Dependent Child commences Tertiary Education', 'Birth or adoption of a Child' and 'Becoming a Carer (for the first time)' events, the Life Cover or Life Cover and Total and Permanent Disablement rider Sum Insured may be increased under this option by the lesser of:

- 25% of the original Life Cover or Life Cover and Total and Permanent Disablement Sum Insured; and
- \$200,000.

For the 'Effecting a first mortgage on the purchase of a home, or increasing an existing first mortgage' event, the Life Cover or Life Cover and Total and Permanent Disablement rider Sum Insured may be increased under this option by the lowest of:

- 50% of the original Life Cover or Life Cover and Total and Permanent Disablement rider Sum Insured;
- the amount of the first mortgage;
- the amount of the increase of the first mortgage; and
- \$200.000.

#### Business Events covered are:

- Where the Life Insured is a key person in a business (e.g. working partner or director, significant shareholder) and the value of their financial interest, including loan guarantees in the business, averaged over the last three years, increases;
- Where the Life Insured is a key person in a business, and the Life Insured's value to the business, averaged over the last three years, increases;
- Where the Policy forms part of a written buy/sell, share purchase
  or business succession agreement and the Life Insured is a
  partner, shareholder or unit holder in the business, and the value
  of the Life Insured's financial interest in the business, averaged
  over the last three years, increases; and
- Where the Policy forms part of a loan guarantee from the Life Insured

For a business event, the Life Cover or Life Cover and Total and Permanent Disablement rider Sum Insured may be increased under this option by the lowest of:

- 25% of the original Life Cover or Life Cover and Total and Permanent Disablement rider Sum Insured;
- the increase in the value of the Life Insured's financial interest in the business or of the Life Insured's value to the business, whichever is appropriate, averaged over the last three years; and
- \$500,000.

The provision of this option is subject to the following conditions:

- The original application for insurance cover was accepted by Us on standard terms without any specific policy exclusions;
- The Guaranteed Future Insurability option can only be exercised up to the latest Policy Anniversary prior to the Life Insured's 55th birthday;
- 3. The Policy Owner or Life Insured must not have made or be eliqible to make a claim on any life insurance policy issued by Us;
- 4. The maximum increase made from all circumstances under this option over a 5-year period will be the lesser of:
  - twice the original Sum Insured, and
  - \$1,000,000.
- 5. There is a maximum of one increase in any 12-month period, and a maximum of five increases in total;
- 6. The application to increase the Life Cover or Life Cover and Total and Permanent Disablement rider Sum Insured under this option must occur within 30 days after the occurrence of a personal event and before that date which is 30 days after the first Policy Anniversary following a business event; and
- 7. Life Cover or Life Cover and Total and Permanent Disablement rider Sum Insured increases will be approved under this option upon Our receipt of proof, satisfactory to Us, of the occurrence and the date of the personal event or business event.
- 8. During the first six months after an increase in the Life Cover Sum Insured the cover for the increase will be death by accident only.
- 9. A suicide exclusion clause will apply to the increase in the Life Cover Sum Insured in the first 13 months following the increase.
- 10. The Total and Permanent Disablement Sum Insured under the Life Cover benefit cannot be increased without a corresponding increase in the Life Cover Sum Insured occurring simultaneously i.e. both Sums Insured must increase by the same amount and at the same effective date. However, the Life Cover Sum Insured can be increased without any increase in the Total and Permanent Disablement Sum Insured occurring simultaneously i.e. the Life Cover Sum Insured can be increased with the Total and Permanent Disablement Sum Insured remaining unchanged.

#### 3.1.2 Benefit Reduction

The Life Cover Sum Insured will be reduced by the payment of a claim, including any partial payments, under the following benefits:

- Terminal Illness,
- Final Expenses,
- Total and Permanent Disablement (including Partial and Permanent Disablement),
- Accidental Total and Permanent Disablement (including Accidental Partial and Permanent Disablement).
- Universal Total and Permanent Disablement,
- Partial Payments under:
  - Double Total and Permanent Disablement,

- Double Crisis Recovery,
- Crisis Recovery (including payment made under the Chronic Diagnosis Advancement benefit),
- Loss of Independence (issued on conversion from a Crisis Recovery or a Total and Permanent Disablement benefit), and.
- Accidental Loss of Independence.

The Life Cover Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Life Cover Sum Insured.

#### 3.1.3 Termination

The Life Cover benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

# 3.2 Crisis Recovery Benefit

The 'Crisis Recovery Benefit' condition applies only if the Crisis Recovery benefit has been selected. The benefits selected are shown on the Policy Schedule.

The Crisis Recovery benefit provides cover against the Crisis Events within the Crisis Events Groups as shown in condition 3.2.1.

### a) Crisis Events

If the Life Insured is diagnosed with one of the Crisis Events for which the Life Insured is covered under this benefit and if We confirm the diagnosis, We will pay a lump sum equal to the Crisis Recovery Sum Insured. Upon the payment of a claim for the full Crisis Recovery Sum Insured in respect of a Crisis Event, the Crisis Recovery benefit will cease and no further Crisis Recovery benefit will be paid for any subsequent Crisis Event under the benefit. The Crisis Recovery benefit can be reinstated if You have selected the Crisis Reinstatement benefit (see condition 3.4).

### b) Financial Planning Reimbursement

On the payment of a claim for the full Crisis Recovery Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below. This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

#### Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

#### 3.2.1 Crisis Events

The Crisis Events covered in each Crisis Events group are listed below under each Crisis Events group and are defined in condition 8.

#### **Cancer Events**

Cancer

#### **Coronary Events**

- Cardiomyopathy
- Coronary Artery Angioplasty
- Coronary Artery By-pass Surgery
- Heart Attack
- Heart Valve Surgery
- Other Serious Coronary Artery Disease
- Out of Hospital Cardiac Arrest
- Pulmonary Arterial Hypertension (primary)
- Stroke
- Surgery to the Aorta

#### Other Serious Crisis Events

- Accidental HIV Infection
- Alzheimer's Disease
- Aplastic Anaemia
- Bacterial Meningitis
- Benign Brain Tumour
- Blindness
- Chronic Liver Disease
- Chronic Lung Disease
- Coma
- Dementia
- Diplegia
- Hemiplegia
- Intensive Care
- Kidney FailureLoss of Hearing
- Loss of Independence
- · Loss of Use of Limbs and/or Sight
- Loss of Speech
- Major Burns
- Major Head Trauma
- Major Organ Transplant
- Motor Neurone Disease
- Multiple Sclerosis
- Muscular Dystrophy
- Paraplegia
- Parkinson's Disease
- Pneumonectomy
- Quadriplegia
- Severe Diabetes
- Severe Rheumatoid Arthritis
- Viral Encephalitis

After any partial payment for Benign Brain Tumour, Cancer, Coronary Artery Angioplasty, Loss of Use of Limbs and/or Sight or Rheumatoid Arthritis, the Crisis Recovery Sum Insured will be reduced by the payment made.

Once total payments under the Crisis Recovery benefit reach the Crisis Recovery Sum Insured the Crisis Recovery benefit will cease.

In the event of the payment of a claim, including a claim under the Chronic Diagnosis Advancement benefit (see condition 3.2.4), the Life Cover Sum Insured and the Sum Insured under any Total and Permanent Disablement benefit (under the Life Cover Plan or superannuation Life Cover benefit or Superannuation PLUS benefit) or Loss of Independence benefit will be reduced by the amount of the payment made under this benefit.

#### 3.2.1.1 Special Acceptance Terms

We may offer You Crisis Recovery cover under special acceptance terms which will include some, and not all, of the Crisis Events groups listed in condition 3.2.1. These Crisis Recovery modules and the Crisis Events groups available under each module are listed below:

#### **Cancer and Coronary:**

- Cancer Events, and
- Coronary Events.

#### **Cancer Plus:**

- Cancer Events, and
- Other Serious Crisis Events.

#### **Coronary Plus:**

- Coronary Events, and
- Other Serious Crisis Events.

# 3.2.2 Qualifying Period on Commencement, Increase or Reinstatement

The Crisis Recovery benefit will not be paid if the Life Insured sustains one of the Crisis Events listed below within three months after the benefit commencement date or the date of any increase or reinstatement of the benefit. These Crisis Events are:

- Accidental HIV Infection
- Benign Brain Tumour
- Cancer
- Coronary Artery Angioplasty
- Coronary Artery By-pass Surgery
- Heart Attack
- Heart Valve Surgery
- Major Organ Transplant
- Other Serious Coronary Artery Disease
- Pulmonary Arterial Hypertension (primary)
- Stroke
- Severe Diabetes
- Surgery to the Aorta

On any increase in the Sum Insured under this benefit, the same condition applies from the date of the increase in relation to the amount of the increase.

The three months qualifying period will be waived provided this is a replacement policy from a previous insurer with the same sum insured or lower, and the full qualifying period under the in force policy to be replaced has elapsed.

#### 3.2.3 Pre-existing Condition

If the Life Insured has a Pre-existing Condition (as defined in condition 8) and has not disclosed full details to Us before the benefit commencement date (as shown in Your Policy Schedule) or the date of any increase, reinstatement or improvement of the benefit, then the Crisis Recovery benefit will not be paid in respect of that Crisis Event and any associated Crisis Event(s).

# 3.2.4 Chronic Diagnosis Advancement Benefit

The Chronic Diagnosis Advancement benefit is an advanced payment of the Crisis Recovery benefit, payable when certain Crisis Events (see below) have been diagnosed, but have not yet met the definition of that Crisis Event as described in condition 8 of the Policy.

The payment is 25% of the Crisis Recovery Sum Insured, to a maximum of \$25,000 under all policies issued by Us covering the Life Insured.

The Chronic Diagnosis Advancement benefit will be paid if an appropriate specialist Medical Practitioner confirms, to Our satisfaction, that the Life Insured has suffered or been medically diagnosed with one of the following Crisis Events:

- Motor Neurone disease,
- Multiple Sclerosis,
- Muscular Dystrophy, and
- Parkinson's Disease

but has not yet met the definition of that Crisis Event in condition 8 of the Policy.

If the Chronic Diagnosis Advancement benefit is paid, the Crisis Recovery Sum Insured will be reduced by the amount paid. If the Life Insured subsequently qualifies for the payment of the Crisis Recovery benefit, the reduced Crisis Recovery benefit will be paid.

Only one Chronic Diagnosis Advancement benefit payment will be made in respect of the Life Insured.

# 3.2.5 Proof of Positive Diagnosis of a Crisis Event Required

Written proof of positive diagnosis of a Crisis Event must be provided to Us at Our head office in the case of claim within 90 days after the date of such diagnosis. Failure to provide such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is provided as soon as is reasonably possible. We shall at Our own expense have the right and opportunity to examine the Life Insured when and as often as We may reasonably require in connection with a claim.

The Crisis Recovery benefit will not be payable unless the Crisis Event and the date thereof is confirmed in writing by a Medical Practitioner(s) and/or legally qualified pathologist(s), and who shall base their diagnosis solely on the definition contained herein of the particular Crisis Event after a study of the histological material and clinical presentation based on the medical history, physical examination, radiological studies, and the results of any other diagnostic procedures performed on the Life Insured. Any such diagnosis must be confirmed by Us.

### 3.2.6 Claim Forms

Following receipt of a written notice of claim, We shall supply You with the appropriate form(s) to enable proof of positive diagnosis to be filed with Us.

#### 3.2.7 Limitations

The maximum Crisis Recovery benefit to be paid in respect of any and all claims arising from coverage under this benefit will not exceed in total the Crisis Recovery Sum Insured.

After the happening of one Crisis Event for which payment of the full Crisis Recovery Sum Insured has been made, no further amount will be payable under the Crisis Recovery benefit. The Crisis Recovery benefit can be reinstated if You have selected the Crisis Reinstatement benefit (see condition 3.4).

The Crisis Recovery benefit does not cover any disease, sickness or incapacity other than a Crisis Event as defined herein that occurs during the period the Crisis Recovery benefit remains in force.

There are limitations on the payment of the Crisis Recovery benefit where the Crisis Event relates to Skin Cancer, Carcinoma-in-situ, Prostate Cancer, Coronary Artery Angioplasty, Benign Brain Tumour, Loss of Use of Limbs and/or Sight or Rheumatoid Arthritis. See the definitions of Cancer and Coronary Artery Angioplasty in condition 8.

#### 3.2.8 Benefit Reduction

The Crisis Recovery Sum Insured will be reduced by the payment of a claim, including any partial payments, under the following benefits:

- · Crisis Recovery,
- Chronic Diagnosis Advancement,
- Terminal Illness under the Life Cover benefit under the Life Cover Plan or under a Life Cover benefit under a linked Superannuation Life Cover Plan,
- Total and Permanent Disablement under the Life Cover benefit under the Life Cover Plan, a linked superannuation Life Cover benefit or the Superannuation PLUS benefit,
- Universal Total and Permanent Disablement under the Life Cover benefit under the Life Cover Plan, a linked Superannuation Life Cover benefit or the Superannuation PLUS benefit,
- Accidental Total and Permanent Disablement under the Life Cover benefit under the Life Cover Plan, a linked Superannuation Life Cover benefit or the Superannuation PLUS benefit,
- Double Total and Permanent Disablement (including Partial and Permanent Disablement) under the Life Cover benefit under the Life Cover Plan, a linked Superannuation Life Cover benefit or the Superannuation PLUS benefit,
- Double Universal Total and Permanent Disablement under the Life Cover benefit under the Life Cover Plan, a linked Superannuation Life Cover Plan or the Superannuation PLUS benefit
- Loss of Independence (issued on conversion from a total and permanent disablement benefit) under the Life Cover Plan, and
- Accidental Loss of Independence (issued on conversion from an accidental total and permanent disablement benefit) under the Life Cover Plan.

The Crisis Recovery Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Crisis Recovery Sum Insured.

# 3.2.9 Conversion to Loss of Independence and Sum Insured Reduction

#### 3.2.9.1 Benefit

If the Life Insured is covered under the Crisis Recovery benefit and there has not been a claim under the Policy, then the Crisis Recovery benefit may convert to a Loss of Independence benefit at the Expiry Date of the Crisis Recovery benefit and may continue until the Expiry Date of the Policy. This conversion to a Loss of Independence benefit is not available to Occupation Category E.

We will pay the Loss of Independence Sum Insured if the Life Insured meets the Loss of Independence definition (see condition 8). We will pay the Loss of Independence benefit once only.

In the event of a claim under the Loss of Independence benefit, the Life Cover Sum Insured will be reduced by any amount paid under this benefit

The Loss of Independence Sum Insured will be reduced by any payment under the Terminal Illness benefit (under the Life Cover benefit under the Life Cover Plan or a linked Superannuation Life Cover Plan).

### 3.2.9.2 Loss of Independence Sum Insured

The total of the Loss of Independence and Accidental Loss of Independence Sums Insured will include the Sum(s) Insured, if any, converted from the following benefits under the Policy:

- a) Crisis Recovery (see condition 3.2) (under the Life Cover benefit or Superannuation PLUS benefit)
- b) Total and Permanent Disablement (see condition 3.6) (under the Life Cover benefit or Superannuation PLUS benefit)
- c) Double Total and Permanent Disablement (see condition 3.8) (under the Life Cover benefit or Superannuation PLUS benefit)
- d) Total and Permanent Disablement Stand Alone (see condition 3.20) (under the Life Cover Plan)
- e) Universal Total and Permanent Disablement (see condition 3.10) (under the Life Cover benefit or Superannuation PLUS benefit)
- f) Double Universal Total and Permanent Disablement (see condition 3.11) (under the Life Cover benefit or Superannuation PLUS benefit)
- g) Universal Total and Permanent Disablement Stand Alone (see condition 3.22) (under the Life Cover Plan)
- h) Accidental Total and Permanent Disablement (see condition 3.9) (under the Life Cover benefit or Superannuation PLUS benefit)
- i) Accidental Total and Permanent Disablement Stand Alone (see condition 3.21) (under the Life Cover Plan)

# 3.2.9.3 Loss of Independence and Sum Insured Reduction at age 70 – Occupation Categories AAA, AA, A, B, C, CT, D and Home Duties

The Loss of Independence Sum Insured will be the sum of the:

- Total and permanent disablement stand alone Sums Insured (described in 'd', 'g' and 'i' of condition 3.2.9.2); and
- The greater of the:
  - Crisis Recovery Sum Insured (described in 'a' of condition 3.2.9.2); and
  - The greatest of the total and permanent disablement Rider Benefit Sums Insured (described in 'b', 'c', 'e', 'f' or 'h' of condition 3.2.9.2).

If, at the Policy Anniversary where the Life Insured is aged 70 next birthday, the Loss of Independence Sum Insured obtained is greater than \$2,000,000 it will be reduced to \$2,000,000 (see condition 3.2.9.4).

#### 3.2.9.4 Sum Insured Reductions - You Choose

Where the total of the Sums Insured for one or more benefits needs to be reduced in accordance with a rule under this Policy that limits the maximum amount of that total, You can choose which Sums

Insured (out of the benefit(s) whose Sums Insured make up the total that needs to be reduced) You want to reduce or cancel and You must instruct Us accordingly. In the event that no such instructions are received by Us, We will reduce these Sums Insured as We determine and advise You in writing.

## 3.2.10 Complimentary Family Protection Benefit

If the Life Insured's Child is aged at least 2 years and younger than 18 years at the time of positive diagnosis and We confirm the diagnosis, with one or more of the Crisis Events listed within this condition or if the Life Insured's Child dies, We will pay a lump sum. This benefit covers all of the Life Insured's eligible Children. The maximum benefit We will pay in respect of a Child will be the lower of \$20,000 and the Crisis Recovery, Double Crisis Recovery or the Crisis Recovery Stand Alone Sum Insured at the time of positive diagnosis of the Crisis Event.

Only one payment will be made per Child, regardless of the number of policies that cover the Child. A claim on one Child will not negate this benefit for the Life Insured's other Children, if any.

The sum of all payments under this benefit cannot exceed the Crisis Recovery, Double Crisis Recovery or the Crisis Recovery Stand Alone Sum Insured. There is no Benefit Indexation (see condition 2.17) for this benefit.

The Complimentary Family Protection benefit will not be paid if the Life Insured's Child is diagnosed with a Crisis Event or dies within 3 months of this benefit commencing.

If, prior to the policy commencement date, the date of reinstatement of this benefit or reaching the age of 2 years, the Life Insured's Child has:

- a) suffered a listed Crisis Event; or
- experienced any symptoms, consulted a Medical Practitioner or undergone any investigation leading to a diagnosis of a listed Crisis Event after the commencement date or the date of reinstatement of this benefit or after reaching the age of 2 years or leading to the Life Insured's Child's death;

the Complimentary Family Protection benefit will not be paid in respect of that Crisis Event or any associated Crisis Event or of the Child's death.

No payment will be made if the event causing death or the Crisis Event was caused by

- a congenital condition; or
- an intentional act of the Child's parent or quardian; or
- an intentional act of someone who lives with or supervises the Child: or
- an intentional act of the Policy Owner.

# List of Crisis Events covered under Complimentary Family Protection benefit

- Aplastic Anaemia
- Bacterial Meningitis
- Benign Brain Tumour
- Blindness
- Cancer\*
- Coma
- Death
- Diplegia
- Heart Attack
- Hemiplegia

- Kidney Failure
- Loss of Hearing
- Loss of Use of Limbs and/or Sight<sup>#</sup>
- · Loss of Speech
- Major Burns
- Major Head Trauma
- Major Organ Transplant
- Pulmonary Arterial Hypertension (primary)
- Paraplegia
- Quadriplegia
- Stroke
- Terminal Illness
- Viral Encephalitis
- \* For Cancer
  - No payment for carcinoma-in-situ of any organ
  - No payment for melanoma with a Breslow level <1.0mm thickness and/or < Clark level 3 depth of invasion.</li>
- For Loss of Use of Limbs and/or Sight No payment for loss of use of one limb or loss of sight in one eye

Written proof of positive diagnosis of a Crisis Event must be provided to Us at Our head office in the case of claim within 90 days after the date of such diagnosis. Failure to provide such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is provided as soon as is reasonably possible. We shall at Our own expense have the right and opportunity to examine the Child when and as often as We may reasonably require in connection with a claim. The Complimentary Family Protection benefit will not be payable unless the Crisis Event and the date thereof is confirmed in writing by a Medical Practitioner(s) and/or legally qualified pathologist(s), and who shall base their diagnosis solely on the definition contained herein of the particular Crisis Event after a study of the histological material and clinical presentation based on the medical history, physical examination, radiological studies, and

If the Crisis Recovery benefit has been reinstated via the Crisis Reinstatement benefit (see condition 3.4), the Complimentary Family Protection benefit will be automatically reinstated.

Insured Child. Any such diagnosis must be confirmed by Us.

the results of any other diagnostic procedures performed on the

#### **Termination of Complimentary Family Protection benefit**

This benefit will terminate when the Crisis Recovery benefit, Double Crisis Recovery benefit or Crisis Recovery Stand Alone benefit is terminated or reduced to nil. This benefit does not give the Child the right to purchase a separate Crisis Recovery benefit, Double Crisis Recovery benefit or Crisis Recovery Stand Alone benefit, on standard terms and conditions without evidence of health.

#### 3.2.11 Termination

The Crisis Recovery benefit will terminate on the:

- death of the Life Insured;
- payment of the full Sum Insured under the benefit;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled; or
- date the Superannuation Life Cover Plan lapses or is cancelled (where taken as a Superannuation PLUS benefit); whichever is the earliest to occur.

# 3.3 Crisis Recovery Buy-back Benefit

The 'Crisis Recovery Buy-back Benefit' condition applies only if the Crisis Recovery Buy-back benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.3.1 Benefit

If a claim is paid for the full Sum Insured under the Crisis Recovery benefit, the Life Cover Sum Insured (and any Total and Permanent Disablement Sum Insured, Accidental Total and Permanent Disablement Sum Insured or Universal Total and Permanent Disablement Sum Insured under the Life Cover Plan, superannuation Life Cover benefit or Superannuation PLUS benefit) will be reduced by the amount of the claim paid. The Crisis Recovery Buy-back benefit allows You the option to repurchase at the option date the reduction in the Life Cover Sum Insured (only). The option date is 12 months after the date of the claim payment. The option must be exercised within 30 days after the option date. This repurchase will be subject to the premium rates then applicable for the Life Insured's age next birthday.

No further Crisis Recovery benefit will be payable and any reduction in the Total and Permanent Disablement Sum Insured, Accidental Total and Permanent Disablement Sum Insured, or Universal Total and Permanent Disablement Sum Insured, (under Life Cover Plan, superannuation Life Cover benefit or Superannuation PLUS benefit) will not be reinstated.

The Crisis Recovery Buy-back benefit does not apply where the reduction in the Life Cover Sum Insured was due to the payment of a benefit less than 100% of the Crisis Recovery Sum Insured for a Cancer, Coronary Artery Angioplasty, Loss of Use of Limbs and/or Sight, Rheumatoid Arthritis or the payment of the Chronic Diagnosis Advancement benefit.

The repurchase of the Life Cover Sum Insured will be:

- subject to Our premium rates applicable at the time of buy back;
- available without evidence of health; and provided on the same underwriting acceptance terms as were applied to the original Life Cover benefit.

### 3.3.2 Termination

The Crisis Recovery Buy-back benefit will terminate on the:

- date the buy-back option under the benefit is exercised;
- death of the Life Insured;
- 30 days after the expiration of 12 months from the date of payment of the full Sum Insured under the Crisis Recovery benefit;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled; or
- date the Superannuation Life Cover Plan lapses or is cancelled (where taken as a Superannuation PLUS benefit);

whichever is the earliest to occur.

#### 3.4 Crisis Reinstatement Benefit

The 'Crisis Reinstatement Benefit' condition applies only if the Crisis Reinstatement benefit has been selected. The benefits selected are shown on the Policy Schedule.

After a Crisis Recovery benefit has been paid for the full Sum Insured or for the restricted Sum Insured after diagnosis of Prostate Cancer, the Policy Owner will have the option of reinstating the Crisis Recovery Sum Insured on the first anniversary of the date of payment of the Crisis Recovery benefit. The reinstatement must occur within the first 30 days after the first anniversary of the date on which Your claim was paid.

You must notify Us in writing during that 30 day period if You choose to reinstate Your Crisis Recovery benefit. Otherwise the option will lapse.

The Crisis Reinstatement benefit can only be purchased with the Crisis Recovery Buy-back benefit. The Crisis Recovery Buy-back option will have to be exercised at the same time as the Crisis Reinstatement option. The Crisis Recovery Sum Insured at all times may not exceed the Life Cover Sum Insured.

After a Crisis Recovery benefit has been reinstated, We will pay a partial benefit for a second Cancer or Heart Attack Crisis Event which occurs after the reinstatement of the benefit. In this case we will pay the lower of:

- \$50,000; and
- 10% of the reinstated Crisis Recovery Sum Insured.

After the Crisis Recovery benefit has been reinstated, the premium for the Crisis Recovery benefit will be based on the Crisis Recovery benefit in force prior to the payment of the claim in respect to a Crisis Event.

The Crisis Recovery benefit can be reinstated only once under the Crisis Reinstatement benefit.

#### 3.4.1 Conditions and Limitations

Once the Crisis Recovery benefit has been reinstated we will not pay for a Crisis Event that is related to, or caused by, the medical condition resulting in the original claim under the Crisis Recovery benefit other than for a second Heart Attack or second Cancer Crisis Event.

#### a) Cancer Crisis Event

Where the Crisis Recovery Sum Insured has been reinstated following the full payment of a Cancer Crisis Event We will reinstate the Sum Insured covering;

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Cancer Crisis Event related to or caused by the same medical condition where a partial payment will be payable in respect of the second Cancer Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Sum Insured.

#### **Prostate Cancer Crisis Event**

#### **Full Reinstatement**

Where a Crisis Recovery Sum Insured has been fully paid as a result of a Life Insured's prostate cancer, we will reinstate the Crisis Recovery Sum Insured covering;

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Cancer Crisis Event related to or caused by the same medical condition where a partial payment will be payable in respect of the second Cancer Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Sum Insured.

#### **Restricted Reinstatement**

Where a restricted benefit payment of \$500,000 has been paid as a result of diagnosis of prostate cancer stage of T1a (using the TNM classification system) we will then upon your request reinstate the Crisis Recovery Sum Insured in respect of that paid amount covering;

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Cancer Crisis Event related to or caused by the same medical condition where a partial payment will be payable in respect of the second Cancer Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Sum Insured.

A partial payment for a second Heart Attack or Cancer event is limited to \$50,000 under the total reinstated policy.

On the further diagnosis of Prostate Cancer stage T1b or greater (using the TNM classification system) by a Medical Practitioner or on the Life Insured undergoing major interventionist therapy, the retained portion of the Crisis Recovery Sum Insured (in excess of the \$500,000 amount previously paid) will be paid under the Crisis Recovery benefit. That retained portion can then (on Your request) be reinstated to cover:

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Cancer Crisis Event related to or caused by the same medical condition where a partial payment will be payable in respect of the second Cancer Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Sum Insured.

A partial payment for a second Heart Attack or Cancer event is limited to \$50,000 under the total reinstated policy.

#### Example 1:

- The Life Insured holds a Crisis Recovery benefit with a sum insured of \$800,000 and a Crisis Reinstatement benefit.
- The Life Insured meets the definition of prostate cancer stage T1a, a restricted benefit payment of \$500,000 will be paid.

If within 12 months of the prostate cancer T1a claim the client then suffers a Heart Attack, and meets the definition of Heart Attack, a benefit payment amount of \$300,000 will be paid.

12 months after the prostate cancer stage T1a claim, we will then upon your request reinstate the \$500,000 Sum Insured to cover:

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Cancer Crisis Event related to or caused by the same medical condition where a partial payment will be payable in respect of the second Cancer Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Sum Insured.

A partial payment for a second Heart Attack or Cancer event is limited to \$50,000 under the total reinstated policy.

12 months after the Heart Attack claim, we will then upon your request reinstate the \$300,000 Sum Insured to cover:

- all Cancer Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Heart Attack Crisis Event related to or caused by the same medical condition where a partial benefit will be payable in respect of the second Heart Attack Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Sum Insured.

A partial payment for a second Heart Attack or Cancer event is limited to \$50,000 under the total reinstated policy.

#### Example 2:

- The Life Insured holds a Crisis Recovery benefit with a sum insured \$800,000 and a Crisis Reinstatement benefit.
- The Life Insured meets the definition of prostate cancer stage T1a, a restricted benefit payment of \$500,000 will be paid.

12 months after the prostate cancer stage T1a claim, we will then upon your request reinstate the \$500,000 Sum Insured to cover:

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Cancer Crisis Event related to or caused by the same medical condition where a partial payment will be payable in respect of the second Cancer Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Sum Insured.

A partial payment for a second Heart Attack or Cancer event is limited to \$50,000 under the total reinstated policy.

On the further diagnosis of Prostate Cancer stage T1b (using the TNM classification system) by a Medical Practitioner or the undergoing of major interventionist therapy the retained Sum Insured amount of \$300,000 will be paid under the Crisis Recovery benefit. In addition the partial payment of \$50,000 under the reinstated Coronary Plus will be paid.

We will then upon your request reinstate the remaining \$300,000 Sum Insured to cover:

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and

No further partial payment will be covered under the total reinstated policy.

See condition 3.2.7 for rules relating to the payment of Crisis Recovery benefit in the event of prostate cancer.

#### b) Coronary Crisis Event

Where the Crisis Recovery Sum Insured has been reinstated following the full payment of a Coronary Crisis Event other than a Heart Attack, We will reinstate that Sum Insured covering;

- · Cancer, and
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness).

Cover for all Coronary Crisis Events including a Heart Attack will be excluded.

#### **Heart Attack Crisis Event**

Where the Crisis Recovery Sum Insured has been reinstated following the full payment in respect of a Heart Attack Crisis Event, We will reinstate the Sum Insured covering;

- Cancer.
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Heart Attack related to or caused by the same medical condition where a partial benefit will be payable in respect of the second Heart Attack Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Sum Insured.

### c) Other Serious Crisis Events

Where the Crisis Recovery Sum Insured has been reinstated following the full payment of an Other Serious Crisis Event, We will reinstate that Sum Insured covering;

- Cancer Crisis Event,
- all Coronary Crisis Events, and
- all Other Serious Crisis Events (excluding the Crisis Event for which the original claim was made, Loss of Independence and Terminal Illness).

## 3.4.2 Termination

The Crisis Reinstatement benefit will terminate on the earliest to occur of:

- date the reinstatement option under the benefit is exercised;
- death of the Life Insured;
- 30 days after the expiration of 12 months from the date of payment of the full Sum Insured under the Crisis Recovery benefit;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled; or
- date the Superannuation Life Cover Plan lapses or is cancelled (where taken as a Superannuation PLUS benefit).

# 3.5 Double Crisis Recovery Benefit

The 'Double Crisis Recovery Benefit' condition applies only if the Double Crisis Recovery benefit has been selected. The benefits selected are shown on the Policy Schedule.

The Double Crisis Recovery benefit provides cover against the Crisis Events within the Crisis Events Groups as shown in condition 3.2.1.

#### 351 Renefit

If the Life Insured is diagnosed with one of the Crisis Events for which the Life Insured is covered under this benefit and if We confirm the diagnosis, We will pay a lump sum equal to the Double Crisis Recovery Sum Insured. Upon the payment of a claim for the full Double Crisis Recovery Sum Insured in respect of a Crisis Event, the Double Crisis Recovery benefit will cease and no further Double Crisis Recovery benefit will be paid for any subsequent Crisis Event under the benefit.

If We pay the full Double Crisis Recovery Sum Insured:

- the linked Life Cover Sum Insured amount will not be reduced; and
- We shall waive all future premiums for the linked Life Cover benefit, up to the latest Policy Anniversary prior to the Life Insured's: 65th birthday (Occupational Categories AAA, AA, A, B, C, CT, D & Home Duties) or 55th birthday (Occupational Category E).

Direct premium payments by the Policy Owner will then resume.

### 3.5.2 Complimentary Family Protection Benefit

See the Complimentary Family Protection benefit Terms and Conditions (condition 3.2.10).

# 3.5.3 Financial Planning Reimbursement

See the Financial Planning Reimbursement benefit Terms and Conditions (condition 3.2 (b)).

#### 3.5.4 Qualifying Period on Commencement or Increase

The Double Crisis Recovery benefit will not be paid if the Life Insured sustains one of the Crisis Events listed below within three months after the benefit commencement date or the date of any increase of the benefit. These Crisis Events are:

- Accidental HIV Infection
- Benign Brain Tumour
- Cancer
- Coronary Artery Angioplasty
- Coronary Artery By-pass Surgery
- Heart Attack
- Heart Valve Replacement
- Major Organ Transplant
- Other Serious Coronary Artery Disease
- Pulmonary Arterial Hypertension (primary)
- Severe Diabetes
- Stroke
- Surgery to the Aorta

On any increase in the Sum Insured under this benefit, the same condition applies from the date of the increase in relation to the amount of the increase.

The three months qualifying period will be waived provided this is a replacement policy from a previous insurer with the same sum

insured or lower, and the full qualifying period under the in force policy to be replaced has elapsed.

### 3.5.5 Pre-existing Condition

If the Life Insured has a Pre-existing Condition (as defined in condition 8) and has not disclosed full details to Us before the benefit commencement date (as shown in Your Policy Schedule) or the date of any increase or improvement of the benefit, then the Double Crisis Recovery benefit will not be paid in respect of that Crisis Event and any associated Crisis Event(s).

#### 3.5.6 Chronic Diagnosis Advancement Benefit

The Chronic Diagnosis Advancement benefit is an advanced payment of the Double Crisis Recovery benefit, payable when certain Crisis Events (see below) have been diagnosed, but have not yet met the definition of that Crisis Event as described in condition 8 of the Policy.

The payment is 25% of the Double Crisis Recovery Sum Insured, to a maximum of \$25,000 under all policies issued by Us covering the Life Insured

The Chronic Diagnosis Advancement benefit will be paid if an appropriate specialist Medical Practitioner confirms, to Our satisfaction, that the Life Insured has suffered or been medically diagnosed with one of the following Crisis Events:

- Motor Neurone disease,
- Multiple Sclerosis,
- Muscular Dystrophy, and
- Parkinson's Disease

but has not yet met the definition of that Crisis Event in condition 8 of the Policy.

If the Chronic Diagnosis Advancement benefit is paid, the Double Crisis Recovery Sum Insured will be reduced by the amount paid. If the Life Insured subsequently qualifies for the payment of the Double Crisis Recovery benefit, the reduced Double Crisis Recovery benefit will be paid.

Only one Chronic Diagnosis Advancement benefit payment will be made in respect of the Life Insured.

# 3.5.7 Proof of Positive Diagnosis of a Crisis Event Required

Written proof of positive diagnosis of a Crisis Event must be provided to Us at Our head office in the case of claim within 90 days after the date of such diagnosis. Failure to provide such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is provided as soon as is reasonably possible. We shall at Our own expense have the right and opportunity to examine the Life Insured when and as often as We may reasonably require in connection with a claim.

The Double Crisis Recovery benefit will not be payable unless the Crisis Event and the date thereof is confirmed in writing by a Medical Practitioner(s) and/or legally qualified pathologist(s), and who shall base their diagnosis solely on the definition contained herein of the particular Crisis Event after a study of the histological material and clinical presentation based on the medical history, physical examination, radiological studies, and the results of any other diagnostic procedures performed on the Life Insured. Any such diagnosis must be confirmed by Us.

#### 3.5.8 Claim Forms

Following receipt of a written notice of claim, We shall supply You with the appropriate form(s) to enable proof of positive diagnosis to be filed with Us.

#### 3.5.9 Limitations

- This benefit is not payable:
  - if a claim for Terminal Illness (as defined in condition 8) is in progress or has previously been paid for the Life Insured by Us or any other insurer.
- if the Life Insured dies within 14 days from the date the Life Insured suffered the Injury or Sickness which directly or indirectly caused His or Her Crisis Event.
- After the Double Crisis Recovery benefit becomes payable, Benefit Indexation (see condition 2.17) cannot apply and cannot be exercised in respect of the linked Life Cover Sum Insured.
- The maximum Double Crisis Recovery benefit to be paid in respect of any and all claims arising from coverage under this benefit will not exceed in total the Double Crisis Recovery Sum Insured.
- After the happening of one Crisis Event for which payment of the full Double Crisis Recovery Sum Insured has been made, no further amount will be payable under the Double Crisis Recovery benefit.
- The Double Crisis Recovery benefit does not cover any disease, sickness or incapacity other than a Crisis Event as defined herein that occurs during the period the Double Crisis Recovery benefit remains in force.

There are limitations on the payment of the Double Crisis Recovery benefit where the Crisis Event relates to Skin Cancer, Carcinoma-in-situ, Prostate Cancer, a Coronary Artery Angioplasty, Benign Brain Tumour or Loss of Use of Limbs and/or Sight. See the definitions of Cancer, Coronary Artery Angioplasty and or Loss of Use of Limbs and/or Sight in condition 8.

#### 3.5.10 Benefit Reduction

The Double Crisis Recovery Sum Insured will be reduced by any payment of a claim, including any partial payments, under the following benefits:

- Double Crisis Recovery,
- Chronic Diagnosis Advancement,
- Terminal Illness under the Life Cover benefit under the Life Cover Plan or under the Life Cover benefit under a linked Superannuation Life Cover Plan.
- Total and Permanent Disablement under the Life Cover benefit under the Life Cover Plan, a linked superannuation Life Cover benefit or the Superannuation PLUS benefit,
- Universal Total and Permanent Disablement under the Life Cover benefit under the Life Cover Plan, a linked Superannuation Life Cover benefit or the Superannuation PLUS benefit,
- Accidental Total and Permanent Disablement under the Life Cover benefit under the Life Cover Plan, a linked Superannuation Life Cover benefit or the Superannuation PLUS benefit,
- Loss of Independence under the Life Cover Plan.

The Double Crisis Recovery Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Double Crisis Recovery Sum Insured.

# 3.5.11 Conversion to Crisis Recovery at age 65 Occupation Categories AAA, AA, A, B, C, CT, D and Home Duties

The Double Crisis Recovery benefit will cease on the latest Policy Anniversary prior to the Life Insured's 65th birthday. We will then convert the benefit to a Crisis Recovery benefit (see condition 3.2). This benefit will cease on the latest Policy Anniversary prior to the Life Insured's 70th birthday (see Conversion to Loss of Independence at age 70 condition 3.2.9).

# 3.5.12 Conversion to Crisis Recovery at age 55 Occupation Category E

The Double Crisis Recovery benefit will cease on the latest Policy Anniversary prior to the Life Insured's 55th birthday. We will then convert the benefit to a Crisis Recovery benefit (see condition 3.2). This benefit will cease on the latest Policy Anniversary prior to the Life Insured's 70th birthday.

#### 3.5.13 Termination

The Double Crisis Recovery benefit will terminate on the earliest to occur of:

- death of the Life Insured;
- payment of the full Life Cover Sum Insured;
- payment of the full Double Crisis Recovery Sum Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled:
- date the Policy lapses or is cancelled;
- date the Superannuation Life Cover lapses or is cancelled (where taken as a Superannuation PLUS benefit); or
- date of conversion to a Crisis Recovery benefit on the latest Policy Anniversary prior to the Life Insured's 65th birthday (for Occupation Categories AAA, AA, A, B, C, CT, D & Home Duties), or 55th birthday (for Occupation Category E).

### 3.6 Total and Permanent Disablement Benefit

The 'Total and Permanent Disablement Benefit' condition applies only if the Total and Permanent Disablement benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.6.1 Benefits

#### a) Total and Permanent Disablement

The definition of Total and Permanent Disablement applicable under the Policy is shown on the Policy Schedule.

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Total and Permanent Disablement Sum Insured.

The premium that will be charged for the benefit depends on the definition of total and permanent disablement You select (see definitions in condition 8) and on the occupation category of the Life Insured.

# Applicable for Total and Permanent Disablement (Any Occupation) definition only

If the Life Insured returns to work in their own occupation or performs any other reasonable occupation but their earning capacity is permanently restricted due to their disablement to the extent that their income generated in the 12-month period commencing from their return to work is less than 25% of the income they generated in the previous 12 months of performing their own occupation, we will pay the Total and Permanent Disablement benefit.

#### b) Partial and Permanent Disablement

A partial benefit will be paid if the Life Insured suffers a permanent loss of use of one arm, or one leg or the permanent loss of sight in one eye.

The amount of the partial benefit payable will be the lower of 25% of the Total and Permanent Disablement Sum Insured, and \$750.000.

The partial benefit will be paid only once during the lifetime of the policy. Any payment made under the partial benefit provisions will reduce the Sum Insured under the Total and Permanent Disablement benefit.

A partial benefit will be paid for the Partial and Permanent Disablement of the Life Insured under the Maximiser benefit, if selected.

#### c) Financial Planning Reimbursement

On the payment of a claim for the full Total and Permanent Disablement Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below.

This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

#### Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3.000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

### d) Day 1 TPD (removal of TPD qualifying period)

We will not require the Life Insured to be absent from employment for an uninterrupted period of three consecutive months if the Life Insured suffers (and We confirm diagnosis of) one of the applicable 'Other Serious Crisis Events' listed below and as a result the Life Insured would otherwise meet the definition of Total and Permanent Disablement applicable under the Policy.

The applicable 'Other Serious Crisis Events' are:

- Alzheimer's disease
- Blindness
- Paralysis
- Diplegia
- Hemiplegia
- Paraplegia
- Quadriplegia
- Loss of HearingMotor Neurone Disease

- Multiple Sclerosis
- Muscular Dystrophy
- Parkinson's Disease

Not applicable to the Total and Permanent Disablement (All Duties) definition.

#### 3.6.2 Benefit Reduction

The Total and Permanent Disablement Sum Insured will be reduced by the payment of a claim, including any partial payments, under the following benefits:

- Total and Permanent Disablement under the Life Cover benefit,
- Total and Permanent Disablement under a linked superannuation Life Cover benefit.
- Accidental Total and Permanent Disablement under the Life Cover benefit or a linked superannuation Life Cover benefit,
- Universal Total and Permanent Disablement under the Life Cover benefit or a linked superannuation Life Cover benefit,
- Terminal Illness under the Life Cover benefit under the Life Cover Plan or a linked Superannuation Life Cover Plan,
- · Crisis Recovery, and
- Double Crisis Recovery.

The Total and Permanent Disablement Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Total and Permanent Disablement Sum Insured.

### 3.6.3 Conversion to Loss of Independence and Sum Insured Reduction

#### 3.6.3.1 Benefit

If the Life Insured is covered under the Total and Permanent Disablement benefit and there has not been a claim under the Policy, then the Total and Permanent Disablement benefit will convert to a Loss of Independence benefit at the Expiry Date of the Total and Permanent Disablement benefit and may continue until the Expiry Date of the Policy. This conversion to a Loss of Independence benefit will not be available where the Life Insured is covered under the benefit for the Total and Permanent Disablement [All Duties] definition [Occupation Category E].

We will pay the Loss of Independence Sum Insured if the Life Insured meets the Loss of Independence definition (see condition 8). We will pay the Loss of Independence benefit once only.

In the event of a claim under the Loss of Independence benefit, the Life Cover Sum Insured and any Crisis Recovery Sum Insured will be reduced by any amount paid under this benefit.

The Loss of Independence Sum Insured will be reduced by any payment under the Terminal Illness benefit (under the Life Cover benefit under the Life Cover Plan or a linked Superannuation Life Cover Plan) or the Crisis Recovery benefit or Double Crisis Recovery benefit.

The Loss of Independence Sum Insured, issued on conversion from the Total and Permanent Disablement Stand Alone benefit, will not be reduced by any payment under the Life Cover benefit or Crisis Recovery benefit.

### Occupation Category E

The Total and Permanent Disablement benefit will cease on the latest Policy Anniversary prior to the Life Insured's 55th birthday.

#### 3.6.3.2 Loss of Independence Sum Insured

The total of the Loss of Independence and Accidental Loss of Independence Sums Insured will include the Sum(s) Insured, if any, converted from the following benefits under the Policy:

- a) Crisis Recovery (see condition 3.2) (under the Life Cover benefit or Superannuation PLUS benefit),
- b) Total and Permanent Disablement (see condition 3.6) (under the Life Cover benefit or Superannuation PLUS benefit),
- c) Double Total and Permanent Disablement (see condition 3.8) (under the Life Cover benefit or Superannuation PLUS benefit),
- d) Total and Permanent Disablement Stand Alone (see condition 3.20) (under the Life Cover Plan).
- e) Universal Total and Permanent Disablement (see condition 3.10) (under the Life Cover benefit or Superannuation PLUS benefit),
- f) Double Universal Total and Permanent Disablement (see condition 3.11) (under the Life Cover benefit or Superannuation PLUS benefit).
- g) Universal Total and Permanent Disablement Stand Alone (see condition 3.22) (under the Life Cover Plan).
- h) Accidental Total and Permanent Disablement (see condition 3.9) (under the Life Cover benefit or Superannuation PLUS benefit), and
- i) Accidental Total and Permanent Disablement Stand Alone (see condition 3.21) (under the Life Cover Plan).

### 3.6.3.3 Loss of Independence and Sum Insured Reduction at age 65 – Occupation Categories B, C, CT, D and Home Duties

The Loss of Independence Sum Insured will be the sum of the:

- Total and permanent disablement stand alone Sums Insured (described in 'd', 'g' and 'i' of condition 3.6.3.2); and
- The greatest of the total and permanent disablement Rider Benefit Sums Insured (described in 'b', 'c', 'e', 'f' or 'h' of condition 3.6.3.2).

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the Loss of Independence Sum Insured obtained is greater than \$1,000,000 it will be reduced to \$1,000,000 (see condition 3.6.3.7).

# 3.6.3.4 Loss of Independence at age 65 – Occupation Categories AAA, AA and A

• Not applicable at age 65 for occupation categories AAA, AA and A.

# 3.6.3.5 Sum Insured Reduction at age 65 – Occupation Categories AAA, AA and A

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the total of the Sums Insured for total and permanent disablement (described in 'b', 'd', 'e', 'g', 'h' and 'i' of condition 3.6.3.2) and for all benefits under the Crisis Recovery Stand Alone plan that include the phrase 'Total and Permanent Disablement' in their name is greater than \$3,000,000, it will be reduced to \$3,000,000 (see condition 3.6.3.7).

# 3.6.3.6 Loss of Independence and Sum Insured Reduction at age 70 – Occupation Categories AAA, AA and A

The Loss of Independence Sum Insured will be the sum of the:

- Total and permanent disablement stand alone sums insured (described in 'd', 'g' and 'i' of condition 3.6.3.2); and
- The greater of the:
  - Crisis Recovery Sum Insured (described in 'a' of condition 3.6.3.2); and

- The greatest of the total and permanent disablement Rider Benefit Sums Insured (described in 'b', 'c', 'e', 'f' or 'h' of condition 3.6.3.2).

If, at the Policy Anniversary where the Life Insured is aged 70 next birthday, the Loss of Independence Sum Insured obtained is greater than \$2,000,000 it will be reduced to \$2,000,000 (see condition 3.6.3.7).

#### 3.6.3.7 Sum Insured Reductions - You Choose

Where the total of the Sums Insured for one or more benefits needs to be reduced in accordance with a rule under this Policy that limits the maximum amount of that total, You can choose which Sums Insured (out of the benefit(s) whose Sums Insured make up the total that needs to be reduced) You want to reduce or cancel and You must instruct Us accordingly. In the event that no such instructions are received by Us, We will reduce these Sums Insured as We determine and advise You in writing.

#### 3.6.4 Termination

The Total and Permanent Disablement benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled; or
- date the Superannuation Life Cover Plan lapses or is cancelled (where taken as a Superannuation PLUS benefit);
- date the linked Superannuation Total and Permanent Disablement benefit is paid, lapses or is cancelled, (where the Maximiser benefit has been selected under the Superannuation Life Cover Plan), whichever is the earliest to occur.

# 3.7 Total and Permanent Disablement Buy-back Benefit

The 'Total and Permanent Disablement Buy-back' condition applies only if the Total and Permanent Disablement Buyback benefit has been selected. The benefits selected are shown on the Policy Schedule.

## 3.7.1 Benefit

If a claim is paid for the full Sum Insured under the Total and Permanent Disablement benefit, the Life Cover Sum Insured (and any Crisis Recovery Sum Insured) will be reduced by the amount of the claim paid. The Total and Permanent Disablement Buy-back benefit allows You the option to repurchase at the option date the reduction in the Life Cover Sum Insured (only). The option date is 12 months after the date of the claim payment. The option must be exercised within 30 days after the option date. This repurchase will be subject to the premium rates then applicable for the Life Insured's age next birthday.

No further Total and Permanent Disablement benefit will be payable and any reduction in the Crisis Recovery Sum Insured will not be reinstated.

The repurchase of the Life Cover Sum Insured will be:

- subject to Our premium rates applicable at the time of buy-back;
- available without evidence of health; and
- provided on the same underwriting acceptance terms as were applied to the original Life Cover benefit.

#### 3.7.2 Termination

The Total and Permanent Disablement Buy-back benefit will terminate on the:

- date the buy-back option under the benefit is exercised;
- death of the Life Insured;
- 30 days after the expiration of 12 months from the date of payment of the full Sum Insured under the Total and Permanent Disablement benefit;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled; or
- date the Superannuation Life Cover Plan lapses or is cancelled (where taken as a Superannuation PLUS benefit);

whichever is the earliest to occur.

# 3.8 Double Total and Permanent Disablement Benefit

The 'Double Total and Permanent Disablement Benefit' condition applies only if the Double Total and Permanent Disablement benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.8.1 Benefits

#### a) Total and Permanent Disablement

The definition of Total and Permanent Disablement applicable under the Policy is shown on the Policy Schedule.

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Double Total and Permanent Disablement Sum Insured.

If We pay the full Double Total and Permanent Disablement Sum Insured:

- the linked Life Cover Sum Insured amount will not be reduced; and
- We shall waive all future premiums for the linked Life Cover benefit, up to the latest Policy Anniversary prior to the Life Insured's 70th birthday (Occupational Categories AAA, AA, & A), 65th birthday (Occupational Categories B, C, CT, D & Home Duties) or 55th birthday (Occupational Category E).

Direct premium payments by the Policy Owner will then resume.

The premium that will be charged for the Double Total and Permanent Disablement benefit depends on the definition of total and permanent disablement You select (see definitions in condition 8) and on the occupation category of the Life Insured.

# Applicable for Total and Permanent Disablement (Any Occupation) definition only

If the Life Insured returns to work in their own occupation or performs any other reasonable occupation but their earning capacity is permanently restricted due to their disablement to the extent that their income generated in the 12-month period commencing from their return to work is less than 25% of the income they generated in the previous 12 months of performing their own occupation, we will pay the Total and Permanent Disablement benefit.

#### b) Partial and Permanent Disablement

A partial benefit will be paid if the Life Insured suffers a permanent loss of use of one arm, or one leg or the permanent loss of sight in one eye.

The amount of the partial benefit payable will be the lower of 25% of the Double Total and Permanent Disablement Sum Insured and \$750.000.

The partial benefit will be paid only once during the lifetime of the policy. Any payment made under the partial benefit provisions will reduce the Sum Insured under the Double Total and Permanent Disablement benefit.

#### c) Financial Planning Reimbursement

On the payment of a claim for the full Double Total and Permanent Disablement Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below.

This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

### 3.8.2 Benefit Reduction

The Double Total and Permanent Disablement Sum Insured will be reduced by the payment of a claim, including any partial payments, under the following benefits:

- Double Total and Permanent Disablement under the Life Cover henefit
- Total and Permanent Disablement under the Life Cover benefit in a linked Superannuation Life Cover Plan,
- Accidental Total and Permanent Disablement under the Life Cover benefit in the Life Cover Plan or a linked Superannuation Life Cover Plan,
- Universal Total and Permanent Disablement under the Life Cover benefit in the Life Cover Plan or a linked Superannuation Life Cover Plan.
- Terminal Illness under the Life Cover benefit under the Life Cover Plan or linked Superannuation Life Cover Plan, and
- · Crisis Recovery.

The Double Total and Permanent Disablement Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Double Total and Permanent Disablement Sum Insured.

#### 3.8.3 Limitations

This benefit is not payable:

- if a claim for Terminal Illness (as defined in condition 8) is in progress or has previously been paid for the Life Insured by Us or any other insurer; or
- if the Life Insured dies within 14 days from the date the Life Insured suffered the Injury or Sickness which directly or indirectly caused His or Her Total and Permanent Disablement.

After the Double Total and Permanent Disablement Benefit becomes payable, Benefit Indexation (see condition 2.17) cannot apply and cannot be exercised in respect of the linked Life Cover Sum Insured and Guaranteed Future Insurability Sum Insured (both in respect of Personal and Business Events).

# 3.8.4 Conversion to Loss of Independence and Sum Insured Reductions

#### 3.8.4.1 Benefit

If the Life Insured is covered under the Double Total and Permanent Disablement benefit and there has not been a claim under the Policy, then the Double Total and Permanent Disablement benefit will convert to a Loss of Independence benefit at the Expiry Date of the Double Total and Permanent Disablement benefit and may continue until the Expiry Date of the Policy. This conversion to a Loss of Independence benefit will not be available where the Life Insured is covered under the benefit for the Double Total and Permanent Disablement (All Duties) definition (occupation category E).

We will pay the Loss of Independence Sum Insured if the Life Insured meets the Loss of Independence definition (see condition 8). We will pay the Loss of Independence benefit once only.

In the event of a claim under the Loss of Independence benefit, the Life Cover Sum Insured and any Crisis Recovery Sum Insured will be reduced by any amount paid under this benefit.

The Loss of Independence Sum Insured will be reduced by any payment under the Terminal Illness benefit (under the Life Cover benefit under the Life Cover Plan or a linked Superannuation Life Cover Plan) or Crisis Recovery benefit.

### Occupation Category E

The Double Total and Permanent Disablement benefit will cease on the latest Policy Anniversary prior to the Life Insured's 55th birthday.

#### 3.8.4.2 Loss of Independence Sum Insured

The total of the Loss of Independence and Accidental Loss of Independence Sums Insured will include the Sum(s) Insured, if any, converted from the following benefits under the Policy:

- a) Crisis Recovery (see condition 3.2) (under the Life Cover benefit or Superannuation PLUS benefit)
- b) Total and Permanent Disablement (see condition 3.6) (under the Life Cover benefit or Superannuation PLUS benefit)
- c) Double Total and Permanent Disablement (see condition 3.8) (under the Life Cover benefit or Superannuation PLUS benefit)
- d) Total and Permanent Disablement Stand Alone (see condition 3.20) (under the Life Cover Plan)
- e) Universal Total and Permanent Disablement (see condition 3.10) (under the Life Cover benefit or Superannuation PLUS benefit)
- f) Double Universal Total and Permanent Disablement (see condition 3.11) (under the Life Cover benefit or Superannuation PLUS benefit)

- g) Universal Total and Permanent Disablement Stand Alone (see condition 3.22) (under the Life Cover Plan)
- h) Accidental Total and Permanent Disablement (see condition 3.9) (under the Life Cover benefit or Superannuation PLUS benefit)
- i) Accidental Total and Permanent Disablement Stand Alone (see condition 3.21) (under the Life Cover Plan)

# 3.8.4.3 Loss of Independence and Sum Insured Reduction at age 65 – Occupation Categories B, C, CT, D and Home Duties

The Loss of Independence sum insured will be the sum of the:

- Total and permanent disablement stand alone Sums Insured (described in 'd', 'g' and 'i' of condition 3.8.4.2); and
- The greatest of the total and permanent disablement Rider Benefits (described in 'b', 'c', 'e', 'f' or 'h' of condition 3.8.4.2).

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the Loss of Independence Sum Insured obtained is greater than \$1,000,000 it will be reduced to \$1,000,000 (see condition 3.8.4.7).

# 3.8.4.4 Loss of Independence at age 65 – Occupation Categories AAA, AA and A

• Not applicable at age 65 for occupation categories AAA, AA and A.

# 3.8.4.5 Sum Insured Reduction at age 65 – Occupation Categories AAA, AA and A

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the total of the Sums Insured for total and permanent disablement (described in 'b', 'd', 'e', 'g', 'h' and 'i' of condition 3.8.4.2) and for all benefits under the Crisis Recovery Stand Alone Plan that include the phrase 'Total and Permanent Disablement' in their name is greater than \$3,000,000, it will be reduced to \$3,000,000 (see condition 3.8.4.7).

# 3.8.4.6 Loss of Independence and Sum Insured Reduction at age 70 – Occupation Categories AAA, AA and A

The Loss of Independence sum insured will be the sum of the:

- Total and permanent disablement stand alone sums insured (described in 'd', 'g' and 'i' of condition 3.8.4.2); and
- The greater of the:
  - Crisis Recovery Sum Insured (described in 'a' of condition 3.8.4.2); and
  - The greatest of the total and permanent disablement Rider Benefit Sums Insured (described in 'b', 'c', 'e', 'f' or 'h' of condition 3.8.4.2).

If, at the Policy Anniversary where the Life Insured is aged 70 next birthday, the Loss of Independence Sum Insured obtained is greater than \$2,000,000 it will be reduced to \$2,000,000 (see condition 3.8.4.7).

### 3.8.4.7 Sum Insured Reductions - You Choose

Where the total of the Sums Insured for one or more benefits needs to be reduced in accordance with a rule under this Policy that limits the maximum amount of that total, You can choose which Sums Insured (out of the benefit(s) whose Sums Insured make up the total that needs to be reduced) You want to reduce or cancel and You must instruct Us accordingly. In the event that no such instructions are received by Us, We will reduce these Sums Insured as We determine and advise You in writing.

#### 3.8.5 Termination

The Double Total and Permanent Disablement benefit will terminate on the earliest to occur of:

- death of the Life Insured:
- payment of the full Life Cover Sum Insured;
- payment of the full Double Total and Permanent Disablement Sum Insured;
- date the benefit is cancelled;
- date the Policy lapses or is cancelled;
- date the Superannuation Life Cover Plan lapses or is cancelled (where taken as a Superannuation PLUS benefit);
- date the linked superannuation Total and Permanent
   Disablement benefit is paid, lapses or is cancelled, (where the
   Maximiser benefit has been selected under the Superannuation
   Life Cover Plan); or
- Expiry Date of the benefit (see condition 3.25.1).

# 3.9 Accidental Total and Permanent Disablement Benefit

The 'Accidental Total and Permanent Disablement Benefit' condition applies only if the Accidental Total and Permanent Disablement benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.9.1 Benefits

#### a) Accidental Total and Permanent Disablement

If the Life Insured is deemed by Us to satisfy the definition of Accidental Total and Permanent Disablement applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Accidental Total and Permanent Disablement Sum Insured.

The premium that will be charged for the benefit depends on the occupation category of the Life Insured.

### b) Accidental Total and Permanent Disablement (Any) definition

See condition 8 for the Accidental Total and Permanent Disablement definition.

If the Life Insured returns to work in their own occupation or performs any other reasonable occupation but their earning capacity is permanently restricted due to their disablement to the extent that their income generated in the 12-month period commencing from their return to work is less than 25% of the income they generated in the previous 12 months of performing their own occupation, we will pay the Accidental Total and Permanent Disablement benefit.

### c) Accidental Partial and Permanent Disablement

A partial benefit will be paid if the Life Insured suffers a permanent loss of use of one arm, or one leg or the permanent loss of sight in one eye as a result of an Accidental Injury.

The amount of the partial benefit payable will be the lower of 25% of the Accidental Total and Permanent Disablement Sum Insured, and \$750,000.

The partial benefit will be paid only once during the lifetime of the Policy. Any payment made under the partial benefit

provisions will reduce the Sum Insured under the Accidental Total and Permanent Disablement benefit.

#### d) Financial Planning Reimbursement

On the payment of a claim for the full Accidental Total and Permanent Disablement Sum Insured, We will reimburse You for the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below.

This benefit will be paid in addition to the claim amount otherwise due to You under the Policy.

#### Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

#### 3.9.2 Benefit Reduction

The Accidental Total and Permanent Disablement Sum Insured will be reduced by the payment of a claim under the following benefits:

- Partial and Permanent Disablement,
- Accidental Partial and Permanent Disablement,
- Total and Permanent Disablement under the Life Cover benefit or Superannuation Life Cover benefit,
- Universal Total and Permanent Disablement under the Life Cover benefit or Superannuation Life Cover benefit,
- Terminal Illness under the Life Cover Plan or Superannuation Life Cover Plan,
- · Crisis Recovery, and
- Double Crisis Recovery.

The Accidental Total and Permanent Disablement Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Total and Permanent Disablement Sum Insured.

# 3.9.3 Conversion to Accidental Loss of Independence and Sum Insured Reduction

#### 3.9.3.1 Benefit

If the Life Insured is covered under the Accidental Total and Permanent Disablement benefit and there has not been a claim under the Policy, then the Accidental Total and Permanent Disablement benefit will convert to an Accidental Loss of Independence benefit at the Expiry Date of the Accidental Total and Permanent Disablement benefit until the Expiry Date of the Policy.

We will pay the Accidental Loss of Independence Sum Insured if the Life Insured meets the Accidental Loss of Independence definition (see condition 8). We will pay the Accidental Loss of Independence benefit once only.

In the event of a claim under the Accidental Loss of Independence benefit, the Life Cover Sum Insured and any Crisis Recovery Sum Insured will be reduced by any amount paid under this benefit.

The Accidental Loss of Independence Sum Insured will be reduced by any payment under the Terminal Illness benefit (under the Life Cover Plan or a linked Superannuation Life Cover Plan) or the Crisis Recovery benefit or Double Crisis Recovery benefit.

The Accidental Loss of Independence Sum Insured, issued on conversion from the Accidental Total and Permanent Disablement Stand Alone benefit, will not be reduced by any payment under the Life Cover benefit, Crisis Recovery benefit or Double Crisis Recovery benefit.

#### 3.9.3.2 Accidental Loss of Independence Sum Insured

The total of the Loss of Independence and Accidental Loss of Independence Sums Insured will include the Sum(s) Insured, if any, converted from the following benefits under the Policy:

- a) Crisis Recovery (see condition 3.2) (under the Life Cover benefit or Superannuation PLUS benefit)
- b) Total and Permanent Disablement (see condition 3.6) (under the Life Cover benefit or Superannuation PLUS benefit)
- c) Double Total and Permanent Disablement (see condition 3.8) (under the Life Cover benefit or Superannuation PLUS benefit)
- d) Total and Permanent Disablement Stand Alone (see condition 3.20) (under the Life Cover Plan)
- e) Universal Total and Permanent Disablement (see condition 3.10) (under the Life Cover benefit or Superannuation PLUS benefit)
- f) Double Universal Total and Permanent Disablement (see condition 3.11) (under the Life Cover benefit or Superannuation PLUS benefit)
- g) Universal Total and Permanent Disablement Stand Alone (see condition 3.22) (under the Life Cover Plan)
- h) Accidental Total and Permanent Disablement (see condition 3.9) (under the Life Cover benefit or Superannuation PLUS benefit)
- i) Accidental Total and Permanent Disablement Stand Alone (see condition 3.21) (under the Life Cover Plan)

# 3.9.3.3 Accidental Loss of Independence and Sum Insured Reduction at age 65 – Occupation Categories B, C, CT, D and Home Duties

The Accidental Loss of Independence sum insured will be the sum of the:

- Total and permanent disablement stand alone sums insured (described in 'd', 'g' and 'i' of condition 3.9.3.2); and
- The greatest of the total and permanent disablement Rider Benefit Sums Insured (described in 'b', 'c', 'e', 'f' or 'h' of condition 3.9.3.2).

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the Accidental Loss of Independence Sum Insured obtained is greater than \$1,000,000 it will be reduced to \$1,000,000 (see condition 3.9.3.7).

# 3.9.3.4 Accidental Loss of Independence at age 65 – Occupation Categories AAA, AA and A

• Not applicable at age 65 for occupation categories AAA, AA and A.

# 3.9.3.5 Sum Insured Reduction at age 65 – Occupation Categories AAA, AA and A

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the total of the Sums Insured for total and permanent disablement (described in 'b', 'd', 'e', 'g', 'h' and 'i' of condition 3.9.3.2) and for all benefits under the Crisis Recovery Stand Alone Plan that include the phrase 'Total and Permanent Disablement' in their name is greater than \$3,000,000, it will be reduced to \$3,000,000 (see condition 3.9.3.7).

### 3.9.3.6 Accidental Loss of Independence and Sum Insured Reduction at age 70 – Occupation Categories AAA, AA and A

The Accidental Loss of Independence sum insured will be the sum of the:

- Total and permanent disablement stand alone sums insured (described in 'd', 'g' and 'i' of condition 3.9.3.2); and
- The greater of the:
  - Crisis Recovery Sum Insured ('a' of condition 3.9.3.2); and
  - The greatest of the total and permanent disablement Rider Benefit Sums Insured ('b', 'c', 'e', 'f' or 'h' of condition 3.9.3.2).

If, at the Policy Anniversary where the Life Insured is aged 70 next birthday, the Accidental Loss of Independence sum insured obtained is greater than \$2,000,000 it will be reduced to \$2,000,000 (see condition 3.9.3.7).

# 3.9.3.7 Sum Insured Reductions - You Choose

Where the total of the Sums Insured for one or more benefits needs to be reduced in accordance with a rule under this Policy that limits the maximum amount of that total, You can choose which Sums Insured (out of the benefit(s) whose Sums Insured make up the total that needs to be reduced) You want to reduce or cancel and You must instruct Us accordingly. In the event that no such instructions are received by Us, We will reduce these Sums Insured as We determine and advise You in writing.

#### 3.9.4 Termination

The Accidental Total and Permanent Disablement benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled; or
- date the Superannuation Life Cover Plan lapses or is cancelled (where taken as a Superannuation PLUS benefit);

whichever is the earliest to occur.

# 3.10 Universal Total and Permanent Disablement Benefit

The 'Universal Total and Permanent Disablement Benefit' condition applies only if the Universal Total and Permanent Disablement benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.10.1 Benefits

#### a) Universal Total and Permanent Disablement

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement (Universal) applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Universal Total and Permanent Disablement Sum Insured.

b) Total and Permanent Disablement (Universal) definition, (see condition 8):

# c) Financial Planning Reimbursement

On the payment of a claim for the full Universal Total and Permanent Disablement Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below.

This benefit will be paid in addition to the claim amount otherwise due to You under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

#### 3.10.2 Benefit Reduction

The Universal Total and Permanent Disablement Sum Insured will be reduced by the payment of a claim under the following benefits:

- Total and Permanent Disablement under the Life Cover benefit or Superannuation Life Cover benefit,
- Accidental Total and Permanent Disablement under the Life Cover benefit or Superannuation Life Cover benefit,
- Universal Total and Permanent Disablement under the Superannuation Life Cover benefit,
- Terminal Illness under the Life Cover Plan or Superannuation Life Cover Plan,
- Crisis Recovery, and
- Double Crisis Recovery.

The Universal Total and Permanent Disablement Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Universal Total and Permanent Disablement Sum Insured.

#### 3.10.3 Sum Insured Reduction

#### 3.10.3.1 Benefit

We will pay the Universal Total and Permanent Disablement benefit if the Life Insured meets the Loss of Independence definition in condition 8. We will pay the Loss of Independence benefit once only.

#### Occupation Category E

The Universal Total and Permanent Disablement benefit will expire at the latest Policy Anniversary prior to the Life Insured's 55th birthday.

#### 3.10.3.2 Loss of Independence Sum Insured

The total of the Loss of Independence and Accidental Loss of Independence Sums Insured will include the Sum(s) Insured, if any, converted from the following benefits under the Policy:

- a) Crisis Recovery (see condition 3.2) (under the Life Cover benefit or Superannuation PLUS benefit)
- b) Total and Permanent Disablement (see condition 3.6) (under the Life Cover benefit or Superannuation PLUS benefit)
- c) Double Total and Permanent Disablement (see condition 3.8) (under the Life Cover benefit or Superannuation PLUS benefit)
- d) Total and Permanent Disablement Stand Alone (see condition 3.20) (under the Life Cover Plan)
- e) Universal Total and Permanent Disablement (see condition 3.10) (under the Life Cover benefit or Superannuation PLUS benefit)
- f) Double Universal Total and Permanent Disablement (see condition 3.11) (under the Life Cover benefit or Superannuation PLUS benefit)
- g) Universal Total and Permanent Disablement Stand Alone (see condition 3.22) (under the Life Cover Plan)
- h) Accidental Total and Permanent Disablement (see condition 3.9) (under the Life Cover benefit or Superannuation PLUS benefit)
- i) Accidental Total and Permanent Disablement Stand Alone (see condition 3.21) (under the Life Cover Plan)

# 3.10.3.3 Sum Insured Reduction at age 65- Occupation Categories AAA, AA, A, B, C, CT, D and Home Duties

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the total of the Sums Insured for Universal Total and Permanent Disablement, Loss of Independence and for all benefits under the Crisis Recovery Stand Alone Plan that include the phrase 'Total and Permanent Disablement' in their name is greater than \$3,000,000, that total will be reduced to \$3,000,000 (see condition 3.10.3.5).

### 3.10.3.4 Sum Insured Reduction at age 70 – Occupation Categories AAA, AA, A, B, C, CT, D and Home Duties

If, at the Policy Anniversary where the Life Insured is aged 70 next birthday, the total of the Sums Insured for the Universal Total and Permanent Disablement benefit and the Loss of Independence benefit is greater than \$2,000,000, it will be reduced to \$2,000,000 (see condition 3.10.3.5).

#### 3.10.3.5 Sum Insured Reductions - You Choose

Where the total of the Sums Insured for one or more benefits needs to be reduced in accordance with a rule under this Policy that limits the maximum amount of that total, You can choose which Sums Insured (out of the benefit(s) whose Sums Insured make up the total that needs to be reduced) You want to reduce or cancel and You

must instruct Us accordingly. In the event that no such instructions are received by Us, We will reduce these Sums Insured as We determine and advise You in writing.

#### 3.10.4 Termination

The Universal Total and Permanent Disablement benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled:
- date the Policy lapses or is cancelled; or
- date the Superannuation Life Cover Plan lapses or is cancelled (where taken as a Superannuation PLUS benefit);

whichever is the earliest to occur.

# 3.11 Double Universal Total and Permanent Disablement Benefit

The 'Double Universal Total and Permanent Disablement Benefit' condition applies only if the Double Universal Total and Permanent Disablement benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.11.1 Benefits

#### a) Double Universal Total and Permanent Disablement benefit

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement (Universal) applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Double Universal Total and Permanent Disablement Sum Insured.

If We pay the full Double Universal Total and Permanent Disablement Sum Insured:

- the linked Life Cover Sum Insured amount will not be reduced; and
- We shall waive all future premiums for the linked Life Cover benefit,

up to the latest Policy Anniversary prior to the Life Insured's 65th birthday, or the Life Insured's 55th birthday for occupation E.

Direct premium payments by the Policy Owner will then resume.

# b) Financial Planning Reimbursement

On the payment of a claim for the full Double Universal Total and Permanent Disablement Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below.

This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;

- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

#### 3.11.2 Sum Insured Reduction

#### 3.11.2.1 Benefit

We will pay the Double Universal Total and Permanent Disablement benefit if the Life Insured meets the Loss of Independence definition in condition 8. We will pay the Loss of Independence benefit once only.

#### Occupation Category E

The Double Universal Total and Permanent Disablement benefit will expire at the latest Policy Anniversary prior to the Life Insured's 55th birthday.

#### 3.11.2.2 Loss of Independence Sum Insured

The total of the Loss of Independence and Accidental Loss of Independence Sums Insured will include the Sum(s) Insured, if any, converted from the following benefits under the Policy:

- a) Crisis Recovery (see condition 3.2) (under the Life Cover benefit or Superannuation PLUS benefit)
- b) Total and Permanent Disablement (see condition 3.6) (under the Life Cover benefit or Superannuation PLUS benefit)
- c) Double Total and Permanent Disablement (see condition 3.8) (under the Life Cover benefit or Superannuation PLUS benefit)
- d) Total and Permanent Disablement Stand Alone (see condition 3.20) (under the Life Cover Plan)
- e) Universal Total and Permanent Disablement (see condition 3.10) (under the Life Cover benefit or Superannuation PLUS benefit)
- f) Double Universal Total and Permanent Disablement (see condition 3.11) (under the Life Cover benefit or Superannuation PLUS benefit)
- g) Universal Total and Permanent Disablement Stand Alone (see condition 3.22) (under the Life Cover Plan)
- h) Accidental Total and Permanent Disablement (see condition 3.9) (under the Life Cover benefit or Superannuation PLUS benefit)
- Accidental Total and Permanent Disablement Stand Alone (see condition 3.21) (under the Life Cover Plan)

### 3.11.2.3 Sum Insured Reduction at age 65 – Occupation Categories AAA, AA, A, B, C, CT, D and Home Duties

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the total of the Sums Insured for Universal Total and Permanent Disablement, Loss of Independence and for all benefits under the Crisis Recovery Stand Alone Plan that include the phrase 'Total and Permanent Disablement' in their name is greater than \$3,000,000, that total will be reduced to \$3,000,000 (see condition 3.11.2.5).

# 3.11.2.4 Sum Insured Reduction at age 70 – Occupation Categories AAA, AA, A, B, C, CT, D and Home Duties

If, at the Policy Anniversary where the Life Insured is aged 70 next birthday, the total of the Sums Insured for Universal Total and Permanent Disablement benefit and the Loss of Independence benefit is greater than \$2,000,000, it will be reduced to \$2,000,000 (see condition 3.11.2.5).

#### 3.11.2.5 Sum Insured Reductions - You Choose

Where the total of the Sums Insured for one or more benefits needs to be reduced in accordance with a rule under this Policy that limits the maximum amount of that total, You can choose which Sums Insured (out of the benefit(s) whose Sums Insured make up the total that needs to be reduced) You want to reduce or cancel and You must instruct Us accordingly. In the event that no such instructions are received by Us, We will reduce these Sums Insured as We determine and advise You in writing.

#### 3.11.3 Benefit Reduction

The Double Universal Total and Permanent Disablement Sum Insured will be reduced by the payment of a claim under the following benefits:

- Total and Permanent Disablement under the Life Cover benefit in the Superannuation Life Cover Plan,
- Accidental Total and Permanent Disablement under the Life Cover benefit in the Superannuation Life Cover Plan,
- Accidental Total and Permanent Disablement under the Life Cover benefit
- Terminal Illness under the Life Cover Plan or Superannuation Life Cover Plan, and
- · Crisis Recovery.

The Double Universal Total and Permanent Disablement Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Double Universal Total and Permanent Disablement Sum Insured.

#### 3.11.4 Limitations

This benefit is not payable:

- if a claim for Terminal Illness (as defined in condition 8) is in progress or has previously been paid for the Life Insured by Us or any other insurer; or
- if the Life Insured dies within 14 days from the date the Life Insured suffered the Injury or Sickness which directly or indirectly caused the Life Insured's Loss of Independence.

After the Double Universal Total and Permanent Disablement Benefit becomes payable, Benefit Indexation (see condition 2.17) cannot apply and cannot be exercised in respect of the linked Life Cover Sum Insured and Guaranteed Future Insurability Sum Insured (both in respect of personal and business events).

# 3.11.5 Conversion to Universal Total and Permanent Disablement at age 65 Occupation Categories AAA, AA, A, B, C, CT, D and Home Duties

The Double Universal Total and Permanent Disablement benefit will cease on the latest Policy Anniversary prior to the Life Insured's 65th birthday. We will then convert the benefit to a Universal Total and Permanent Disablement benefit (see condition 3.10). This benefit will cease on the latest Policy Anniversary prior to the Life Insured's 100th birthday.

#### 3.11.6 Termination

The Double Universal Total and Permanent Disablement benefit will terminate on the earliest to occur of:

- death of the Life Insured;
- payment of the full Life Cover Sum Insured;

- payment of the full Double Universal Total and Permanent Disablement Sum Insured;
- date the benefit is cancelled;
- date the Policy lapses or is cancelled;
- date the Superannuation Life Cover Plan lapses or is cancelled (where taken as a Superannuation PLUS benefit); or
- Expiry Date of the benefit (see condition 3.25.1).

# 3.12 Family Protection Benefit

The 'Family Protection Benefit' condition applies only if the Family Protection benefit has been selected under the Life Cover benefit, Accidental Death benefit, Total and Permanent Disablement Stand Alone benefit, Accidental Total and Permanent Disablement Stand Alone benefit or the Crisis Recovery Stand Alone benefit.

# The benefits selected are shown on the Policy Schedule.

If the Insured Child (as defined in this section) is aged (at their next birthday) between 2 and 21 and suffers one of the listed Crisis Events, We will pay a lump sum equal to the Family Protection Sum Insured. The total amount payable for all Family Protection benefits on the Insured Child under this Policy and under all other policies with AIA Australia and all similar policies with other insurers cannot exceed \$500,000.

'INSURED CHILD' means the child insured under the Family Protection benefit. The child must be the natural child, the stepchild or the adopted child of the Policy Owner or the Life Insured.

If the Insured Child is diagnosed with one of the events listed in condition 3.6.1 and if We confirm the diagnosis, We will pay a lump sum equal to the Family Protection Sum Insured. Upon the payment of a claim for the full Family Protection Sum Insured in respect of an event covered under the Family Protection benefit, the benefit will cease and no further amount will be payable under the benefit.

Payment under the Family Protection benefit will not reduce the Sum Insured under any other benefit.

# 3.12.1 Events Covered

The Events covered are listed below and the Crisis Events (below) are defined in condition 8.

- Death
- Terminal Illness
- Crisis Events
  - Accidental HIV infection
  - Aplastic Anaemia
  - Bacterial Meningitis
  - Blindness
  - Cancer\*
  - Cardiomyopathy
  - Coma
  - Heart Attack
  - Kidney Failure
  - Loss of Hearing
  - Loss of Use of Limbs and/or Sight
  - Loss of Speech
  - Major Burns
  - Major Head Trauma
  - Major Organ Transplant
  - Paralysis
    - Diplegia

- Hemiplegia
- Paraplegia
- Quadriplegia
- Stroke
- Viral encephalitis
- \* For Cancer

We will not pay a benefit for 'carcinoma in situ of the breast' under the Family Protection benefit.

### 3.12.2 Qualifying Period on Commencement, Increase or Reinstatement

The Family Protection benefit will not be paid if the Insured Child sustains one of the Crisis Events listed below within three months after the benefit commencement date or the date of any reinstatement of the benefit. These Crisis Events are:

- Cancer:
- Major Organ Transplant;
- Stroke; and
- · Accidental HIV infection.

On any increase in the Sum Insured under the benefit, the same condition applies from the date of the increase in relation to the amount of the increase.

#### 3.12.3 Pre-existing Condition

If the Insured Child has a Pre-existing Condition (as defined in condition 8) and full details have not been disclosed to Us before the benefit commencement date (as shown in Your Policy Schedule) or the date of any increase, reinstatement or improvement of the benefit, then the Family Protection benefit will not be paid in respect of that event(s) and any associated event(s).

### 3.12.4 Conversion Option to Crisis Recovery Benefit

If there has not been a claim on the Family Protection benefit, each Insured Child has the right when they reach the age of 21 years to purchase a Crisis Recovery Stand Alone benefit under a separate insurance Policy providing cover in their own name up to the Sum Insured under the Family Protection benefit under which the Insured Child is covered, on standard terms and conditions without evidence of health. The option should be exercised by the Insured Child writing to Us in the 30-day period starting on the Expiry Date of the Family Protection benefit (see condition 3.25.1 for Expiry Date).

# 3.12.5 Proof of Positive Diagnosis of a Crisis Event Required

Written proof of positive diagnosis of a Crisis Event must be provided to Us at Our head office in the case of claim within 90 days after the date of such diagnosis. Failure to provide such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is provided as soon as is reasonably possible. We shall at Our own expense have the right and opportunity to examine the Insured Child when and as often as We may reasonably require in connection with a claim.

The Family Protection benefit will not be payable unless the Crisis Event and the date thereof is confirmed in writing by a Medical Practitioner(s) and/or legally qualified pathologist(s), and who shall base their diagnosis solely on the definition contained herein of

the particular Crisis Event after a study of the histological material and clinical presentation based on the medical history, physical examination, radiological studies, and the results of any other diagnostic procedures performed on the Insured Child. Any such diagnosis must be confirmed by Us.

#### 3.12.6 Claim Forms

See condition 3.2.6.

#### 3.12.7 Limitations

- The maximum Family Protection benefit to be paid in respect of any and all claims arising from coverage under the benefit will not exceed in total the Family Protection benefit Sum Insured for each Insured Child.
- After the happening of one event for which payment of the full Family Protection Sum Insured has been made, no further amount will be payable under the Family Protection benefit for that Insured Child.
- The Family Protection benefit does not cover any disease, sickness or incapacity other than a Crisis Event as defined herein which occurs during the period the Family Protection benefit remains in force.

#### 3.12.8 Termination

The Family Protection benefit in respect of an Insured Child will terminate on the earliest to occur of the following:

- payment of the full Sum Insured under the benefit;
- · death of the Insured Child or Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- payment of the full Sum Insured under the Life Cover benefit, Accidental Death benefit, Total and Permanent Disablement Stand Alone benefit, Accidental Total and Permanent Disablement Stand Alone benefit or the Crisis Recovery Stand Alone benefit;
- date the benefit is cancelled;
- date the Policy lapses or is cancelled.

# 3.13 Needlestick Injury Benefit

The 'Needlestick Injury Benefit' condition applies only if the Needlestick Injury benefit has been selected. The benefits selected are shown on the Policy Schedule.

If as a result of a needlestick injury or a splash injury occurring during the course of carrying out the duties of their normal occupation, the Life Insured becomes infected with the Human Immunodeficiency Virus (HIV) or the Acquired Immune Deficiency Syndrome (AIDS), Hepatitis B or Hepatitis C, We will pay a Needlestick Injury benefit for the amount selected as the Needlestick Sum Insured, which cannot exceed the lesser of the Life Cover benefit Sum Insured and \$1,000,000.

#### 3.13.1 Conditions and Limitations

- This benefit is only available on the Life Insured who has the Occupation Category of AA and is working in a medical or allied occupation at the time of the accident.
- The maximum Sum Insured for the Needlestick Injury benefit across all policies with Us is \$1,000,000.
- The Sum Insured is to equal the Life Cover Sum Insured up to \$1,000,000.

- Payment of the Needlestick Injury Option benefit does not reduce the Sum Insured of any other benefit under the Life Cover Plan.
- We will only pay an amount under this benefit once.
- Any accident giving rise to a potential claim must be reported to Us in addition to the relevant licensing body within 30 days, and be supported by a negative HIV, Hepatitis B or Hepatitis C antibody test taken within 7 days after the accident.
- Sero-conversion evidence of the HIV, Hepatitis B or Hepatitis C infection must occur within six months of the accident.
- We must be given access to test independently all blood samples used, if We require.
- We retain the right to take further independent blood tests or other medically accepted HIV tests.
- Infection in any other manner, caused directly or indirectly, including by an intentional self-inflicted act, sexual activity or recreational intravenous drug use is specifically excluded.
- The Needlestick Injury benefit does not cover any disease, sickness or incapacity other than occupationally acquired infection of the Life Insured with HIV, Hepatitis B or Hepatitis C whilst performing the duties of their normal occupation.
- Cover for the Needlestick Injury benefit will not apply where a cure for HIV, AIDS, Hepatitis B or Hepatitis C has become available prior to the accident giving rise to a claim.
- If 'Accidental HIV Infection' under Other Serious Crisis Events is payable in conjunction with a payment from the Needlestick Injury benefit, then both benefits will be paid up to a maximum of \$2,000,000 in total. Where the total payment under both benefits would exceed \$2,000,000, the full Needlestick Injury benefit will be paid first and a portion of the 'Accidental HIV Infection' under Other Serious Crisis Events will be paid to bring the total payment up to \$2,000,000.
- See condition 8 for the definition of Date of Loss (Needlestick)
  which is the date at which the Life Insured's benefit will be
  calculated.

### 3.13.2 Benefit reduction

Where the payment of any claim under the Total and Permanent Disablement, Accidental Total and Permanent Disablement, Universal Total and Permanent Disablement or Crisis Recovery benefits (after taking into account the exercise of any Buy-back benefit, if applicable) reduces the Life Cover Sum Insured to an amount lower than the Needlestick Injury benefit Sum Insured, the Needlestick Injury benefit Sum Insured will be reduced to the Life Cover Sum Insured.

#### 3.13.3 Termination

The Needlestick Injury benefit will terminate on the earliest to occur of:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- payment of the full Life Cover Sum Insured;
- date the benefit is cancelled;
- date the policy lapses or is cancelled, or
- Expiry Date of the benefit (see condition 3.25.1).

#### 3.14 School Fees Protector Benefit

The 'School fees Protector Benefit' condition applies only if the School Fees Protector benefit has been selected under the Life Cover benefit, under both the Life Cover benefit and Total and Permanent Disablement rider benefit or the Total and Permanent Disablement Stand Alone benefit. The benefits selected are shown on the Policy Schedule.

#### 3.14.1 Benefit

The School Fees Protector benefit will reimburse the Child's school tuition fees should the Life Insured become totally and permanently disabled, terminally ill or die (as applicable).

The School Fees Protector benefit can be selected for each eligible Child

Only one School Fees Protector claim can be made per Child regardless of the number of principal benefits or policies that cover the Life Insured's Child.

You must apply in writing for the Child to be added to the policy.

The application will be subject to underwriting approval in relation to the Life Insured.

A School Fees Protector claim will be paid as follows:

When School Fees Protector is a Rider Benefit to the following principal benefits:	Benefit Payment:
Life Cover	Full Sum Insured for death or Terminal Illness
Total and Permanent Disablement (rider)	Full Sum Insured for Total and Permanent Disablement only
Total and Permanent Disablement Stand Alone	Full Sum Insured for Total and Permanent Disablement

The School Fees Protector benefit will reimburse the Child's tuition fees of Australian schools approved by the education department within each State or Territory subject to satisfactory evidence of payment on a year by year basis in arrears.

Where a benefit payment is required for a part of a year we will pay a pro-rata reimbursement for that part of the year's tuition fees in respect of the Child.

If a Child repeats a school year, we will pay 33% of the relevant tuition fees to repeat that year. Should the Child repeat the same school year again, no further benefit will be paid in respect of that school year.

The benefit amount will be determined at time of claim subject to the maximum annual limits set out in the table below.

Primary school	Secondary school
Lesser of: • \$8,000, • The Child's tuition fees paid, and • 10% of the Sum Insured of the principal benefit	Lesser of: • \$16,000, and • The Child's tuition fees paid, and • 10% of the Sum Insured of the principal benefit

Note: For the purposes of this benefit the primary / secondary school is defined by the education department within the State or Territory where the Child attends school.

Benefit payments, once commenced, will continue until the earlier of the

- Child graduating from secondary school; and
- end of the secondary school year in which the Child turns age 18.

#### 3.14.2 Termination

Cover for the Child under the School Fees Protector benefit will expire at the earlier of:

- the Child completing secondary school,
- the end of the secondary school year in which the Child turns 18.
- the death of the Child Insured,
- the cancellation of this benefit, and
- termination of the main benefit.

### 3.15 Waiver of Premium Benefit

The 'Waiver of Premium Benefit' condition applies only if the Waiver of Premium benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.15.1 Benefit

The definition of Total and Permanent Disablement applicable under the Waiver of Premium benefit is shown on the Policy Schedule.

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement or Partial and Permanent Disablement applicable under the Waiver of Premium benefit as defined in condition 8, We shall waive the premiums for the following benefits:

- Life Cover;
  - Crisis Recovery;
    - Crisis Recovery Buy-back;
    - Crisis Reinstatement;
  - Total and Permanent Disablement;
  - Total and Permanent Disablement Buy-back;
  - Family Protection;
  - School Fees Protector;
  - Needlestick Injury;
  - Forward Underwriting;
  - Business Safeguard Forward Underwriting;
- Total and Permanent Disablement Stand Alone;
  - Family Protection;
  - Forward Underwriting;
  - Business Safeguard Forward Underwriting;
  - School Fees Protector;
  - Life Cover Purchase;

- Accidental Death;
  - Family Protection;
- Crisis Recovery Stand Alone;
  - Crisis Reinstatement;
  - Total and Permanent Disablement;
    - Life Cover Purchase;
  - Family Protection;
  - Forward Underwriting;
  - Business Safeguard Forward Underwriting; and
  - Life Cover Purchase;

up to the latest Policy Anniversary prior to the Life Insured's 70th birthday (Occupational Categories AAA, AA & A) or 65th birthday (Occupational Categories B, C, CT, D & Home Duties) or 55th birthday (Occupational Category E). Direct premium payments by the Policy Owner will then resume.

The definition of Total and Permanent Disablement applicable under the Policy contains a qualifying period (either three or six months) during which the Life Insured must be 'absent from employment solely as a result of Injury or Sickness' in order to be eligible to claim under the benefit.

The definition of Partial and Permanent Disablement applicable under the Policy contains a survival period of 14 days in order to be eligible to claim under the benefit. This survival condition is only applicable to the Total and Permanent Disablement Stand Alone benefit.

You must pay premiums during the qualifying and or survival period relating to Your chosen definition of Total and Permanent Disablement or Partial and Permanent Disablement and they will not be refunded if and when We accept the Waiver of Premium claim. In the event of disablement You must continue to pay premiums until the claim is assessed and accepted by Us.

We will not waive the premiums for the Accidental Total and Permanent Disablement, Universal Total and Permanent Disablement or Double Total and Permanent Disablement benefits under the Waiver of Premium benefit.

Waiver of Premium is not available in combination with Accidental Total and Permanent Disablement, Double Total and Permanent Disablement or Universal Total and Permanent Disablement benefits.

#### 3.15.2 Indexation Increases

Premiums will be waived for Benefit Indexation increases which occur after the start of the Total and Permanent Disablement or Partial and Permanent Disablement of the Life Insured.

#### 3.15.3 Voluntary Increases

Premiums will not be waived for voluntary increases in certain benefits which occur after We have started to waive the premiums pursuant to the Waiver of Premium benefit. These benefits are:

- Life Cover Plan
  - Life Cover (including the repurchase of Life Cover Sum Insured under the Crisis Recovery Buy-back benefit, Total and Permanent Disablement Buy-back benefit and the purchase of Life Cover Sum Insured under the Guaranteed Future Insurability, Business Safeguard Forward Underwriting and Forward Underwriting benefits and the purchase of Life Cover under the Life Cover Purchase benefit);

- Crisis Recovery (including the purchase of Crisis Recovery Sum Insured under the Business Safeguard Forward Underwriting and Forward Underwriting benefit);
- Crisis Recovery Buy-back;
- Crisis Reinstatement;
- Family Protection (including the addition of a Child),
- Needlestick Injury, and
- Term Cover;
- Crisis Recovery Stand Alone Plan
  - Crisis Recovery Stand Alone (including the purchase of Crisis Recovery sum insured under the Business Safeguard Forward Underwriting and Forward Underwriting benefit);
- Crisis Reinstatement; and
  - Family Protection (including the addition of a Child).

#### 3.15.4 Termination

The Waiver of Premium benefit will terminate on the earliest to occur of:

- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled.

# 3.16 Forward Underwriting Benefit

The Forward Underwriting benefit conditions apply if the Forward Underwriting benefit is selected under the Life Cover Plan or under the Crisis Recovery Stand Alone Plan.

#### 3.16.1 Benefit

The Forward Underwriting benefit allows You to use the Life Insured's current state of health at the commencement of this benefit to secure the option to buy cover in the future, with no medical underwriting, upon the occurrence of certain events. This benefit secures the option to buy cover for the following benefits:

- Life Cover (Life Cover Plan or Superannuation Life Cover Plan),
- Term Cover (Life Cover Plan or Superannuation Life Cover Plan),
- Total and Permanent Disablement (Life Cover Plan or Superannuation Life Cover Plan),
- Total and Permanent Disablement Stand Alone (Life Cover Plan or Superannuation Life Cover Plan),
- Universal Total and Permanent Disablement (Life Cover Plan and Superannuation Life Cover Plan),
- Universal Total and Permanent Disablement Stand Alone (Life Cover Plan and Superannuation Life Cover Plan),
- Crisis Recovery (Life Cover Plan), and
- Crisis Recovery Stand Alone (Crisis Recovery Stand Alone Plan).

Any additional/increased cover is subject to the terms and conditions of Your policy and is subject to Our approval.

### 3.16.2 Forward Underwriting Cover Amount

The Forward Underwriting Cover Amount is the maximum cover, over the lifetime of the benefit, that You can apply to buy either under a new Priority Protection policy in the future, or to increase the coverage of an existing Priority Protection policy. This amount is selected at the commencement of the benefit and is shown on the Policy Schedule.

### 3.16.3 Option Percentage

The Option Percentage is the percentage of the Forward Underwriting Cover Amount that may be exercised to buy cover upon the occurrence of certain 'Business Events', 'Personal Events' or 'Other Events'. The 'Business Events', 'Personal Events' and 'Other Events' covered and conditions applying are explained below.

#### Business Events covered are:

- Increase in personal liability;
- Increase in shareholder value; and
- Increase in the Life Insured's value to the business.

For these Business Events, the Life Cover, Total and Permanent Disablement or Crisis Recovery Sum Insured that can be purchased under this option is the lesser of:

- 50% of the Forward Underwriting Cover Amount; and
- The amount of increase in the Life Insured's monetary liabilities, shareholder value or value to the business as a result of business activity.

#### Personal Events covered are:

- Marriage;
- · Permanent Separation;
- Mortgage;
- Birth or adoption of a Child;
- Child dependant's education cost; and
- Birth of Child with Spina Bifida or Cerebral Palsy.

## Other Events covered are:

· Every third benefit anniversary

These events are defined in condition 8 (under Forward Underwriting).

For these Personal Events and Other Events, excluding Mortgage and Child dependant's education cost, the Sum Insured that can be purchased under these options is 25% of the Forward Underwriting Cover Amount.

For the Mortgage event, the Sum Insured that can be purchased under this option is the lesser of:

- 50% of the Forward Underwriting Cover Amount; and
- The value of the mortgage.

For the Child dependant's education cost event, the Sum Insured that can be purchased under this option is the lesser of:

- 25% of the Forward Underwriting Cover Amount; and
- The number of years of future attendance at an institution, multiplied by the first year's tuition fees, PLUS the number of years of future attendance at an institution, multiplied by the first year's fees for accommodation provided by the institution.

You may purchase a combination of the benefits described in Condition 3.16.1 when exercising the Forward Underwriting benefit option, up to a maximum of the Option Percentage available for that option.

## 3.16.4 Conditions and Limitations

- When an option is exercised:
  - the minimum amount of cover that must be purchased is \$10,000;
  - the rules and limitations of the benefit(s) purchased will be applied;
  - all benefits with Us and other insurers will be taken into consideration;

- the minimum contractual premium at that time must be adhered to.
- Options can only be exercised up to the latest Policy Anniversary prior to the Life Insured's 65th birthday.
- Any options to purchase Total and Permanent Disablement,
   Universal Total and Permanent Disablement benefit or Crisis
   Recovery cover can only be exercised if the Life Insured has
   not exceeded the maximum sum insured limits for Total and
   Permanent Disablement, Universal Total and Permanent
   Disablement benefit and Crisis Recovery, respectively, issued by
   Us or other insurers.
- All increases in coverage are subject to financial underwriting at the time the option is exercised.
- The sum of the amounts of cover purchased under all options exercised over the lifetime of the benefit may not exceed the Forward Underwriting Cover Amount.
- An option to purchase a Total and Permanent Disablement benefit or Universal Total and Permanent Disablement benefit can only be exercised if the Life Insured is not permanently disabled (total or partial) and is not eligible to make a claim on any Total and Permanent Disablement benefit or Universal Total and Permanent Disablement benefit with Us or any other insurer.
- If the Life Insured suffers a Crisis Event and a claim is made under a Crisis Recovery benefit that was purchased by the exercise of an option, the exercise of any future options to purchase Crisis Recovery cover will be governed by the reinstatement rules found in condition 4.2.
- The application to buy coverage must occur within 60 days after the occurrence of the 'Business Event' or 'Personal Event' or 'Other Event'.
- When an option is exercised to purchase a new Priority Protection
  policy, the Life Insured must be the same as the Life Insured
  under the existing Priority Protection policy. When an option is
  exercised to increase cover under an existing Priority Protection
  policy, both the Policy Owner and the Life Insured must be the
  same as under the existing Priority Protection policy.
- Payment for a Crisis Event under crisis cover purchased by the exercise of an option will be made only if diagnosis of that Crisis Event occurred after the option was exercised.
- Only one option may be exercised in each policy year. This condition does not apply to the Personal Event 'Birth of Child with Spina Bifida or Cerebral Palsy'.
- This benefit cannot be exercised if the Business Safeguard Forward Underwriting benefit has been exercised for the same Business Event.

#### 3.16.5 Termination

The Forward Underwriting benefit will terminate on the:

- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled; or
- date the sum of the amounts of cover purchased under all options exercised over the lifetime of the benefit is equal to the Forward Underwriting Cover Amount;

whichever is the earliest to occur.

## 3.17 Business Safeguard Forward Underwriting Benefit

The Business Safeguard Forward Underwriting benefit conditions apply if the Business Safeguard Forward Underwriting benefit is selected under the Life Cover Plan or under the Crisis Recovery Stand Alone Plan.

#### 3.17.1 Benefit

The Business Safeguard Forward Underwriting benefit allows You to use the Life Insured's current state of health at the commencement of this benefit to secure the option to buy cover in the future, with no medical underwriting, upon the occurrence of certain business events.

This benefit secures the option to buy/increase cover for the following benefits:

- Life Cover (Life Cover Plan or Superannuation Life Cover Plan),
- Term Cover (Life Cover Plan or Superannuation Life Cover Plan),
- Total and Permanent Disablement (Life Cover Plan or Superannuation Life Cover Plan),
- Total and Permanent Disablement Stand Alone (Life Cover Plan or Superannuation Life Cover Plan),
- Universal Total and Permanent Disablement (Life Cover Plan and Superannuation Life Cover Plan),
- Universal Total and Permanent Disablement Stand Alone (Life Cover Plan and Superannuation Life Cover Plan),
- Crisis Recovery (Life Cover Plan), and
- Crisis Recovery Stand Alone (Crisis Recovery Stand Alone Plan).

Any additional/increased cover is subject to Our approval.

## 3.17.2 Business Safeguard Forward Underwriting Cover Amount

The Business Safeguard Forward Underwriting Cover Amount is the amount of additional maximum cover, over the lifetime of the benefit, that You can apply to buy either under a new Priority Protection policy in the future, or to increase the coverage of an existing Priority Protection policy. This amount is selected at the commencement of the benefit and is shown on the Policy Schedule.

## 3.17.3 Option Percentage

The Option Percentage is the percentage of the Business Safeguard Forward Underwriting Cover Amount that may be exercised to buy cover upon the occurrence of certain 'Business Events' explained below.

### **Business Events covered are:**

- Increase in personal liability;
- Increase in shareholder value; and
- Increase in the Life Insured's value to the business.

For these Business Events, the Sum Insured that can be purchased under this option is the lesser of:

- 50% of the Business Safeguard Forward Underwriting Cover Amount; and
- The amount of increase in the Life Insured's monetary liabilities, shareholder value or value to the business as a result of business activity.

You may purchase a combination of the benefits described in Condition 13.17.1 when exercising the Business Safeguard Forward Underwriting benefit option, up to a maximum of the Option Percentage available for that option.

#### 3.17.4 Conditions and Limitations

- When an option is exercised:
  - the minimum amount of cover that must be purchased/ increased is \$10,000;
  - the rules and limitations of the benefit(s) purchased will be applied;
  - all benefits with Us and other insurers will be taken into consideration;
  - the minimum contractual premium at that time must be adhered to.
- Options can only be exercised up to the latest Policy Anniversary prior to the Life Insured's 65th birthday.
- Any options to purchase Total and Permanent Disablement, Universal Total and Permanent Disablement benefit or Crisis Recovery cover can only be exercised if the Life Insured has not exceeded the maximum sum insured limits for Total and Permanent Disablement, Universal Total and Permanent Disablement benefit and Crisis Recovery, respectively, issued by Us or other insurers.
- All purchases of coverage are subject to financial underwriting at the time the option is exercised.
- The sum of the amounts of cover purchased under all options exercised over the lifetime of the benefit may not exceed the Business Safeguard Forward Underwriting Cover Amount.
- An option to purchase a Total and Permanent Disablement benefit or Universal Total and Permanent Disablement benefit can only be exercised if the Life Insured is not permanently disabled (total or partial) and is not eligible to make a claim on any Total and Permanent Disablement benefit or Universal Total and Permanent Disablement benefit with Us or any other insurer.
- If the Life Insured suffers a Crisis Event and a claim is made under a Crisis Recovery benefit that was purchased by the exercise of an option, the exercise of any future options to purchase Crisis Recovery cover will be governed by the reinstatement rules found in condition 4.2.
- The application to purchase additional coverage must be submitted to Us within 60 days after the occurrence of the 'Business Event' to which the application relates.
- When an option under an existing Priority Protection policy is exercised to purchase a new Priority Protection policy, the Life Insured must be the same as the Life Insured under the existing policy. The new Priority Protection Policy will be on terms that apply to other new Priority Protection policies (or policies referable to other similar product as determined by Us) available at the time the option is exercised. However any special conditions or exclusions that apply to the existing policy will also apply under the new policy. When an option is exercised to increase cover under an existing Priority Protection policy, both the Policy Owner and the Life Insured must be the same as under the existing Priority Protection policy (including any existing special conditions and exclusions that apply to the existing policy will also apply to the additional cover purchased).

- Payment for a Crisis Event under the Crisis Recovery Rider Benefit or Crisis Recovery Stand Alone benefit purchased by the exercise of an option will be made only if diagnosis of that Crisis Event occurred after the option was exercised.
- Only one option may be exercised in each policy year.
- If the option to increase Your Sum Insured has not been exercised
  at least once in any three year period, then the option will be
  automatically cancelled, unless You can demonstrate that the
  financial evidence relating to Your business and the purpose
  identified by You, in respect of that period, did not support an
  increase in the Sum Insured.

### 3.17.5 Exercising the option

To exercise the Business Safeguard Forward Underwriting option:

- complete the 'Business Safeguard Forward Underwriting' form and return it to Us with any other information we have requested to demonstrate that the business event has occurred:
- provide relevant, current financial information appropriate to the business insurance purpose originally applied for, and any other evidence (other than medical evidence) that We may require;
- provide, to Our satisfaction, any other information We consider relevant to Your application to exercise the option; and
- the Life Insured must be actively at work in their usual occupation at the time of applying to exercise the option.

You will need to provide the following evidence (and any other evidence We require):

- For buy/sell, share purchase or business succession business insurance purpose: a written re-evaluation of the business from a qualified accountant or valuer.
- For key person business insurance purpose: a written re-evaluation of the value of the Life Insured to the business from a qualified accountant or valuer upon the occurrence of a Business Event described in condition 3.17.3.
- For loan guarantee or debt protection business insurance purpose: the increase in the amount of the business loan and other particulars about the loans.
- All existing exclusions and special conditions apply to the increased cover.

The option cannot be exercised to purchase cover under a benefit if:

- an increase or reinstatement has been declined.
- the Guaranteed Future Insurability or Forward Underwriting benefit has been previously exercised for the same Business event.
- a claim has been made or could be made under this policy or any policy issued by Us.

## 3.17.6 Termination

The Business Safeguard Forward Underwriting benefit will terminate on the:

- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit lapses or is cancelled;
- date the Policy lapses or is cancelled; or
- date the sum of the amounts of cover purchased under all options exercised over the lifetime of the benefit is equal to the Business Safeguard Forward Underwriting Cover Amount;

whichever is the earliest to occur.

### 3.18 Term Cover Benefit

The 'Term Cover Benefit' condition applies only if the Term Cover benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.18.1 Benefits

## a) Death

If the Life Insured dies prior to the Expiry Date of the benefit (see condition 3.25.1), We will pay a lump sum equal to the Term Cover Sum Insured.

#### b) Final Expenses Benefit

On the death of the Life Insured and subject to the conditions below, We will pay to the Policy Owner or nominated beneficiary at the time of death the lower of 10% of the Life Cover Sum Insured and \$25,000.

\$25,000 is the maximum total amount that We will pay under the Final Expenses benefit in respect to the Life Cover benefit, any Term Cover benefit and the Accidental Death benefit under the Policy.

A death certificate and proof of policy ownership must be provided to Us before payment can occur; and

Any Final Expenses benefit payment under the Term Cover benefit will be deducted from the Term Cover Sum Insured and the balance remaining will be payable upon the settlement of the claim. The Final Expenses benefit is not a payment in addition to the Term Cover Sum Insured.

### c) Complimentary Family Final Expenses Benefit

We will pay the Complimentary Family Final Expenses benefit Sum Insured as a lump sum on:

- the death of the Child, or
- the Child being diagnosed with a Terminal Illness and we confirm the diagnosis.

To be eligible for this benefit payment, the Child must be at least 2 years old and younger than 18 years old at the date of death or positive diagnosis. Additionally, once a policy has commenced on the life of the parent, any eligible Children are automatically covered under this feature and the You are not required to advise Us of eligible Children. This benefit covers all Children. A claim on one Child will not negate this benefit for the other Children.

The benefit we will pay in respect of a Child will be the lower of:

- \$20,000; and
- 10% of the highest of the Sum Insured under the Life Cover, Term Cover and Accidental Death benefit under the Life Cover Plan at the time of the Child's death or Terminal Illness. Any payment made under this benefit will not reduce the Sum Insured of the main benefit.

Only one payment will be made per Child under both this benefit and the Crisis Recovery Complimentary Family Protection benefit (if applicable). If we make a payment under this Complimentary Family Final Expenses benefit we will not make a payment under the Complimentary Family Protection benefit, and vice versa.

We will however, make one payment of up to \$20,000 under this Complimentary Family Final Expenses benefit, in addition to any payment under the optional Family Protection benefit (being a Rider Benefit purchased at an additional cost).

The maximum we will pay under this benefit is \$200,000 and there is no Benefit Indexation for this benefit.

This benefit will terminate when the Life Cover Plan is terminated.

#### d) Terminal Illness

If the Life Insured is diagnosed with a Terminal Illness as defined in condition 8, We will pay a lump sum amount of 100% of the Term Cover Sum Insured. Payment of the Terminal Illness benefit will reduce the Term Cover Sum Insured to nil.

The payment of the Terminal Illness benefit will not reduce the Sum Insured under any Accidental Death benefit, Total and Permanent Disablement Stand Alone benefit, Accidental Total and Permanent Disablement Stand Alone benefit, Universal Total and Permanent Disablement Stand Alone benefit or Loss of Independence benefit (issued on conversion from a Total and Permanent Disablement Stand Alone benefit).

#### e) Financial Planning Reimbursement

On the payment of a claim for the full Term Cover Sum Insured for either the death or the Terminal Illness of the Life Insured, We will reimburse the Policy Owner or the nominated beneficiary the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions outlined below. This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner or nominated beneficiary under the Policy.

#### Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

#### 3.18.2 Termination

The Term Cover benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

## 3.19 Accidental Death Benefit

The 'Accidental Death Benefit' condition applies only if the Accidental Death benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.19.1 Benefits

## a) Accidental Death

If the Life Insured dies within six months of an accident occurring, prior to the Expiry Date of the benefit (see condition 3.25.1) and solely as a result of an accident, We will pay a lump sum equal to the Accidental Death Sum Insured. The Life Insured dies solely as a result of an accident if the death satisfies the definition of 'Accidental Death' in condition 8.

#### b) Final Expenses Benefit

On the Accidental Death of the Life Insured and subject to the conditions below, We will pay to the Policy Owner or nominated beneficiary at the time of death the lower of 10% of the Life Cover Sum Insured and \$25,000.

\$25,000 is the maximum total amount that We will pay under the Final Expenses benefit in respect to the Life Cover benefit, any Term Cover benefit and the Accidental Death benefit under the Policy.

A death certificate and proof of policy ownership must be provided to Us before payment can occur; and

Any Final Expenses benefit payment under the Accidental Death benefit will be deducted from the Accidental Death Sum Insured and the balance remaining will be payable upon the settlement of the claim. The Final Expenses benefit is not a payment in addition to the Accidental Death Sum Insured.

#### c) Financial Planning Reimbursement

On the payment of a claim for the full Accidental Death Sum Insured for the Accidental Death of the Life Insured, We will reimburse the Policy Owner or the nominated beneficiary the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions outlined below. This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner or nominated beneficiary under the Policy.

## Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment:
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

#### d) Family Protection Benefit

The 'Family Protection Benefit' applies only if the Family Protection benefit has been selected as a Rider Benefit to the Accidental Death Benefit. The benefits selected are as shown on the Policy Schedule.

When selected as a Rider Benefit to the Accidental Death Benefit, the Family Protection Sum Insured cannot be more than the Accidental Death Sum Insured. If the Accidental Death benefit terminates the Family Protection benefit will also terminate.

See the Family Protection benefit Terms and Conditions (condition 3.12).

#### 3.19.2 Limitations

 On diagnosis of a Terminal Illness no benefit will be payable under the Accidental Death benefit.

#### 3.19.3 Termination

The Accidental Death benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

## 3.20 Total and Permanent Disablement Stand Alone Benefit

The 'Total and Permanent Disablement Stand Alone Benefit' condition applies only if the Total and Permanent Disablement Stand Alone benefit has been selected. The benefits selected are shown on the Policy Schedule.

## 3.20.1 Benefits

#### a) Total and Permanent Disablement

The definition of Total and Permanent Disablement applicable under the Policy is shown on the Policy Schedule.

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Total and Permanent Disablement Stand Alone Sum Insured.

The premium that will be charged for the benefit depends on the definition of total and permanent disablement You select (see definitions in condition 8) and on the occupation category of the Life Insured.

## Applicable for Total and Permanent Disablement (Any Occupation) definition only

If the Life Insured returns to work in their own occupation or performs any other reasonable occupation but their earning capacity is permanently restricted due to their disablement to the extent that their income generated in the 12-month period commencing from their return to work is less than 25% of the income they generated in the previous 12 months of performing their own occupation, we will pay the Total and Permanent Disablement benefit.

#### b) Partial and Permanent Disablement

A benefit will be paid if the Life Insured suffers a permanent loss of use of one arm, or one leg or sight in one eye and the Life Insured survives for a period of 14 days, after the loss of the limb or sight in one eye.

The amount of the partial benefit payable will be the lower of 25% of the Total and Permanent Disablement Stand Alone Sum Insured and \$750,000.

The benefit will be paid only once during the lifetime of the Policy. Any payment made under the partial benefit provisions will reduce the Sum Insured under the Total and Permanent Disablement Stand Alone benefit.

#### c) Financial Planning Reimbursement

On the payment of a claim for the full Total and Permanent Disablement Stand Alone Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below.

This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

#### d) Forward Underwriting

The Forward Underwriting benefit is available as a Rider Benefit under the Total and Permanent Disablement Stand Alone benefit. See condition 3.16

## e) Business Safeguard Forward Underwriting

The Business Safeguard Forward Underwriting benefit is available as a Rider Benefit under the Total and Permanent Disablement Stand Alone benefit. See condition 3.17

### f) Family Protection

The Family Protection benefit is available as a Rider Benefit under the Total and Permanent Disablement Stand Alone benefit. See condition 3.12

## a) School Fees Protector

The School Fees Protector benefit is available as a Rider Benefit under the Total and Permanent Disablement Stand Alone benefit. See condition 3.14

#### h) Day 1 TPD (removal of TPD qualifying period)

We will not require the Life Insured to be absent from employment for an uninterrupted period of three consecutive months if the Life Insured suffers (and We confirm diagnosis of) one of the applicable 'Other Serious Crisis Events' listed below and as a result the Life Insured would otherwise meet the definition of Total and Permanent Disablement applicable under the Policy.

The applicable 'Other Serious Crisis Events' are:

- Alzheimer's disease
- Blindness
- Paralysis
  - Diplegia
  - Hemiplegia
  - Paraplegia
  - Quadriplegia
- · Loss of Hearing
- Motor Neurone Disease
- Multiple Sclerosis
- Muscular Dystrophy
- Parkinson's Disease

Not applicable to the Total and Permanent Disablement (All Duties) definition.

#### i) Life Cover Purchase

The Life Cover Purchase benefit is available as a Rider Benefit under the Total and Permanent Disablement Stand Alone benefit. See condition 3.24

#### 3.20.2 Maintenance of Benefits

In the event of payment of a Total and Permanent Disablement Stand Alone benefit, any Life Cover benefit and any other benefit in force at that time under the Life Cover Plan will continue without any reduction in the Sum Insured, and the applicable benefits will continue unaffected.

## 3.20.3 Conversion to Loss of Independence Benefit and Sum Insured Reduction

## 3.20.3.1 Benefit

If the Life Insured is covered under the Total and Permanent Disablement Stand Alone benefit and there has not been a claim under the Policy, then the Total and Permanent Disablement Stand Alone benefit may convert to a Loss of Independence benefit at the Expiry Date of the Total and Permanent Disablement Stand Alone benefit and may continue until the Expiry Date of the Policy. This conversion to Loss of Independence will not be available where the Life Insured is covered under the benefit for the Total and Permanent Disablement (All Duties) definition (Occupation Category E).

We will pay the Loss of Independence Sum Insured if the Life Insured meets the Loss of Independence definition in condition 8. We will pay the Loss of Independence benefit once only.

The Loss of Independence Sum Insured, issued on conversion from the Total and Permanent Disablement Stand Alone benefit, will not be reduced by any payment under the Life Cover benefit, Crisis Recovery benefit or Double Crisis Recovery benefit.

#### Occupation Category E

The Total and Permanent Disablement benefit will cease on the latest Policy Anniversary prior to the Life Insured's 55th birthday.

### 3.20.3.2 Loss of Independence Sum Insured

The total of the Loss of Independence and Accidental Loss of Independence Sums Insured will include the Sum(s) Insured, if any, converted from the following benefits under the Policy:

- a) Crisis Recovery (see condition 3.2) (under the Life Cover benefit or Superannuation PLUS benefit)
- b) Total and Permanent Disablement (see condition 3.6) (under the Life Cover benefit or Superannuation PLUS benefit)
- c) Double Total and Permanent Disablement (see condition 3.8) (under the Life Cover benefit or Superannuation PLUS benefit)
- d) Total and Permanent Disablement Stand Alone (see condition 3.20) (under the Life Cover Plan)
- e) Universal Total and Permanent Disablement (see condition 3.10) (under the Life Cover benefit or Superannuation PLUS benefit)
- f) Double Universal Total and Permanent Disablement (see condition 3.11) (under the Life Cover benefit or Superannuation PLUS benefit)
- g) Universal Total and Permanent Disablement Stand Alone (see condition 3.22) (under the Life Cover Plan)
- h) Accidental Total and Permanent Disablement (see condition 3.9) (under the Life Cover benefit or Superannuation PLUS benefit)
- i) Accidental Total and Permanent Disablement Stand Alone (see condition 3.21) (under the Life Cover Plan)

## 3.20.3.3 Loss of Independence and Sum Insured Reduction at age 65 – Occupation Categories B, C, CT, D and Home Duties

The Loss of Independence sum insured will be the sum of the:

- Total and permanent disablement stand alone sums insured (described in 'd', 'g' and 'i' of condition 3.20.3.2); and
- The greatest of the total and permanent disablement Rider Benefit Sums Insured (described in 'b', 'c', 'e', 'f' or 'h' of condition 3.20.3.2).

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the Loss of Independence sum insured obtained is greater than \$1,000,000 it will be reduced to \$1,000,000 (see condition 3.20.3.7).

## 3.20.3.4 Loss of Independence at age 65 – Occupation Categories AAA, AA and A

• Not applicable at age 65 for occupation categories AAA, AA and A.

## 3.20.3.5 Sum Insured Reduction at age 65 – Occupation Categories AAA, AA and A

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the total of the Sums Insured for total and permanent disablement (described in 'b', 'd', 'e', 'g', 'h' and 'i' of condition 3.20.3.2) and for all benefits under the Crisis Recovery Stand Alone Plan that include the phrase 'Total and Permanent Disablement' in their name is greater than \$3,000,000, it will be reduced to \$3,000,000 (see condition 3.20.3.7).

## 3.20.3.6 Loss of Independence and Sum Insured Reduction at age 70 – Occupation Categories AAA, AA and A

The Loss of Independence Sum Insured will be the sum of the:

- Total and permanent disablement stand alone sums insured (described in 'd', 'g' and 'i' of condition 3.20.3.2); and
- The greater of the:
  - Crisis Recovery Sum Insured (described in 'a' of condition 3.20.3.2); and
  - The greatest of the total and permanent disablement Rider Benefit Sums Insured (described in 'b', 'c', 'e', 'f' or 'h' of condition 3.20.3.2).

If, at the Policy Anniversary where the Life Insured is aged 70 next birthday, the Loss of Independence Sum Insured obtained is greater than \$2,000,000 it will be reduced to \$2,000,000 (see condition 3.20.3.7).

#### 3.20.3.7 Sum Insured Reductions - You Choose

Where the total of the Sums Insured for one or more benefits needs to be reduced in accordance with a rule under this Policy that limits the maximum amount of that total, You can choose which Sums Insured (out of the benefit(s) whose Sums Insured make up the total that needs to be reduced) You want to reduce or cancel and You must instruct Us accordingly. In the event that no such instructions are received by Us, We will reduce these Sums Insured as We determine and advise You in writing.

#### 3.20.4 Termination

The Total and Permanent Disablement Stand Alone benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- •death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

## 3.21 Accidental Total and Permanent Disablement Stand Alone

The 'Accidental Total and Permanent Disablement Stand Alone Benefit' condition applies only if the Accidental Total and Permanent Disablement Stand Alone benefit has been selected. The benefits selected are shown on the Policy Schedule.

## 3.21.1 Benefits

## a) Accidental Total and Permanent Disablement

If the Life Insured is deemed by Us to satisfy the definition of Accidental Total and Permanent Disablement applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Accidental Total and Permanent Disablement Stand Alone Sum Insured.

The premium that will be charged for the benefit depends on the occupation category of the Life Insured.

#### Accidental Total and Permanent Disablement (Any) definition

If the Life Insured returns to work in their own occupation or performs any other reasonable occupation but their earning capacity is permanently restricted due to their disablement to the extent that their income generated in the 12-month period commencing from their return to work is less than 25% of the income they generated in the previous 12 months of performing their own occupation, we will pay the Accidental Total and Permanent Disablement benefit.

#### b) Accidental Partial and Permanent Disablement

A benefit will be paid if the Life Insured suffers a permanent loss of use of one arm, or one leg or sight in one eye as a result of an Accidental Injury and the Life Insured survives for a period of 14 days, after the loss of the limb or sight in one eye.

The amount of the partial benefit payable will be the lower of 25% of the Accidental Total and Permanent Disablement Stand Alone Sum Insured and \$750,000.

The benefit will be paid only once during the lifetime of the Policy. Any payment made under the partial benefit provisions will reduce the Sum Insured under the Accidental Total and Permanent Disablement Stand Alone benefit.

#### c) Financial Planning Reimbursement

On the payment of a claim for the full Accidental Total and Permanent Disablement Stand Alone Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below.

This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

## d) Family Protection – available at an additional cost

The Family Protection benefit is available as a Rider Benefit to the Accidental Total and Permanent Disablement Stand Alone benefit. See condition 3.12

## 3.21.2 Maintenance of Benefits

In the event of payment of an Accidental Total and Permanent Disablement Stand Alone benefit, any Life Cover benefit and any other benefit in force at that time under the Life Cover Plan will continue without any reduction in the Sum Insured, and the applicable benefits will continue unaffected.

## 3.21.3 Conversion to Accidental Loss of Independence and Sum Insured Reduction

Refer to 3.6.3 Sum Insured Reduction, for the terms and conditions pertaining to the benefits reduced under this condition.

### 3.21.3.1 Benefit

If the Life Insured is covered under the Accidental Total and Permanent Disablement Stand Alone benefit and there has not been a claim under the Policy, then the Accidental Total and Permanent Disablement Stand Alone benefit may convert to an Accidental Loss of Independence benefit at the Expiry Date of the Accidental Total and Permanent Disablement Stand Alone benefit and may continue until the Expiry Date of the Policy.

We will pay the Accidental Loss of Independence Sum Insured if the Life Insured meets the Accidental Loss of Independence definition in condition 8. We will pay the Accidental Loss of Independence benefit once only.

The Accidental Loss of Independence Sum Insured, issued on conversion from the Accidental Total and Permanent Disablement Stand Alone benefit, will not be reduced by any payment under the Life Cover benefit, Crisis Recovery benefit or Double Crisis Recovery benefit.

#### 3.21.3.2 Accidental Loss of Independence Sum Insured

- a) Crisis Recovery (see condition 3.2) (under the Life Cover benefit or Superannuation PLUS benefit)
- b) Total and Permanent Disablement (see condition 3.6) (under the Life Cover benefit or Superannuation PLUS benefit)
- c) Double Total and Permanent Disablement (see condition 3.8) (under the Life Cover benefit or Superannuation PLUS benefit)
- d) Total and Permanent Disablement Stand Alone (see condition 3.20) (under the Life Cover Plan)
- e) Universal Total and Permanent Disablement (see condition 3.10) (under the Life Cover benefit or Superannuation PLUS benefit)
- f) Double Universal Total and Permanent Disablement (see condition 3.11) (under the Life Cover benefit or Superannuation PLUS benefit)
- g) Universal Total and Permanent Disablement Stand Alone (see condition 3.22) (under the Life Cover Plan)
- h) Accidental Total and Permanent Disablement (see condition 3.9) (under the Life Cover benefit or Superannuation PLUS benefit)
- i) Accidental Total and Permanent Disablement Stand Alone (see condition 3.21) (under the Life Cover Plan)

# 3.21.3.3 Accidental Loss of Independence and Sum Insured reduction at age 65 – Occupation Categories B, C, CT, D and Home Duties

The Accidental Loss of Independence sum insured will be the sum of the

- Total and permanent disablement stand alone sums insured (described in 'd', 'g' and 'i' of condition 3.21.3.2); and
- The greatest of the total and permanent disablement Rider Benefit Sums Insured (described in 'b', 'c', 'e', 'f' or 'h' of condition 3.21.3.2).

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the Accidental Loss of Independence Sum Insured obtained is greater than \$1,000,000 it will be reduced to \$1,000,000 (see condition 3.21.3.7).

## 3.21.3.4 Accidental Loss of Independence at age 65 – Occupation Categories AAA, AA and A

• Not applicable at age 65 for occupation categories AAA, AA and A.

## 3.21.3.5 Sum Insured Reduction at age 65 – Occupation Categories AAA, AA and A

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the total of the Sums Insured for total and permanent disablement (described in 'b', 'd', 'e', 'g', 'h' and 'i' of condition 3.21.3.2) and for all benefits under the Crisis Recovery Stand Alone Plan that include the phrase 'Total and Permanent Disablement' in their name is greater than \$3,000,000, it will be reduced to \$3,000,000 (see condition 3.21.3.7).

## 3.21.3.6 Accidental Loss of Independence and Sum Insured Reduction at age 70 – Occupation Categories AAA, AA and A

The Accidental Loss of Independence sum insured will be the sum of the:

- Total and permanent disablement stand alone sums insured (described in 'd', 'g' and 'i' of condition 3.21.4.2); and
- The greater of the:
  - Crisis Recovery Sum Insured (described in 'a' of condition 3.21.3.2); and
  - The greatest of the total and permanent disablement Rider Benefit Sums Insured ('b', 'c', 'e', 'f' or 'h' of condition 3.21.3.2).

If, at the Policy Anniversary where the Life Insured is aged 70 next birthday, the Accidental Loss of Independence Sum Insured obtained is greater than \$2,000,000 it will be reduced to \$2,000,000 (see condition 3.21.3.7).

#### 3.21.3.7 Sum Insured Reductions - You Choose

Where the total of the Sums Insured for one or more benefits needs to be reduced in accordance with a rule under this Policy that limits the maximum amount of that total, You can choose which Sums Insured (out of the benefit(s) whose Sums Insured make up the total that needs to be reduced) You want to reduce or cancel and You must instruct Us accordingly. In the event that no such instructions are received by Us, We will reduce these Sums Insured as We determine and advise You in writing.

#### 3.21.4 Termination

The Accidental Total and Permanent Disablement Stand Alone benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

## 3.22 Universal Total and Permanent Disablement Stand Alone

The 'Universal Total and Permanent Disablement Stand Alone Benefit' condition applies only if the Universal Total and Permanent Disablement Stand Alone benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.22.1 Benefits

#### a) Universal Total and Permanent Disablement Stand Alone

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement (Universal) applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Universal Total and Permanent Disablement Stand Alone Sum Insured.

Total and Permanent Disablement (Universal) definition, (see condition 8);

### b) Financial Planning Reimbursement

On the payment of a claim for the full Universal Total and Permanent Disablement Stand Alone Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below.

This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

#### c) Forward Underwriting

The Forward Underwriting condition is available as a Rider Benefit under the Universal Total and Permanent Disablement Stand Alone benefit. See condition 3.16

## d) Business Safeguard Forward Underwriting

The Business Safeguard Forward Underwriting condition is available as a Rider Benefit under the Universal Total and Permanent Disablement Stand Alone benefit. See condition 3.17

#### 3.22.2 Maintenance of Benefits

In the event of payment of a Universal Total and Permanent Disablement Stand Alone benefit, any Life Cover benefit and any other benefit in force at that time under the Life Cover Plan will continue without any reduction in the Sum Insured, and the applicable benefits will continue unaffected.

#### 3.22.3 Sum Insured Reduction

#### 3.22.3.1 Benefit

We will pay the Universal Total and Permanent Disablement Stand Alone benefit if the Life Insured meets the Loss of Independence definition in condition 8. We will pay the Loss of Independence benefit once only.

### Occupation Category E

The Universal Total and Permanent Disablement Stand Alone benefit will expire at the latest Policy Anniversary prior to the Life Insured's 55th birthday.

#### 3.22.3.2 Loss of Independence Sum Insured

The total of the Loss of Independence and Accidental Loss of Independence Sums Insured will include the Sum(s) Insured, if any, converted from the following benefits under the Policy:

- a) Crisis Recovery (see condition 3.2) (under the Life Cover benefit or Superannuation PLUS benefit)
- b) Total and Permanent Disablement (see condition 3.6) (under the Life Cover benefit or Superannuation PLUS benefit)
- Double Total and Permanent Disablement (see condition 3.8)
   (under the Life Cover benefit or Superannuation PLUS benefit)
- d) Total and Permanent Disablement Stand Alone (see condition 3.20) (under the Life Cover Plan)
- e) Universal Total and Permanent Disablement (see condition 3.10) (under the Life Cover benefit or Superannuation PLUS benefit)
- f) Double Universal Total and Permanent Disablement (see condition 3.11) (under the Life Cover benefit or Superannuation PLUS benefit)
- g) Universal Total and Permanent Disablement Stand Alone (see condition 3.22) (under the Life Cover Plan)
- h) Accidental Total and Permanent Disablement (see condition 3.9) (under the Life Cover benefit or Superannuation PLUS benefit)
- i) Accidental Total and Permanent Disablement Stand Alone (see condition 3.21) (under the Life Cover Plan)

## 3.22.3.3 Sum Insured Reduction at age 65 – Occupation Categories AAA, AA, A, B, C, CT, D and Home Duties

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the total of the Sums Insured for Universal Total and Permanent Disablement Stand Alone, Loss of Independence and for all benefits under the Crisis Recovery Stand Alone Plan that include the phrase 'Total and Permanent Disablement' in their name is greater than \$3,000,000, it will be reduced to \$3,000,000 (see condition 3.22.3.5).

## 3.22.3.4 Sum Insured Reduction at age 70 – Occupation Categories AAA, AA, A, B, C, CT, D and Home Duties

If, at the Policy Anniversary where the Life Insured is aged 70 next birthday, the total of the Sums Insured for the Universal Total and Permanent Disablement Stand Alone and the Loss of Independence benefit is greater than \$2,000,000, it will be reduced to \$2,000,000 (see condition 3.22.3.5).

## 3.22.3.5 Sum Insured Reductions - You Choose

Where the total of the Sums Insured for one or more benefits needs to be reduced in accordance with a rule under this Policy that limits the maximum amount of that total, You can choose which Sums Insured (out of the benefit(s) whose Sums Insured make up the total that needs to be reduced) You want to reduce or cancel and You must instruct Us accordingly. In the event that no such instructions are received by Us, We will reduce these Sums Insured as We determine and advise You in writing.

#### 3.22.4 Termination

The Universal Total and Permanent Disablement Stand Alone benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

## 3.23 Maximiser Benefit

#### 3.23.1 Benefit

The Maximiser benefit is an optional Rider Benefit available with the:

- Total and Permanent Disablement benefit under the superannuation Life Cover benefit;
- Double Total and Permanent Disablement benefit under the superannuation Life Cover benefit; and
- Total and Permanent Disablement Stand Alone benefit under the superannuation Life Cover Plan.

The Maximiser benefit is available for the Total and Permanent Disablement benefit, Double Total and Permanent Disablement benefit or Total and Permanent Disablement Stand Alone benefit under the Superannuation Life Cover Plan.

Two linked Priority Protection policies must be purchased to allow the Maximiser benefit to work.

- 1. One policy is a Superannuation Life Cover Plan containing a:
  - Total and Permanent Disablement benefit;
  - Double Total and Permanent Disablement benefit; or
  - Total and Permanent Disablement Stand Alone benefit with the 'Any Occupation' definition, owned by the Trustee; and
- 2. A (non-superannuation) Life Cover Plan containing a:
  - Total and Permanent Disablement (Own Occupation) benefit, if the Life Insured is covered under the Total and Permanent Disablement (Any Occupation) benefit under the Superannuation Life Cover Plan;
  - Double Total and Permanent Disablement (Own Occupation) benefit, if the Life Insured is covered under the Double Total and Permanent Disablement (Any Occupation) benefit under the Superannuation Life Cover Plan; or
  - Total and Permanent Disablement Stand Alone (Own Occupation) benefit, if the Life Insured is covered under the Total and Permanent Disablement Stand Alone (Any Occupation) benefit under the Superannuation Life Cover Plan.

The two policies are then linked.

The Sums Insured for Total and Permanent Disablement benefits under the superannuation Policy and the linked non-superannuation Maximiser policy must be the same at all times. If cover ceases under the superannuation Policy, it will cease under the non-superannuation Maximiser and vice versa.

The relevant Double Total and Permanent Disablement benefit or Total and Permanent Disablement Stand Alone benefit must be the only benefit under the linked non-superannuation Maximiser Policy.

If Maximiser is purchased with the Total and Permanent Disablement rider benefit under the superannuation Life Cover benefit, a linked Superannuation PLUS policy is also available at an additional cost. The only benefits available under such a linked Superannuation PLUS policy are Crisis Recovery and its riders, Crisis Recovery Buy-back, Crisis Reinstatement, Family Protection, Needlestick Injury (Category AA only) and Waiver of Premium.

If Maximiser is purchased with the Double Total and Permanent Disablement rider benefit under the superannuation Life Cover benefit, a linked Superannuation PLUS policy is also available at an additional cost. The only benefits available under such a linked Superannuation PLUS policy are Crisis Recovery and its riders Crisis Recovery Buy-back, Crisis Reinstatement, Family Protection and Needlestick Injury (Category AA only).

If a claim is paid for the Crisis Recovery benefit under such a Superannuation PLUS policy, the Double Total and Permanent Disablement benefit and the Maximiser benefit will be reduced by the amount of the claim paid.

If Maximiser is purchased with the Total and Permanent Disablement Stand Alone benefit under the superannuation Life Cover benefit, a linked Superannuation PLUS policy is also available at an additional cost. The only benefits available under such a linked Superannuation PLUS policy are Family Protection and Needlestick Injury (Category AA only).

If a claim is paid for the Crisis Recovery benefit under such a Superannuation PLUS policy, the Total and Permanent Disablement benefit and the Maximiser benefit will be reduced by the amount of the claim paid.

The Partial and Permanent Disablement benefit, which is not payable under a Total and Permanent Disablement benefit under the Superannuation Life Cover Plan, may be payable under a Maximiser benefit under the Ordinary Life Cover Plan.

Where the Life Cover Purchase benefit has been selected as a Rider Benefit under the Total and Permanent Disablement Stand Alone benefit, the Life Cover Purchase is able to be exercised after a Total and Permanent Disablement Stand Alone or Maximiser claim. See condition 3.24.

## 3.23.2 Limitations

- The Sums Insured for the Maximiser Total and Permanent
  Disablement benefits must be equal at all times. If the Sum
  Insured for a Maximiser Total and Permanent Disablement
  benefit is reduced under one Policy, the same reduction will apply
  to the Maximiser Total and Permanent Disablement benefit under
  the other Policy.
- If a Total and Permanent Disablement claim is made, it will be assessed firstly under the 'Any Occupation' definition. If the Life Insured meets this definition, a lump sum equal to the Sum Insured will be paid to the Trustee under the Superannuation Life Cover Plan. If the Life Insured does not meet this definition, the claim would then be assessed under the 'Own Occupation' definition. If this definition is met, a lump sum equal to the Sum Insured will be paid to the Life Insured under the Life Cover Plan.

 The Waiver of Premium benefit when purchased as a Rider Benefit to the Life Cover benefit under the Superannuation Life Cover Plan will not waive premiums for the Life Cover benefit when the Superannuation Life Cover Sum Insured has been reduced by a claim under the Maximiser benefit.

#### 3.23.3 Benefit Reduction

The Sum Insured under the Maximiser benefit will be reduced by the payment of a claim under the following benefits:

- Life Cover (not applicable to Total and Permanent Disablement Stand Alone):
- Terminal Illness (not applicable to Total and Permanent Disablement Stand Alone);
- Total and Permanent Disablement with an 'Any Occupation' definition;
- Partial and Permanent Disablement under the Maximiser benefit;
- Crisis Recovery (under the optional Superannuation PLUS policy available with Maximiser that is linked to the Total and Permanent Disablement benefit only).

#### 3.23.4 Termination

The Maximiser benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.25.1);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled;
- date the linked Superannuation Life Cover Policy lapses or is cancelled:
- date the Life Insured ceases to be a member of the Superannuation Fund that holds the Policy;
- date the Life Insured becomes ineligible to contribute to the Superannuation Fund under superannuation law; or
- date the Superannuation Fund ceases to be a valid superannuation fund;

whichever is the earliest to occur.

### 3.24 Life Cover Purchase

The 'Life Cover Purchase' condition applies only if the Life Cover Purchase benefit has been selected. The benefits selected are shown on the Policy Schedule.

### 3.24.1 Benefit

The Life Cover Purchase benefit allows You to buy Life Cover without further medical underwriting where 100% of a claim has been paid for one of the following benefits (where selected as a rider to that benefit):

- Total and Permanent Disablement Stand Alone benefit; or
- Crisis Recovery Stand Alone benefit; or
- Total and Permanent Disablement Rider Benefit under the Crisis Recovery Stand Alone benefit.

The Life Cover benefit must be purchased within 30 days after the first anniversary of the date such a claim was paid.

However, if the claim was paid due to one of the following conditions:

- Alzheimer's Disease
- Blindness (excluding Blindness as a result of a stroke/cancer)
- Dementia

- Loss of Hearing
- Multiple Sclerosis
- Paralysis (excluding Paralysis as a result of a stroke/cancer)
  - Diplegia
  - Hemiplegia
  - Paraplegia
  - Quadriplegia
- Parkinson's Disease

the Life Cover benefit must be purchased within 30 days after six months of the date such a claim was paid.

The purchase of the Life Cover Sum Insured under the Life Cover Purchase option will be:

- subject to Our premium rates applicable at the time of the purchase;
- subject to the premium rates then applicable for the Life Insured's age next birthday;
- available without evidence of health; and
- provided on the same underwriting acceptance terms as were applied to the original Total and Permanent Disablement Stand Alone benefit, Crisis Recovery Stand Alone benefit and the Total and Permanent Disablement Rider Benefit under the Crisis Recovery Stand Alone benefit.

## 3.24.2 Life Cover Purchase Cover Amount

The maximum amount of Life Cover You can purchase by exercising a Life Cover Purchase benefit option without medical underwriting is the Sum Insured amount of the claim payment of the:

- Total and Permanent Disablement Stand Alone benefit; or
- Crisis Recovery Stand Alone benefit; or
- Total and Permanent Disablement Rider Benefit under the Crisis Recovery Stand Alone benefit to which the Life Cover Purchase benefit is attached.

## 3.24.3 Conditions and Limitations

- Premiums for the Life Cover Purchase option must continue to be paid until the date the Life Cover Purchase option is exercised or expires.
- This option can only be exercised once.
- Not available if the Life Insured is diagnosed with a Terminal Illness.
- Not available after a Partial and Permanent Disablement claim payment or a partial Crisis Recovery claim payment.
- Where the Life Cover Purchase benefit is purchased both in conjunction with:
  - the Crisis Recovery Stand Alone benefit; and
  - the Total and Permanent Disablement benefit as a Rider Benefit under Crisis Recovery Stand Alone,

the Life Cover Purchase option can only be exercised once. In this scenario, if, for example, the Crisis Recovery Stand Alone benefit is fully paid, the Total and Permanent Disablement Rider Benefit will expire and so will the Life Cover Purchase option attached to that Rider Benefit. However, You can still exercise the Life Cover Purchase option attached to the Crisis Recovery Stand Alone Benefit for an amount up to 100% of the Crisis Recovery Stand Alone Sum Insured.

 Where the Life Cover Purchase benefit is purchased under the Total and Permanent Disablement Rider Benefit under the Crisis Recovery Stand Alone benefit and 100% of a claim has been paid for the Total and Permanent Disablement Rider Benefit, the Crisis Recovery Stand Alone benefit will:

- be reduced by the amount of the Total and Permanent Disablement claim, or
- terminate, if both Sum Insured's are equal.

The Life Cover Purchase benefit can be exercised up to the Total and Permanent Disablement rider benefit amount.

#### The Life Cover Purchase option can be exercised:

for the Total and Permanent Disablement Stand Alone benefit up until the Policy Anniversary prior to the following ages:

AAA, AA and A	70
B, C, CT, D and Home Duties	65
E	55

for the Crisis Recovery Stand Alone benefit, up until the Policy Anniversary prior to the following age:

All Occupation Categories	65
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for the Total and Permanent Disablement Rider Benefit under the Crisis Recovery Stand Alone benefit, up until the Policy Anniversary prior to the following ages:

7 1	5 5	
AAA, AA, A, B, C, CT, [	and Home Duties	65
Е		55

When the option is exercised:

- The new Life Cover amount cannot be increased via the Guaranteed Future Insurability benefit, Forward Underwriting benefit or Business Safeguard Forward Underwriting benefit.
- Benefit Indexation will not apply to the new Life Cover benefit Sum Insured.
- All increases in coverage are subject to financial underwriting at the time the option is exercised.
- When an option under an existing Priority Protection Policy is exercised to purchase a new Priority Protection Policy, the Life Insured must be the same as the Life Insured under the existing Policy. The new Priority Protection Policy will be on terms that apply to other new Priority Protection policies (or policies referable to other similar products as determined by Us) available at the time the option is exercised. However any special conditions or exclusions that apply to the existing policy will also apply under the new policy.

#### 3.24.4 Termination

The Life Cover Purchase benefit will terminate on the:

- date the Life Cover Purchase option is exercised;
- death of the Life Insured;
- 30 days after the expiration of 12 months (or 30 days after the expiration of six months if a claim was paid for a specific condition described in condition 3.24.1 applies) from the date when the Sum Insured of the benefit to which the Life Cover Purchase benefit is a Rider Benefit (being Total and Permanent Disablement Stand Alone benefit, Crisis Recovery Stand Alone benefit or the Total and Permanent Disablement Rider Benefit to Crisis Recovery Stand Alone, as applicable), has been reduced to zero.
- Expiry Date of the benefit (see condition 3.25.1 if purchased under the Life Cover Plan or condition 4.1 if purchased under the Crisis Recovery Stand Alone Plan);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

## 3.25 Applying to All Benefits under the Life Cover Plan

### 3.25.1 Expiry Dates

Premiums and cover for each benefit cease at the Expiry Date of that benefit.

The Expiry Date for each benefit is the latest Policy Anniversary prior to the Life Insured attaining a specific age. The specific ages for each benefit are as follows:

Benefit	Age
Life Cover	100
Crisis Recovery, Crisis Recovery Stand Alone, Double Crisis Recovery (converts to a Crisis Recovery benefit on the Policy Anniversary prior to the expiry age)  • AAA, AA, A, B, C, CT, D and Home Duties  • E	70 70 65 55
Crisis Recovery Buy-back	65
Crisis Reinstatement	65
Family Protection (Rider Benefit under Crisis Recovery)  • Life Insured or  • Child, whichever earlier	70 21
Family Protection (Rider Benefit under Life Cover or Accidental Death)  • Life Insured or  • Child, whichever earlier	70 21
Family Protection (Rider Benefit under Total and Permanent Disablement or Accidental Total and Permanent Disablement)  • Life Insured AAA, AA and A  • B, C, CT, D and Home Duties  • E  OR  • Child, whichever earlier	70 65 55
Total and Permanent Disablement, Total and Permanent Disablement Buy-back, Double Total and Permanent Disablement, Total and Permanent Disablement Stand Alone  • AAA, AA and A  • B, C, CT, D and Home Duties  • E Conversion to Loss of Independence	70 65 55 100
Maximiser  • AAA, AA and A  • B, C and CT	70 65
Accidental Total and Permanent Disablement, Accidental Total and Permanent Disablement Stand Alone  • AAA, AA and A  • B, C, CT, D and Home Duties Conversion to Loss of Independence	70 65 100

	Benefit	Age
	Universal Total and Permanent Disablement, Universal Total and Permanent Disablement Stand Alone  • AAA, AA, A, B, C, CT, D and Home Duties  • E	100 55
	Double Universal Total and Permanent Disablement  • AAA, AA, A, B, C, CT, D and Home Duties  • E	65 55
	Life Cover Purchase (Rider Benefit under Total and Permanent Disablement Stand Alone)  • AAA, AA and A  • B, C, CT and D  • E  • Home Duties	70 65 55 65
	Needlestick Injury (AA only)	70
	Forward Underwriting • E (where purchased under the Total and Permanent Disablement Stand Alone benefit or Universal Total and Permanent Disablement Stand Alone benefit)	65 55
	Business Safeguard Forward Underwriting  E (where purchased under the Total and Permanent Disablement Stand Alone benefit or Universal Total and Permanent Disablement Stand Alone benefit)	65 55
	Waiver of Premium  AAA, AA and A  B, C, CT, D and Home Duties  E	70 65 55*
	Term Cover (5 or 10 years)	Term Selected
	Accidental Death	100
	School Fees Protector (Rider Benefit under Life Cover)  • Life Insured or  • Child, whichever occurs earlier	100 19
	School Fees Protector (Rider Benefit under Total and Permanent Disablement)  • Life Insured or AAA, AA and A  • B, C, CT, D and Home Duties  • E OR	70 65 55
	• Child, whichever occurs earlier	19

<sup>\*</sup> Before a claim can be submitted, the Life Insured must become Totally and Permanently Disabled prior to the latest Policy Anniversary prior to age 55. Once a Waiver of Premium claim commences, premiums will continue to be waived up to the latest Policy Anniversary prior to age 65.

## 3.25.2 Maximum Sums Insured

Benefit	Maximum Sum Insured
<ul> <li>Life Cover and Term Cover</li> <li>AAA, AA, A, B, C, CT, D and E</li> <li>Home Duties <ul> <li>age up to 45 next birthday</li> <li>age 46 – 74 next birthday</li> </ul> </li> </ul>	<ul> <li>None, but financial underwriting will apply to large sums insured.</li> <li>\$1,500,000</li> <li>\$1,000,000</li> </ul>
Crisis Recovery* and Double Crisis Recovery* • Home Duties	• \$2,000,000 • \$750,000
Family Protection <sup>‡</sup>	• \$200,000 for each Insured Child
Total and Permanent Disablement*, Double Total and Permanent Disablement* and Total and Permanent Disablement Stand Alone • AAA, AA, A, B, C and CT • D • E and Home Duties	• \$5,000,000^ • \$2,000,000^ • \$1,000,000
Conversion to Loss of Independence • AAA, AA and A • B, C, CT, D and Home Duties	• \$2,000,000 • \$1,000,000
Forward Underwriting§	• \$10,000,000
Business Safeguard Forward Underwriting <sup>§</sup>	• \$10,000,000
Universal Total and Permanent Disablement* Double Universal Total and Permanent Disablement* Universal Total and Permanent Disablement Stand Alone Accidental Total and Permanent Disablement#, Accidental Total and Permanent Disablement Stand Alone#, Accidental Death	• \$1,000,000
Needlestick Injury (Life Cover)*	• \$1,000,000
Life Cover Purchase	Total and Permanent Disablement Stand Alone Sum Insured

 $<sup>^{</sup>st}$  Cannot exceed the Life Cover Sum Insured selected.

<sup>^</sup> A maximum Total and Permanent Disablement Sum Insured of \$1,000,000 applies where the Life Insured is working as a Permanent Part-time Employee.

<sup>#</sup> Not available for Occupation Category E

<sup>‡</sup> Cannot exceed the Life Cover Sum Insured, total and permanent disablement Sum Insured, Crisis Recovery Sum Insured, the Double Crisis Recovery Sum Insured or the Accidental Death Sum Insured selected.

<sup>§</sup> Minimum Sum Insured is \$100,000 and, total and permanent disablement and crisis recovery cover are capped at \$5,000,000 and \$2,000,000, respectively, depending on the Life Insured's occupational category. Universal Total and Permanent Disablement cover is capped at \$1,000,000.

The maximums for Total and Permanent Disablement, Double Total and Permanent Disablement, Total and Permanent Disablement Stand Alone, Loss of Independence, Accidental Total and Permanent Disablement, Accidental Total and Permanent Disablement Stand Alone, Universal Total and Permanent Disablement, Universal Total and Permanent Disablement Stand Alone and Double Universal Total and Permanent Disablement will apply to the total sums insured for all similar benefits on the Life Insured with Us and other insurers.

The maximum for Crisis Recovery and Double Crisis Recovery will include the Sum Insured for all similar benefits under the Life Cover benefit and Crisis Recovery Stand Alone benefit (see condition 4.1) and will apply to the total sums insured for all similar benefits on the Life Insured with Us and other insurers.

The Family Protection maximum will include the Sum Insured for any Family Protection benefit under the Life Cover benefit (see condition 3.12), under the Crisis Recovery Stand Alone benefit (see condition 4.1), under the Accidental Death benefit (see condition 3.19), under the Total and Permanent Disablement Stand Alone benefit (see condition 3.20) and under the Accidental Total and Permanent Disablement Stand Alone benefit (see condition 3.21). The maximum will apply to the total sums insured for all similar benefits on the Insured Child with Us and other insurers.

### 3.25.3 Premiums

Please see condition 2.5 of the Policy Terms and Conditions.

#### 3.25.3.1 Premium Freeze

At each Policy Anniversary, provided the Life Insured is aged 35 years or older and premiums are payable on a stepped premium basis, You may elect to pay the same premium for the next Policy year as You paid for the previous policy year. The Sum Insured for each benefit will decrease each year on the Policy Anniversary by an amount as calculated by Us so as to ensure that the premium remains unchanged. You must notify Our office each year at least 30 days before the Policy Anniversary if You wish to continue with the Premium Freeze option. If Our office is not notified in writing, Your premium will increase in accordance with Your age next birthday.

When the Premium Freeze option is exercised, any Benefit Indexation will cease and You will be unable to exercise any of the Guaranteed Future Insurability options (see condition 3.1.1).

The Premium Freeze will not apply to the Term Cover benefit, the Accidental Death benefit, the Business Safeguard Forward Underwriting benefit and the Forward Underwriting benefit.

## 3.25.4 Worldwide Protection

The Life Insured is covered under the Policy anywhere in the world, 24 hours each day.

#### 3.25.5 Exclusions

The benefits are not payable in the following circumstances:

## Life Cover Benefit, Term Cover Benefit and Family Protection Benefit and School Fees Protector Benefit

• Death from suicide within 13 months from the commencement date, date of increase or the last reinstatement date of the benefit. For a benefit increase, the benefit is not payable only in respect of the increase in the Sum Insured. (This exclusion will be waived in respect of any death cover under the Policy provided the Policy is replacing death cover from a previous insurer and the full suicide exclusion period under the in-force policy to be replaced has elapsed.)

Accidental Death Benefit, Total and Permanent Disablement Stand Alone Benefit, Total and Permanent Disablement Benefit, Double Total and Permanent Disablement, Universal Total and Permanent Disablement, Double Universal Total and Permanent Disablement, Accidental Total and Permanent Disablement, Waiver of Premium Benefit, Family Protection Benefit, Crisis Recovery Benefit, Double Crisis Recovery Benefit, Needlestick Injury Benefit, Loss of Independence Benefit and School Fees Protector Benefit

An event, including a Crisis Event or any disablement, directly
or indirectly, wholly or partly, caused by intentional self-inflicted
injury or any such attempt by the Life Insured.

#### Family Protection Benefit

- An event, including a Crisis Event, directly or indirectly, wholly or partly, caused by intentional self-inflicted injury or any attempt by the Insured Child; or
- An event caused by a congenital condition (until 10th birthday of Insured Child); or
- An event intentionally caused to the Insured Child by the Insured Child's parent, guardian or relative or someone who lives with or supervises the Insured Child.

#### **Accidental Death Benefit**

#### Death:

- Occurring more than six months after the accident; or
- Arising as a result of the direct or indirect effects of alcohol and/ or drug abuse; or
- Arising as a result of war (whether formally declared or not), hostilities, civil commotion or insurrection; or
- Arising as a result of any form of aviation activity other than as a fare-paying passenger on a scheduled airline; or
- Arising as a result of participation in or training for professional sports or speed contests; or
- Arising as a result of engaging in any unlawful acts; or
- Caused by an event directly or indirectly caused by intentional self-inflicted injury or any such attempt by the Life Insured; or
- By suicide.

## Complimentary Family Final Expenses Benefit

- any reason within 3 months of the benefit being activated; or
- a congenital condition of the Child; or
- an intentional act of the Child's parent or guardian; or
- an intentional act of someone who lives with or supervises the Child; or
- Your intentional act.

# 4 Crisis Recovery Stand Alone Plan

The 'Crisis Recovery Stand Alone Plan' condition applies only if the Crisis Recovery Stand Alone Plan has been selected. The benefits selected under the plan are shown on the Policy Schedule.

#### **Important Notice**

This is not a savings plan and is without profits. The primary purpose of this Crisis Recovery Stand Alone Plan is to provide a lump sum payment in the event of the Life Insured sustaining a crisis event.

## 4.1 Crisis Recovery Stand Alone Benefit

The 'Crisis Recovery Stand Alone Benefit' condition applies only if the Crisis Recovery Stand Alone benefit has been selected. The benefits selected are shown on the Policy Schedule.

The Crisis Recovery Stand Alone benefit provides cover against the Crisis Events within the Crisis Events Groups as shown in condition 4.1.1.

#### al Crisis Events

If the Life Insured survives for 14 days from the date the Life Insured is diagnosed with one of the Crisis Events for which the Life Insured is covered under this plan and if We confirm the diagnosis, We will pay a lump sum equal to the Crisis Recovery Stand Alone Sum Insured. Upon the payment of a claim for the full Crisis Recovery Stand Alone Sum Insured in respect of a Crisis Event, the Crisis Recovery Stand Alone benefit will cease and no further Crisis Recovery Stand Alone benefit will be paid for any subsequent Crisis Event under the benefit. The Crisis Recovery Stand Alone benefit can be reinstated if You have selected the Crisis Reinstatement benefit (see condition 4.2).

The eight Rider Benefits available under the Crisis Recovery Stand Alone benefit are:

- Crisis Reinstatement (see condition 4.2)
- Family Protection (see condition 4.3).
- Total and Permanent Disablement (see condition 4.4)
   Life Cover Purchase (see condition 4.9)
- Accidental Total and Permanent Disablement (see condition 4.5)
- Universal Total and Permanent Disablement (see condition 4.6)
- Forward Underwriting (see condition 4.7)
- Business Safeguard Forward Underwriting (see condition 4.8)
- Life Cover Purchase (see condition 4.9)

## b) Financial Planning Reimbursement

On the payment of a claim for the full Crisis Recovery Stand Alone Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below. This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

#### Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

## 4.1.1 Crisis Events Groups

The Crisis Events covered in each Crisis Events group are listed below under each Crisis Events group and are defined in condition 8.

#### **Cancer Events**

Cancer

#### **Coronary Events**

- · Cardiomyopathy
- · Heart Attack
- Heart Valve Surgery
- Stroke
- Surgery to the Aorta
- Coronary Artery Angioplasty
- Coronary Artery By-pass Surgery
- Pulmonary Arterial Hypertension (primary)
- Other Serious Coronary Artery Disease
- Out of Hospital Cardiac Arrest

#### Other Serious Crisis Events

- Accidental HIV Infection
- Alzheimer's Disease
- Aplastic Anaemia
- Bacterial Meningitis
- Benign Brain Tumour
- Blindness
- Chronic Liver Disease
- Chronic Lung Disease
- Coma
- Dementia
- Diplegia
- Hemiplegia
- Intensive Care
- Kidney Failure
- Loss of HearingLoss of Independence
- Loss of Use of Limbs and/or Sight
- · Loss of Speech
- Major Burns
- Major Head Trauma
- Major Organ Transplant
- Motor Neurone Disease
- Multiple Sclerosis
- Muscular Dystrophy
- Paraplegia
- Parkinson's Disease
- Pneumonectomy
- Quadriplegia
- Severe Diabetes

- Severe Rheumatoid Arthritis
- Terminal Illness
- Viral Encephalitis

Once total payments under the Crisis Recovery Stand Alone benefit reach the Crisis Recovery Stand Alone Sum Insured the Crisis Recovery Stand Alone benefit will cease.

#### 4.1.1.1 Special Acceptance Terms

We may offer You Crisis Recovery Stand Alone cover under special acceptance terms which will include some, and not all, of the Crisis Events groups listed in condition 4.1.1. These Crisis Recovery Stand Alone modules and the Crisis Events groups available under each module, are listed below:

#### **Cancer and Coronary:**

- Cancer Events, and
- Coronary Events.

#### Cancer Plus:

- Cancer Events, and
- Other Serious Crisis Events.

#### **Coronary Plus:**

- Coronary Events, and
- Other Serious Crisis Events.

#### 4.1.2 Death Benefit

If the Life Insured dies prior to the Expiry Date of the Crisis Recovery Stand Alone benefit and no benefit is payable in respect of a Crisis Event, a lump sum will be payable.

The amount of the lump sum death benefit will be the lower of \$5,000 and the Crisis Recovery Stand Alone Sum Insured.

## 4.1.3 Qualifying Period on Commencement, Increase or Reinstatement

The Crisis Recovery Stand Alone benefit will not be paid if the Life Insured sustains one of the Crisis Events listed below within three months after the benefit commencement date or the date of any increase or reinstatement of the benefit. These Crisis Events are:

- Accidental HIV Infection
- Benign Brain Tumour
- Cancer
- Coronary Artery Angioplasty
- Coronary Artery By-pass Surgery
- Heart Attack
- Heart Valve Surgery
- Major Organ Transplant
- Other Serious Coronary Artery Disease
- Pulmonary Arterial Hypertension (primary)
- Severe Diabetes
- Stroke
- Surgery to the Aorta
- Terminal Illness

On any increase in the Sum Insured under this benefit, the same condition applies from the date of the increase in relation to the amount of the increase.

The three months qualifying period will be waived provided this is a replacement policy for the same sum insured or lower from the previous insurer and the full qualifying period under the in force policy to be replaced has elapsed.

## 4.1.4 Pre-existing Condition

If the Life Insured has a Pre-existing Condition (as defined in condition 8) and has not disclosed full details to Us before the benefit commencement date (as shown in Your Policy Schedule) or the date of any increase, reinstatement or improvement of the benefit, then the Crisis Recovery Stand Alone benefit will not be payable in respect of that Crisis Event and any associated Crisis Event(s).

## 4.1.5 Chronic Diagnosis Advancement Benefit

The Chronic Diagnosis Advancement benefit is an advanced payment of the Crisis Recovery Stand Alone benefit, payable when certain Crisis Events (see below) have been diagnosed, but have not yet met the definition of that Crisis Event as described in condition 8 of the Policy.

The payment is 25% of the Crisis Recovery Stand Alone Sum Insured, to a maximum of \$25,000 under all policies issued by Us covering the Life Insured.

The Chronic Diagnosis Advancement benefit will be paid if an appropriate specialist Medical Practitioner confirms, to Our satisfaction, that the Life Insured has suffered or been medically diagnosed with one of the following Crisis Events:

- Motor Neurone Disease,
- Multiple Sclerosis,
- Muscular Dystrophy, and
- Parkinson's Disease

but has not yet met the definition of that Crisis Event in condition 8 of the Policy.

If the Chronic Diagnosis Advancement benefit is paid, the Crisis Recovery Stand Alone Sum Insured will be reduced by the amount paid. If the Life Insured subsequently qualifies for the payment of the Crisis Recovery Stand Alone benefit, the reduced Crisis Recovery Stand Alone benefit will be paid.

Only one Chronic Diagnosis Advancement benefit payment will be made in respect of the Life Insured.

## 4.1.6 Proof of Positive Diagnosis of a Crisis Event Required

Written proof of positive diagnosis of a Crisis Event must be provided to Us at Our head office in the case of claim within 90 days after the date of such diagnosis. Failure to provide such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is provided as soon as is reasonably possible. We shall at Our own expense have the right and opportunity to examine the Life Insured when and as often as We may reasonably require in connection with a claim.

The Crisis Recovery Stand Alone benefit will not be payable unless the Crisis Event and the date thereof is confirmed in writing by a Medical Practitioner(s) and/or legally qualified pathologist(s), and who shall base their diagnosis solely on the definition contained herein of the particular Crisis Event after a study of the histological material and clinical presentation based on the medical history, physical examination, radiological studies and the results of any other diagnostic procedures performed on the Life Insured. Any such diagnosis must be confirmed by Us.

#### 4.1.7 Claim Forms

Following receipt of a written notice of claim, We shall supply You with the appropriate form(s) to enable proof of positive diagnosis to be filed with Us.

#### 4.1.8 Limitations

- The maximum Crisis Recovery Stand Alone benefit to be paid in respect of any and all claims arising from coverage under this benefit will not exceed in total the Crisis Recovery Stand Alone Sum Insured.
- After the happening of one Crisis Event for which payment of the full Crisis Recovery Stand Alone Sum Insured has been made, no further amount will be payable under the Crisis Recovery Stand Alone benefit. The Crisis Recovery Stand Alone benefit can be reinstated if You have selected the Crisis Reinstatement benefit (see condition 4.2).
- The Crisis Recovery Stand Alone benefit does not cover any disease, sickness or incapacity other than a Crisis Event as defined herein which occurs during the period the Crisis Recovery Stand Alone benefit remains in force.

There are limitations on the payment of the Crisis Recovery Stand Alone benefit where the Crisis Event relates to Skin Cancer, Carcinoma-in-situ, Prostate Cancer, a Coronary Artery Angioplasty or Loss of Use of Limbs and/or Sight. See the definitions of Cancer, Benign Brain Tumour, Coronary Artery Angioplasty and Loss of Use of Limbs and/or Sight in condition 8.

#### 4.1.9 Benefit Reduction

The Crisis Recovery Stand Alone Sum Insured will be reduced by the payment of a claim under the Crisis Recovery Stand Alone Plan for the following benefits:

- Crisis Recovery Stand Alone,
- Chronic Diagnosis Advancement,
- Total and Permanent Disablement,
- Universal Total and Permanent Disablement, and
- Accidental Total and Permanent Disablement.

The Crisis Recovery Stand Alone Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Crisis Recovery Stand Alone Sum Insured.

### 4.1.10 Complimentary Family Protection Benefit

See the Complimentary Family Protection benefit Terms and Conditions (condition 3.2.10)

#### 4.1.11 Termination

The Crisis Recovery Stand Alone benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- · death of the Life Insured;
- Expiry Date of the benefit (see condition 4.10.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

### 4.2 Crisis Reinstatement Benefit

The Crisis Reinstatement Benefit condition applies only if the Crisis Reinstatement Benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 4.2.1 Benefit

After a Crisis Recovery Stand Alone benefit has been paid for the full Sum Insured or for the restricted Sum Insured after diagnosis of Prostate Cancer, the Policy Owner will have the option of reinstating the Crisis Recovery Stand Alone Sum Insured after 30 days from the date of payment of the Crisis Recovery Stand Alone benefit. The option must be exercised within 30 days from the date the option became available. Otherwise the option will lapse.

After a Crisis Recovery Stand Alone benefit has been reinstated, We will pay a partial benefit for a second Cancer or Heart Attack Crisis Event which occurs after the reinstatement of the benefit. In this case we will pay the lower of:

- \$50,000; and
- 10% of the reinstated Crisis Recovery Stand Alone Sum Insured.

After the Crisis Recovery Stand Alone benefit has been reinstated, the premium for the Crisis Recovery Stand Alone benefit will be based on the Crisis Recovery Stand Alone benefit in force prior to the payment of the claim in respect to a Crisis Event. The Crisis Recovery Stand Alone benefit can be reinstated only once under the Crisis Reinstatement benefit.

## 4.2.2 Conditions and Limitations

Once the Crisis Recovery Stand Alone benefit has been reinstated we will not pay for a Crisis Event that is related to, or caused by, the medical condition resulting in the original claim under the Crisis Recovery Stand Alone benefit other than for a second Heart Attack or second Cancer Crisis Event.

Where the Sum Insured has been reinstated following the full payment of a Coronary Crisis Event, other than a Heart Attack, we will cover all Crisis Events except Coronary Events, Loss of Independence and Terminal Illness.

## a) Cancer Crisis Event

Where the Crisis Recovery Stand Alone Sum Insured has been reinstated following the full payment of a Cancer Crisis Event We will reinstate the Sum Insured covering;

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Cancer Crisis Event related to or caused by the same medical condition where a partial payment will be payable in respect of the second Cancer Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Stand Alone Sum Insured.

#### **Prostate Cancer Crisis Event**

#### **Full Reinstatement**

Where a Crisis Recovery Stand Alone Sum Insured has been fully paid as a result of a Life Insured's prostate cancer, we will reinstate the Crisis Recovery Stand Alone Sum Insured covering;

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Cancer Crisis Event related to or caused by the same medical condition where a partial payment will be payable in respect of the second Cancer Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Stand Alone Sum Insured.

#### **Restricted Reinstatement**

Where a restricted benefit payment of \$500,000 has been paid as a result of diagnosis of prostate cancer stage of T1a (using the TNM classification system) we will then upon your request reinstate the Crisis Recovery Stand Alone Sum Insured in respect of that paid amount covering;

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Cancer Crisis Event related to or caused by the same medical condition where a partial payment will be payable in respect of the second Cancer Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Stand Alone Sum Insured.

A partial payment for a second Heart Attack or Cancer event is limited to \$50,000 under the total reinstated policy.

On the further diagnosis of Prostate Cancer stage T1b or greater (using the TNM classification system) by a Medical Practitioner or on the Life Insured undergoing major interventionist therapy, the retained portion of the Crisis Recovery Stand Alone Sum Insured (in excess of the \$500,000 amount previously paid) will be paid under the Crisis Recovery benefit. That retained portion can then (on Your request) be reinstated to cover:

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Cancer Crisis Event related to or caused by the same medical condition where a partial payment will be payable in respect of the second Cancer Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Stand Alone Sum Insured.

A partial payment for a second Heart Attack or Cancer event is limited to \$50,000 under the total reinstated policy.

## Example 1:

- The Life Insured holds a Crisis Recovery Stand Alone benefit with a sum insured of \$800,000 and a Crisis Reinstatement benefit.
- The Life Insured meets the definition of prostate cancer stage T1a, a restricted benefit payment of \$500,000 will be paid.

If within 12 months of the prostate cancer T1a claim the client then suffers a Heart Attack, and meets the definition of Heart Attack, a benefit payment amount of \$300,000 will be paid.

12 months after the prostate cancer stage T1a claim, we will then upon your request reinstate the \$500,000 Sum Insured to cover:

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Cancer Crisis Event related to or caused by the same medical condition where a partial payment will be payable in respect of the second Cancer Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Stand Alone Sum Insured.

A partial payment for a second Heart Attack or Cancer event is limited to \$50,000 under the total reinstated policy.

12 months after the Heart Attack claim, we will then upon your request reinstate the \$300,000 Sum Insured to cover:

- all Cancer Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Heart Attack Crisis Event related to or caused by the same medical condition where a partial benefit will be payable in respect of the second Heart Attack Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Stand Alone Sum

A partial payment for a second Heart Attack or Cancer event is limited to \$50,000 under the total reinstated policy.

### Example 2:

- The Life Insured holds a Crisis Recovery Stand Alone benefit with a sum insured \$800,000 and a Crisis Reinstatement benefit.
- The Life Insured meets the definition of prostate cancer stage T1a, a restricted benefit payment of \$500,000 will be paid.

12 months after the prostate cancer stage T1a claim, we will then upon your request reinstate the \$500,000 Sum Insured to cover:

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Cancer Crisis Event related to or caused by the same medical condition where a partial payment will be payable in respect of the second Cancer Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Stand Alone Sum Insured.

A partial payment for a second Heart Attack or Cancer event is limited to \$50,000 under the total reinstated policy.

On the further diagnosis of Prostate Cancer stage T1b (using the TNM classification system) by a Medical Practitioner or the undergoing of major interventionist therapy the retained Sum Insured amount of \$300,000 will be paid under the Crisis Recovery Stand Alone benefit. In addition the partial payment of \$50,000 under the reinstated Coronary Plus will be paid.

We will then upon your request reinstate the remaining \$300,000 Sum Insured to cover:

- all Coronary Crisis Events,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and

No further partial payment will be covered under the total reinstated policy.

See condition 4.2.2 for rules relating to the payment of Crisis Recovery Stand Alone benefit in the event of prostate cancer.

#### b) Coronary Crisis Event

Where the Crisis Recovery Stand Alone Sum Insured has been reinstated following the full payment of a Coronary Crisis Event other than a Heart Attack, We will reinstate that Sum Insured covering;

- Cancer, and
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness).

Cover for all Coronary Crisis Events including a Heart Attack will be excluded.

#### **Heart Attack Crisis Event**

Where the Crisis Recovery Stand Alone Sum Insured has been reinstated following the full payment in respect of a Heart Attack Crisis Event, We will reinstate the Sum Insured covering;

- Cancer,
- all Other Serious Crisis Events (excluding Loss of Independence and Terminal Illness), and
- a second Heart Attack related to or caused by the same medical condition where a partial benefit will be payable in respect of the second Heart Attack Crisis Event. The partial payment will be the lower of;
- \$50,000; and
- 10% of the reinstated Crisis Recovery Stand Alone Sum Insured.

## c) Other Serious Crisis Events

Where the Crisis Recovery Stand Alone Sum Insured has been reinstated following the full payment of an Other Serious Crisis Event, We will reinstate that Sum Insured covering;

- Cancer Crisis Event,
- all Coronary Crisis Events, and
- all Other Serious Crisis Events (excluding the Crisis Event for which the original claim was made, Loss of Independence and Terminal Illness).

### 4.2.3 Termination

The Crisis Reinstatement benefit will terminate on the earliest to occur of:

- date the reinstatement option under the benefit is exercised;
- death of the Life Insured;
- 30 days after the date of payment of the full Sum Insured under the Crisis Recovery Stand Alone benefit;
- Expiry Date of the benefit (see condition 4.10.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled.

## 4.3 Family Protection Benefit

See the Family Protection benefit Terms and Conditions (conditions 3.12).

## 4.4 Total and Permanent Disablement

The Total and Permanent Disablement benefit condition applies only if the Total and Permanent Disablement benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 4.4.1 Benefits

#### a) Total and Permanent Disablement

The definition of Total and Permanent Disablement applicable under the Policy is shown on the Policy Schedule.

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Total and Permanent Disablement Sum Insured.

The premium that will be charged for the benefit depends on the definition of total and permanent disablement You select (see definitions in condition 8) and on the occupation category of the Life Insured.

## Applicable for Total and Permanent Disablement (Any Occupation) definition only

If the Life Insured returns to work in their own occupation or performs any other reasonable occupation but their earning capacity is permanently restricted due to their disablement to the extent that their income generated in the 12-month period commencing from their return to work is less than 25% of the income they generated in the previous 12 months of performing their own occupation, we will pay the Total and Permanent Disablement benefit.

#### b) Partial and Permanent Disablement

A partial benefit will be paid if the Life Insured suffers a permanent loss of use of one arm, or one leg or the permanent loss of sight in one eye.

The amount of the partial benefit payable will be the lower of 25% of the Total and Permanent Disablement Sum Insured and \$750,000.

The benefit will be paid only once during the lifetime of the Policy. Any payment made under the partial benefit provisions will reduce the Sum Insured under the Total and Permanent Disablement benefit and the Crisis Recovery Stand Alone benefit.

## c) Financial Planning Reimbursement

On the payment of a claim for the Total and Permanent Disablement Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below. This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

#### Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

### d) Day 1 TPD (removal of TPD qualifying period)

We will not require the Life Insured to be absent from employment for an uninterrupted period of three consecutive months if the Life Insured suffers (and We confirm diagnosis of) one of the applicable 'Other Serious Crisis Events' listed below and as a result the Life Insured would otherwise meet the definition of Total and Permanent Disablement applicable under the Policy.

The applicable 'Other Serious Crisis Events' are:

- Alzheimer's disease
- Blindness
- Paralysis
  - Diplegia
  - Hemiplegia
  - Paraplegia
- Quadriplegia
- Loss of Hearing
- Motor Neurone Disease
- Multiple Sclerosis
- Muscular Dystrophy
- Parkinson's Disease

Not applicable to the Total and Permanent Disablement (All Duties) definition.

### 4.4.2 Sum Insured Reduction

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the total of the Sums Insured for total and permanent disablement (refer condition 2.28) under the Policy is greater than \$3,000,000, it will be reduced to \$3,000,000.

If, at the Policy Anniversary where the Life Insured is aged 70 next birthday, the total of the Sums Insured for total and permanent disablement (refer condition 2.28) under the Policy is greater than \$2,000,000, it will be reduced to \$2,000,000.

Refer to conditions 3.6.3.5, 3.6.3.6 and 3.6.3.7 for rules about the reduction of the Sum Insured relating to this benefit.

#### 4.4.3 Benefit Reduction

The Total and Permanent Disablement Sum Insured will be reduced by the payment of a claim under the Crisis Recovery Stand Alone Plan for the following benefits:

- Crisis Recovery Stand Alone,
- Chronic Diagnosis Advancement,
- Total and Permanent Disablement,
- Accidental Total and Permanent Disablement, and
- Universal Total and Permanent Disablement.

#### 4.4.4 Termination

The Total and Permanent Disablement benefit will terminate on the:

- payment of the Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 4.10.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

## 4.5 Accidental Total and Permanent Disablement Benefit

The 'Accidental Total and Permanent Disablement Benefit' condition applies only if the Accidental Total and Permanent Disablement benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 4.5.1 Benefits

#### a) Accidental Total and Permanent Disablement

The definition of Accidental Total and Permanent Disablement applicable under the Policy is shown on the Policy Schedule.

If the Life Insured is deemed by Us to satisfy the definition of Accidental Total and Permanent Disablement applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Accidental Total and Permanent Disablement Sum Insured.

The premium that will be charged for the benefit depends on the definition of Accidental Total and Permanent Disablement You select (see definitions on Condition 8) and on the occupation category of the Life Insured.

## Applicable for Total and Permanent Disablement (Any Occupation) definition only

If the Life Insured returns to work in their own occupation or performs any other reasonable occupation but their earning capacity is permanently restricted due to their disablement to the extent that their income generated in the 12-month period commencing from their return to work is less than 25% of the income they generated in the previous 12 months of performing their own occupation, we will pay the Accidental Total and Permanent Disablement benefit.

## b) Accidental Partial and Permanent Disablement

A partial benefit will be paid if the Life Insured suffers a permanent loss of use of one arm, or one leg or the permanent loss of sight in one eye as a result of an Accidental Injury.

The amount of the partial benefit payable will be the lower of 25% of the Accidental Total and Permanent Disablement Sum Insured and \$750.000.

The benefit will be paid only once during the lifetime of the Policy. Any payment made under the partial benefit provisions will reduce the Sum Insured under the Accidental Total and Permanent Disablement benefit and the Crisis Recovery Stand Alone benefit.

#### c) Financial Planning Reimbursement

On the payment of a claim for the full Accidental Total and Permanent Disablement Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below. This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

#### Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

### 4.5.2 Sum Insured Reduction

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the total of the Sums Insured for total and permanent disablement (refer condition 2.28) under the Policy is greater than \$3,000,000, it will be reduced to \$3,000,000.

If, at the Policy Anniversary where the Life Insured is aged 70 next birthday, the total of the Sums Insured for total and permanent disablement (refer condition 2.28) under the Policy is greater than \$2,000,000, it will be reduced to \$2,000,000.

Refer to conditions 3.6.3.5, 3.6.3.6 and 3.6.3.7 for rules about the reduction of the Sum Insured relating to this benefit.

#### 4.5.3 Benefit Reduction

The Accidental Total and Permanent Disablement Sum Insured will be reduced by the payment of a claim under the Crisis Recovery Stand Alone Plan for the following benefits:

- Crisis Recovery Stand Alone,
- Chronic Diagnosis Advancement,
- Total and Permanent Disablement,
- Accidental Total and Permanent Disablement, and
- Universal Total and Permanent Disablement.

The Accidental Total and Permanent Disablement Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Accidental Total and Permanent Disablement Sum Insured.

#### 4.5.4 Termination

The Accidental Total and Permanent Disablement benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured:
- Expiry Date of the benefit (see condition 4.10.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

## 4.6 Universal Total and Permanent Disablement Benefit

The 'Universal Total and Permanent Disablement Benefit' condition applies only if the Universal Total and Permanent Disablement benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 4.6.1 Benefits

#### a) Universal Total and Permanent Disablement

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement (Universal) applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Universal Total and Permanent Disablement Sum Insured.

#### b) Financial Planning Reimbursement

On the payment of a claim for the full Universal Total and Permanent Disablement Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below.

This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 12 months following the claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

## 4.6.2 Sum Insured Reduction

If, at the Policy Anniversary where the Life Insured is aged 65 next birthday, the total of the Sums Insured for total and permanent disablement (refer to condition 2.28) under the Policy is greater than \$3,000,000, it will be reduced to \$3,000,000.

If, at the Policy Anniversary where the Life Insured is aged 70 next birthday, the total of the Sums Insured for total and permanent disablement (refer to condition 2.28) under the Policy is greater than \$2,000,000, it will be reduced to \$2,000,000.

Refer to condition 3.6.3.5, 3.6.3.6 and 3.6.3.7 for rules about the reduction of the Sum Insured relating to this benefit.

#### 4.6.3 Benefit Reduction

The Universal Total and Permanent Disablement Sum Insured will be reduced by the payment of a claim under the Crisis Recovery Stand Alone Plan for the following benefits:

- Crisis Recovery Stand Alone,
- · Chronic Diagnosis Advancement,
- Total and Permanent Disablement,
- Accidental Total and Permanent Disablement, and
- Universal Total and Permanent Disablement.

The Universal Total and Permanent Disablement Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Universal Total and Permanent Disablement Sum Insured.

#### 4.6.4 Termination

The Universal Total and Permanent Disablement benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 4.10.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

## 4.7 Forward Underwriting Benefit

See the Forward Underwriting Benefit Terms and Conditions (Condition 3.16). These conditions apply to the Forward Underwriting benefit under the Crisis Recovery Stand Alone Plan.

## 4.8 Business Safeguard Forward Underwriting Benefit

See the Business Safeguard Forward Underwriting Benefit Terms and Conditions (Condition 3.17). These conditions apply to the Business Safeguard Forward Underwriting benefit under the Crisis Recovery Stand Alone Plan.

## 4.9 Life Cover Purchase

The Life Cover Purchase benefit is available as a Rider Benefit under the Crisis Recovery Stand Alone benefit or under the Total and Permanent Disablement Rider Benefit to the Crisis Recovery Stand Alone benefit. See condition 3.24

## 4.10 Applying to All Benefits under the Crisis Recovery Stand Alone Plan

## 4.10.1 Expiry Dates

Premiums and cover for each benefit cease at the Expiry Date of that benefit.

The Expiry Date for each benefit is the latest Policy Anniversary prior to the Life Insured attaining a specific age. The specific ages for each benefit are as follows:

ages for each benefit are as follows.			
Benefit	Age		
Crisis Recovery Stand Alone	70		
Crisis Reinstatement	65		
Family Protection  • Life Insured or  • Insured Child, whichever earlier.	70 21		
Total and Permanent Disablement  • AAA, AA and A  • B, C, CT, D and Home Duties  • E	70 65 55		
Forward Underwriting	65		
Business Safeguard Forward Underwriting	65		
Universal Total and Permanent Disablement  • AAA, AA and A B, C, CT, D and Home Duties  • E	70 55		
Accidental Total and Permanent Disablement*  • AAA, AA and A  • B, C, CT, D and Home Duties	70 65		
Life Cover Purchase (Rider Benefit under Crisis Recovery Stand Alone)	65		
Life Cover Purchase (Rider Benefit under Total and Permanent Disablement Rider Benefit under Crisis Recovery Stand Alone)  • AAA, AA, A, B, C, CT, D and Home Duties  • E	65 55		

<sup>\*</sup>Not available for a Life Insured in Occupation Category E.

## 4.10.2 Maximum Sums Insured

Benefit	Maximum Sum Insured
Crisis Recovery Stand Alone  • AAA, AA, A, B, C, CT, D and E  • Home Duties	• \$2,000,000 • \$750,000
Family Protection*	• \$200,000 for each Insured Child

Benefit	Maximum Sum Insured
Total and Permanent Disablement*  • AAA, AA, A, B, C and CT  • D – age up to 55 next birthday  • E – age up to 50 next birthday  • Home Duties	• \$2,000,000 <sup>†</sup> • \$2,000,000 <sup>†</sup> • \$1,000,000 • \$750,000
Universal Total and Permanent Disablement* • AAA, AA, A, B, C, CT, D and E • Home Duties	• \$1,000,000 • \$750,000
Accidental Total and Permanent Disablement* • AAA, AA, A, B, C, CT and D • E • Home Duties	• \$1,000,000 • Not Available • \$750,000
Forward Underwriting§	• \$10,000,000
Business Safeguard Forward Underwriting§	• \$10,000,000
Life Cover Purchase (Rider Benefit under Crisis Recovery Stand Alone)	Crisis Recovery Stand Alone Sum Insured
Life Cover Purchase (Rider Benefit under Total and Permanent Disablement Rider Benefit)	Sum Insured for the Total and Permanent Disablement Rider Benefit under Crisis Recovery Stand Alone benefit

- \* Cannot exceed the Crisis Recovery Stand Alone Sum Insured selected.
- <sup>†</sup> A maximum Total and Permanent Disablement Sum Insured of \$1,000,000 applies where the Life Insured is working as a Permanent Part-time Employee.
- § Minimum Sum Insured is \$100,000 and, total and permanent disablement and crisis recovery cover are capped at \$5,000,000 and \$2,000,000, respectively, depending on the Life Insured's occupation category. Universal Total and Permanent Disablement cover is capped at \$1,000,000.

The maximum for the Crisis Recovery Stand Alone benefit will include the sum insured for all similar benefits under the Life Cover benefit (see condition 3.1) and Crisis Recovery Stand Alone benefit (see condition 4.1) and will apply to the total sums insured for all similar benefits on the Life Insured with Us and other insurers.

The maximum for the Total and Permanent Disablement benefit will include the sum insured for Total and Permanent Disablement, Total and Permanent Disablement Stand Alone, Accidental Total and Permanent Disablement, Accidental Total and Permanent Disablement Stand Alone, Universal Total and Permanent Disablement, Universal Total and Permanent Disablement Stand Alone and Double Universal Total and Permanent Disablement Stand Alone

The Family Protection maximum will include the Sum Insured for any Family Protection benefit under the Life Cover benefit (see condition 3.12), the Crisis Recovery Stand Alone benefit (see condition 4.1), the Accidental Death benefit (see condition 3.19), the Total and Permanent Disablement Stand Alone (see condition 3.20) and under the Accidental Total and Permanent Disablement Stand Alone (see condition 3.21) and will apply to the total sum insured for all similar benefits on the Insured Child with Us and other insurers.

#### 4.10.3 Premiums

Please see condition 2.5 of the Policy Terms and Conditions.

#### 4.10.3.1 Premium Freeze

At each Policy Anniversary, provided the Life Insured is aged 35 years or older and premiums are payable on a stepped premium basis. You may elect to pay the same annual premium as You paid for the previous policy year. The Sum Insured for each benefit will decrease each year on the Policy Anniversary by an amount as calculated by Us so as to ensure that the premium remains unchanged. You must notify Our office each year at least 30 days before the Policy Anniversary if You wish to continue with the premium freeze option. If Our office is not notified in writing, Your premium will increase in accordance with Your age next birthday.

When the Premium Freeze option is exercised, any Benefit Indexation (see condition 2.17) will cease.

The Premium Freeze will not apply to the Forward Underwriting benefit or the Business Safeguard Forward Underwriting benefit.

#### 4.10.4 Worldwide Protection

The Life Insured is covered under the Crisis Recovery Stand Alone Plan anywhere in the world, 24 hours each day.

### 4.10.5 Exclusions

The benefits under the Crisis Recovery Stand Alone Plan are not payable in the following circumstances:

#### Crisis Recovery Stand Alone Benefit and Family Protection Benefit

• Death from suicide within 13 months from the commencement date, date of increase or the last reinstatement date of the benefit. For a benefit increase, the benefit is not payable only in respect of the increase in the Sum Insured. (This exclusion will be waived in respect of any death cover under the Policy provided the Policy is replacing death cover from a previous insurer and the full suicide exclusion period under the in force policy to be replaced has elapsed.)

# Crisis Recovery Stand Alone Benefit, Total and Permanent Disablement Benefit, Accidental Total and Permanent Disablement and Universal Total and Permanent Disablement

• An event, including a Crisis Event or any disablement, directly or indirectly, wholly or partly, caused by intentional self-inflicted injury or any such attempt by the Life Insured.

## Family Protection Benefit

- An event, including a Crisis Event, directly or indirectly, wholly or partly, caused by intentional self-inflicted injury or any attempt by the Insured Child; or
- An event caused by a congenital condition (until 10th birthday of Insured Child); or
- An event intentionally caused to the Insured Child by the Insured Child's parent, guardian or relative or someone who lives with or supervises the Insured Child.

## 5 Income Protection Plan (Agreed Value, Indemnity or Extended Indemnity)

The 'Income Protection Plan' conditions apply only if the Income Protection Plan has been selected or Super Extras has been selected with a linked Income Protection or linked Income Protection Accident Only benefit under a Superannuation Income Protection Plan. The benefits selected under the Income Protection Plan or the Super Extras policy are shown on the Policy Schedule.

Priority Protection can provide three income protection benefits each of which provides an income stream in the event of the total or partial disablement of the Life Insured. They are:

#### **Income Protection Benefit**

Covers disablement due to Injury or Sickness and provides income protection on one of the following bases:

- Agreed Value,
- Indemnity, and
- Extended Indemnity;

### **Income Protection Accident Only Benefit**

Covers disablement due to Accidental Injury only and provides income protection on one of the following bases:

- Agreed Value,
- · Indemnity, and
- Extended Indemnity;

(see definitions in condition 8)

and

#### Income Protection Essentials Benefit

Covers disablement due to Injury or Sickness and provides income protection on an Agreed Value basis. See condition 8.

## The Income Protection benefit offers the following Rider Benefits:

- Claim Escalation (see condition 5.3);
- Advantage Optional (see condition 5.4);
- PLUS Optional (see condition 5.5);
- Day 1 Accident (see condition 5.6);
- Income Protection Lump Sum (see condition 5.7); and
- Business Expenses (see condition 5.8).
- Retirement Optimiser (see condition 5.9);
- Carer's Allowance (see condition 5.10);

The Income Protection Accident Only benefit offers the following Rider Benefits:

- Claim Escalation (see condition 5.3); and
- Day 1 Accident (see condition 5.6).
- Retirement Optimiser (see condition 5.9);
- Carer's Allowance (see condition 5.10).

If chosen, the Claim Escalation, Advantage Optional and the PLUS Optional benefits will be on the same basis (i.e. 'Agreed Value' or 'Indemnity' or 'Extended Indemnity') as the Income Protection benefit or Income Protection Accident Only benefit, whichever benefit is selected.

### Super Extras

The 'Income Protection Plan' conditions apply if an Income Protection or Income Protection Accident Only benefit with Super Extras, on either an Indemnity, an Extended Indemnity or an Agreed Value basis, has been selected under a linked Superannuation Income Protection Plan. The benefits applicable under Super Extras will be as set out in the Policy Schedule to this Policy. Super Extras is a non-superannuation Income Protection Plan policy issued by AIA Australia and owned by You.

The benefits applicable to the Income Protection or Income Protection Accident Only benefit under the linked Superannuation Income Protection Plan will be as set out in the Policy Schedule to the linked Superannuation Income Protection Plan policy.

An Income Protection or Income Protection Accident Only benefit that cannot be paid under the linked Superannuation Income Protection Plan, because it does not satisfy a permitted condition of release as set out in the linked Superannuation Income Protection Plan policy, may be paid under the linked Super Extras policy provided its payment is in accordance with the terms and conditions of this Policy. This includes built-in benefits under the Income Protection Plan such as, but not limited to Severity benefit (see condition 5.1.6) and Needlestick Injury benefit (see condition 5.1.12).

Super Extras will provide you with a non-superannuation version of each superannuation benefit selected under the linked Superannuation Income Protection Plan together with any additional benefit(s) You select from the range of optional benefits available under Super Extras.

Super Extras can provide the following benefits under the **Income Protection** benefit:

- Income Protection (Agreed Value, Indemnity or Extended Indemnity) – (see condition 5.1);
- Retirement Optimiser (see condition 5.9);
- Claim Escalation (see condition 5.3);
- Day 1 Accident (see condition 5.6); and
- Advantage Optional (see condition 5.4);
- PLUS Optional (see condition 5.5);
- Income Protection Lump Sum (see condition 5.7); and
- Carer's Allowance (see condition 5.10).

Super Extras can provide the following benefits under the Income Protection Accident Only benefit:

- Income Protection Accident Only (Agreed Value, Indemnity or Extended Indemnity) – (see condition 5.1);
- Retirement Optimiser (see condition 5.9);
- Claim Escalation (see condition 5.3);
- Day 1 Accident (see condition 5.6); and
- Carer's Allowance (see condition 5.10).

If chosen, the Retirement Optimiser, Claim Escalation, Advantage Optional and the PLUS Optional benefits will be on the same basis (i.e. 'Agreed Value', 'Indemnity' or 'Extended Indemnity') as the Income Protection benefit or Income Protection Accident Only benefit, whichever benefit is selected.

If the Income Protection benefit or Income Protection Accident Only benefit under the linked Superannuation Income Protection Plan terminates, the Super Extras policy will automatically terminate and vice versa. If the linked Superannuation Income Protection Plan is on an Indemnity basis, Super Extras is also on an Indemnity

basis where applicable. If the linked Superannuation Income Protection Plan is on an Extended Indemnity basis, Super Extras is also on an Extended Indemnity basis where applicable. If the linked Superannuation Income Protection Plan is on an Agreed Value basis, Super Extras is also on an Agreed Value basis where applicable. The policy fee, where applicable, will be applied to the Superannuation Income Protection Plan.

The benefits payable under the Super Extras policy for a claim will be reduced by any benefits paid for that claim under the linked Superannuation Income Protection Plan. Only those benefit payments which satisfy a permitted condition of release under the Superannuation Industry (Supervision) Regulations 1994 may be paid under the Superannuation Income Protection Plan. Those benefit amounts which were not paid under the Superannuation Income Protection Plan because the payment for the claim would not satisfy a permitted condition of release will be paid under the Super Extras policy provided the total amount paid under both policies (Superannuation Income Protection Plan and Super Extras) for the claim does not exceed the full amount of the claim determined in accordance with the terms and conditions of the benefits.

### **Important Notice**

This is not a savings plan and is without profits. The primary purpose of the Income Protection Plan is to provide an income benefit in the event of the disablement of the Life Insured either through Injury or Sickness or through Accidental Injury only.

## 5.1 Income Protection Benefit and Income Protection Accident Only Benefit

The benefits and features under the Income Protection Benefit and Income Protection Accident Only benefit are described below or elsewhere in the Policy:

- Total Disablement (see condition 5.1.1)
- Partial Disablement (see condition 5.1.2)
- Waiver of Premium (see condition 5.1.3)
- Rehabilitation Expenses (see condition 5.1.4)
- Recurrent Disablement (see condition 5.1.5)
- Severity Benefit (see condition 5.1.6)
- Terminal Illness (see condition 5.1.7)
- Death (see condition 5.1.8)
- Worldwide Protection (see condition 5.1.9)
- AIDS Cover (see condition 5.1.10) not available under the Income Protection Accident Only benefit
- Needlestick Injury (see condition 5.1.12) not available under the Income Protection Accident Only benefit
- Cosmetic or Elective Surgery (see condition 5.1.13)
- Involuntary Unemployment Waiver of Premium feature (see condition 5.1.14)
- Guaranteed Future Insurability (see condition 5.1.15)
- Benefit Indexation (see condition 2.17)

## 5.1.1 Total Disablement Benefit

## Applicable for Occupational Categories AAA, AA and A only:

If the Life Insured is disabled (totally or partially) for longer than the Waiting Period selected, the monthly benefit will be payable from the end of the Waiting Period and will continue to be paid

throughout the Benefit Period selected as long as the Life Insured continues to be disabled. The benefit is calculated on a daily basis and paid monthly in arrears. The amount of the Total Disablement benefit may be subject to claim offsets (see condition 5.1.11).

#### Applicable for Occupational Categories B, C, CT, D and E only:

If the Life Insured is totally disabled for longer than the Waiting Period selected, the monthly benefit will be payable from the end of the Waiting Period and will continue to be paid throughout the Benefit Period selected as long as the Life Insured continues to be totally disabled. The benefit is calculated on a daily basis and paid at the end of each month. The amount of the Total Disablement benefit may be subject to claim offsets (see condition 5.1.11).

The Life Insured is totally disabled if He or She satisfies the definition of total disablement relevant to the income protection benefit selected and the occupation category of the Life Insured at the commencement date of the benefit.

If the Income Protection benefit is selected, the relevant definitions are Total Disablement (Income Protection) applicable to Occupation Categories AAA, AA, A, B, C, CT & D, and Total Disablement (Income Protection – Occupation E) applicable to Occupation Category E.

If the Income Protection Accident Only benefit is selected, the relevant definitions are Total Disablement (Income Protection Accident Only) applicable to Occupation Categories AAA, AA, A, B, C, CT & D, and Total Disablement (Income Protection Accident Only – Occupation E) applicable to Occupation Category E.

See condition 8 for the definitions of total disablement.

## 5.1.1.1 Total Disablement Benefit Amount (Agreed Value)

This section applies if the Policy Schedule shows that the Income Protection (Agreed Value) benefit or the Income Protection Accident Only (Agreed Value) benefit has been selected.

The initial amount of benefit payable will be the Insured Monthly Benefit set out in the Policy Schedule, as amended from time to time by indexation increases, voluntary increases or voluntary decreases, less any claim offsets applicable (see condition 5.1.11).

#### 5.1.1.2 Total Disablement Benefit Amount (Indemnity)

This section applies if the Policy Schedule shows that the Income Protection (Indemnity) benefit or the Income Protection Accident Only (Indemnity) benefit has been selected.

The initial amount of benefit payable will be the lesser of:

- the Insured Monthly Benefit set out in the Policy Schedule, as amended from time to time by indexation increases, voluntary increases or voluntary decreases at the commencement of the disablement (applicable to Occupational Categories AAA, AA and A only) or total disablement, less any claim offsets applicable (see condition 5.1.11); and
- (ii) 75% of the first \$26,667 of monthly Pre-disablement Income (Indemnity) at the commencement of the disablement (applicable to Occupational Categories AAA, AA and A only) or total disablement, plus 50% of the next \$20,000 of monthly Pre-disablement Income (Indemnity), plus 20% of the next \$150,000 of the Life Insured's Pre-disablement Income (Indemnity), less any claim offsets applicable (see condition 5.1.11).

#### 5.1.1.3 Total Disablement Benefit Amount (Extended Indemnity)

This section applies if the Policy Schedule shows that the Income Protection (Extended Indemnity) benefit or the Income Protection Accident Only (Extended Indemnity) benefit has been selected.

The initial amount of benefit payable will be the lesser of:

- the Insured Monthly Benefit set out in the Policy Schedule, as amended from time to time by indexation increases, voluntary increases or voluntary decreases at the commencement of the disablement (applicable to Occupational Categories AAA, AA and A only) or total disablement, less any claim offsets applicable (see condition 5.1.11); and
- (iii) 75% of the first \$26,667 of monthly Pre-disablement Income (Extended Indemnity) at the commencement of the disablement (applicable to Occupational Categories AAA, AA and A only) or total disablement, plus 50% of the next \$20,000 of monthly Pre-disablement Income (Extended Indemnity), plus 20% of the next \$150,000 of the Life Insured's Pre-disablement Income (Extended Indemnity), less any claim offsets applicable (see condition 5.1.11).

## 5.1.1.4 Total Disablement Benefit Amount (Income Protection Essentials)

This section applies if the Policy Schedule shows that the Income Protection Essentials benefit has been selected.

The initial amount of benefit payable will be the Insured Monthly Benefit set out in the Policy Schedule, as amended from time to time by indexation increases, voluntary increases or voluntary decreases, less any claim offsets applicable (see condition 5.2.11).

## 5.1.2 Partial Disablement Benefit

## Applicable for Occupational Categories AAA, AA and A only:

The Partial Disablement benefit will be paid if the Life Insured

- has been continuously disabled (totally or partially) during the Waiting Period; and
- has been continuously disabled (totally or partially) since the end of the Waiting Period; and
- is now partially disabled.

## Applicable for Occupational Categories B, C, CT, D and E only:

The Partial Disablement benefit will be paid if the Life Insured

- has been totally disabled for at least seven out of 12 consecutive days during the Waiting Period; and
- has been continuously disabled (totally or partially) for the balance of the Waiting Period; and
- has been continuously disabled (totally or partially) since the end of the Waiting Period; and
- is now partially disabled.

The Life Insured is partially disabled if He or She satisfies the definition of partial disablement relevant to the income protection benefit selected. The relevant definitions are Partial Disablement (Income Protection) or Partial Disablement (Income Protection Accident Only) as defined in condition 8.

The benefit will be payable from the first day the Life Insured is partially disabled after the end of the Waiting Period and will continue throughout the Benefit Period selected as long as the Life Insured continues to be partially disabled. The benefit is calculated on a daily basis and paid monthly in arrears.

#### 5.1.2.1 Partial Disablement Benefit Amount (Agreed Value)

The initial monthly benefit payable will be:

 $(A - B)/A \times C$ ,

where

A = Pre-disablement Income (Agreed Value),

B = Monthly income while partially disabled; and

C = Insured Monthly Benefit

If the Life Insured's monthly income while partially disabled is negative, We will treat it as zero.

If there is a delay between the time the Life Insured generated the monthly income and when the Life Insured actually received it, We will deem the income to have been received in the month in which it was actually generated and this income will form the basis of our calculation of 'B'.

If the Life Insured is partially disabled and is not working to the extent of His/Her capability as a result of causes other than Injury or Sickness and this situation continues for at least 2 months, then 'B' will be calculated based on what the Life Insured could reasonably be expected to earn if He/She were working to the extent of His/Her capability. (Please see condition 8 for the definition of 'PARTIAL DISABLEMENT – INCOME PROTECTION CAPABILITY CLAUSE' for more details on the calculation of the Partial Disablement benefit amount.)

The amount of benefit payable in a month may be reduced for any claim offsets (see condition 5.1.11).

If the Life Insured is earning 25% or less of Pre-disablement Income (Agreed Value) during any of the first three months immediately after the end of the Waiting Period, We will pay the total disablement benefit for that month.

See condition 8 for the definitions of Pre-disablement Income. Different definitions apply to Agreed Value, Indemnity and Extended Indemnity.

## 5.1.2.2 Partial Disablement Benefit Amount (Indemnity)

The initial monthly benefit payable will be:

 $(A - B)/A \times C$ 

where

A = Pre-disablement Income (Indemnity),

B = Monthly income while partially disabled; and

C = Insured Monthly Benefit

If the Life Insured's monthly income while partially disabled is negative, We will treat it as zero.

If there is a delay between the time the Life Insured generated the monthly income and when the Life Insured actually received it, We will deem the income to have been received in the month in which it was actually generated and this income will form the basis of our calculation of 'B'.

If the Life Insured is partially disabled and is not working to the extent of His/Her capability as a result of causes other than Injury or Sickness and this situation continues for at least 2 months, then 'B' will be calculated based on what the Life Insured could reasonably be expected to earn if He/She were working to the extent of His/Her capability. (Please see condition 8 for the definition of 'PARTIAL DISABLEMENT – INCOME PROTECTION

CAPABILITY CLAUSE' for more details on the calculation of the Partial Disablement benefit amount 1

The amount of benefit payable in a month may be reduced for any claim offsets (see condition 5.1.11).

The aggregate of the Partial Disablement benefit, the Life Insured's earnings in that month from personal exertion and any other payments received by the Life Insured (see (i) and (ii) of the 'claim offset' condition in 5.1.11), where applicable, cannot exceed the lower of the Insured Monthly Benefit under this benefit and 100% of the Life Insured's Pre-disablement Income (Indemnity).

If the Life Insured is earning 25% or less of Pre-disablement Income (Indemnity) during any of the first three months immediately after the end of the Waiting Period, We will pay the total disablement benefit for that month.

See condition 8 for the definitions of Pre-disablement Income. Different definitions apply to Agreed Value, Indemnity and Extended Indemnity.

## 5.1.2.3 Partial Disablement Benefit Amount (Extended Indemnity)

The initial monthly benefit payable will be:

 $(A - B)/A \times C$ .

where

A = Pre-disablement Income (Extended Indemnity),

B = Monthly income while partially disabled; and

C = Insured Monthly Benefit

If the Life Insured's monthly income while partially disabled is negative, We will treat it as zero.

If there is a delay between the time the Life Insured generated the monthly income and when the Life Insured actually received it, We will deem the income to have been received in the month in which it was actually generated and this income will form the basis of our calculation of 'B'.

If the Life Insured is partially disabled and is not working to the extent of His/Her capability as a result of causes other than Injury or Sickness and this situation continues for at least 2 months, then 'B' will be calculated based on what the Life Insured could reasonably be expected to earn if He/She were working to the extent of His/Her capability. (Please see condition 8 for the definition of 'PARTIAL DISABLEMENT – INCOME PROTECTION CAPABILITY CLAUSE' for more details on the calculation of the Partial Disablement benefit amount 1

The amount of benefit payable in a month may be reduced for any claim offsets (see condition 5.1.11).

The aggregate of the Partial Disablement benefit, the Life Insured's earnings in that month from personal exertion and any other payments received by the Life Insured (see (i) and (ii) of the 'claim offset' condition in 5.1.11), where applicable, cannot exceed the lower of the Insured Monthly Benefit under this benefit and 100% of the Life Insured's Pre-disablement Income (Extended Indemnity).

If the Life Insured is earning 25% or less of Pre-disablement Income (Extended Indemnity) during any of the first three months immediately after the end of the Waiting Period, We will pay the total disablement benefit for that month.

See condition 8 for the definitions of Pre-disablement Income. Different definitions apply to Agreed Value, Indemnity and Extended Indemnity.

### 5.1.3 Waiver of Premium Benefit

If We pay a benefit for Total Disablement or Partial Disablement, We will:

- waive the premiums in respect of that benefit that You would otherwise pay, but only until the end of the Benefit Period for that benefit or the date that the Total Disablement or Partial Disablement ceases (whichever occurs first); and
- reimburse You for premiums referable to that benefit that You have paid during the Waiting Period for that benefit.

While premiums are being waived, Benefit Indexation if selected, will continue.

Premium payments must recommence from the date on which the waiving of premium ceases.

### 5.1.4 Rehabilitation Expenses Benefit

We will pay the cost of a rehabilitation program for the Life Insured that is approved by Us in advance. The rehabilitation program must be necessary as part of a structured return to work program and must be necessary to assist in rehabilitating the Life Insured back to work.

The benefit also covers the reimbursement of occupational services, aides, equipment and/or modifications that are considered necessary as part of a structured return to work program. These expenses must be approved by Us in advance and are limited to the maximum benefit of up to 12 times the Insured Monthly Benefit.

This benefit is payable in addition to any other benefit received.

We will not pay You this benefit for expenses that are reimbursed from any other source.

#### 5.1.5 Recurrent Disablement Benefit

If the Life Insured returns to work on a full-time basis after receiving a total disablement benefit or partial disablement benefit and suffers a recurrence of the disablement from the same or a related Injury or Sickness (Income Protection benefit) or from the same Accidental Injury (Income Protection Accident Only benefit) within 12 months of returning to work on a full-time basis, We will waive the Waiting Period and recommence benefit payments immediately.

The claim will be treated as a continuation of the most recent claim and will be payable for up to the balance of the Benefit Period.

Any recurrence of total disablement or partial disablement occurring more than 12 months after returning to work on a full-time basis will be subject to another Waiting Period and another Benefit Period.

## 5.1.6 Severity Benefit

If We have paid claim payments for more than six consecutive months after the end of the Waiting Period, and at that time the Life Insured is totally disabled to the extent that the Life Insured is unable to perform at least 2 of the Activities of Daily Living and the Life Insured is under the continuous care and supervision by another adult, We will pay an additional 1/3 of the monthly benefit

until the end of the Benefit Period as long as the Life Insured continues to be totally disabled to the extent that the Life Insured is unable to perform at least 2 of the Activities of Daily Living.

The benefit will be subject to re-assessments, based on medical evidence, that the Life Insured requires ongoing continuous care and supervision by another adult. The benefit amount may be subject to claim offsets (see condition 5.1.11).

The sum of the Total Disablement benefit and the Severity benefit cannot exceed \$30,000 per month.

#### 5.1.7 Terminal Illness Benefit

If the Life Insured is receiving a benefit under the Income Protection Plan and is diagnosed with a Terminal Illness before the Expiry Date of their benefit and We confirm the diagnosis, we will pay You a forward payment of the Death Benefit. We will pay this benefit once only. If We make a forward payment of the Death Benefit for Terminal Illness We will not also pay it upon the death of the Life Insured.

We will pay this benefit for Terminal Illness in addition to any other benefits payable while the Life Insured is on claim under this cover.

#### 5.1.8 Death Benefit

If the Life Insured dies while the Income Protection Plan is in force We will pay You or Your nominated beneficiary six times the Insured Monthly Benefit up to a maximum death benefit of \$60,000.

## 5.1.9 Worldwide Protection

The Life Insured is covered under the Income Protection Plan (Agreed Value, Indemnity or Extended Indemnity) anywhere in the world, 24 hours each day.

## 5.1.10 AIDS Cover

The Income Protection benefit (Agreed Value, Indemnity or Extended Indemnity) provides cover on the Life Insured's disablement due directly or indirectly to the human immunodeficiency virus (HIV) or the acquired immune deficiency syndrome (AIDS) from any cause, first diagnosed during the term of the benefit. We may require the Life Insured to undergo an HIV test at the time of application to ensure that the Life Insured is not HIV positive at the commencement of the benefit.

#### 5.1.11 Claim Offsets

## Occupation Categories AAA and AA (Agreed Value, Indemnity and Extended Indemnity)

This condition applies to both the Income Protection benefit (including the Needlestick Injury Benefit) and the Income Protection Accident Only benefit.

In the event of a claim for the total disablement or partial disablement benefit We may reduce the amount of the benefit otherwise payable by amounts received from other sources for loss of income in respect of the Life Insured's Injury or Sickness.

Amounts that can be offset include regular payments made from another insurance policy or from a superannuation/pension plan, but only if that policy/plan was not disclosed to Us when You applied for this Policy or when You applied for an increase in cover under the Policy. Government pension payments can also be offset where

the Income Protection or Income Protection Accident Only benefit is on an Agreed, Indemnity or Extended Indemnity basis and the Benefit Period is 'to age 70'.

If any of these regular payments are paid other than monthly or in the form of a lump sum or are exchanged for a lump sum, We will convert them to an equivalent monthly payment. A lump sum payment will be deemed to be the monthly equivalent of 1/60 of the lump sum payment for up to five years. Any lump sum Total and Permanent Disablement, Crisis Recovery or Terminal Illness benefit received will not be offset against Your total disablement or partial disablement benefit.

We will reduce the amount of the total disablement or partial disablement benefit only to the extent that:

- the aggregate of the Total Disablement benefit and any other
  payments made cannot exceed 75% of the first \$26,667 of the Life
  Insured's monthly Pre-disablement Income, plus 50% of the next
  \$20,000 of the Life Insured's monthly Pre-disablement Income
  plus 20% of the next \$150,000 of the Life Insured's monthly Predisablement Income;
- the aggregate of the Partial Disablement benefit, the Life Insured's monthly Income and any other payments made cannot exceed 100% of the Life Insured's monthly Pre-disablement Income.

## Occupation Categories A, B, C, CT, D and E (Agreed Value, Indemnity or Extended Indemnity)

This condition applies to both the Income Protection benefit (including the Needlestick Injury Benefit) and the Income Protection Accident Only benefit.

In the event of a claim for the total disablement or partial disablement benefit We may reduce the amount of the benefit otherwise payable by amounts received from other sources or amounts that the Life Insured is entitled to receive for loss of income in respect of the Life Insured's Injury or Sickness.

Amounts that can be offset are:

- regular payments made under a workers' compensation or motor accident claim or any claim made under any similar state or federal legislation; and
- (ii) regular payments made from another insurance policy or from a superannuation/pension plan, but only if that policy/plan was not disclosed to Us when You applied for this Policy or when You applied for an increase in cover under this Policy.

If any of these regular payments are paid other than monthly or in the form of a lump sum or are exchanged for a lump sum, We will convert them to an equivalent monthly payment. A lump sum payment will be deemed to be the monthly equivalent of 1/60 of the lump sum payment for up to five years. Any lump sum Total and Permanent Disablement, Crisis Recovery or Terminal Illness benefit received will not be offset against Your total disablement or partial disablement benefit.

We will reduce the amount of the total disablement or partial disablement benefit only to the extent that:

• the aggregate of the Total Disablement benefit and any other payments made (see (i) and (ii) above) cannot exceed 75% of the first \$26,667 of the Life Insured's monthly Pre-disablement Income, plus 50% of the next \$20,000 of the Life Insured's monthly Pre-disablement Income plus 20% of the next \$150,000 of the Life Insured's monthly Pre-disablement Income;

 the aggregate of the Partial Disablement benefit, the Life Insured's monthly Income and any other payments made (see (i) and (ii) above) cannot exceed 100% of the Life Insured's monthly Pre-disablement Income.

#### 5.1.12 Needlestick Injury Benefit

If, as a result of a needlestick injury or a splash injury occurring during the course of carrying out the duties of their normal occupation, the Life Insured becomes infected with Human Immunodeficiency Virus (HIV), the Acquired Immune Deficiency Syndrome (AIDS), Hepatitis B or Hepatitis C and as a result a reduction in the Life Insured's earnings is experienced (including if the Life Insured's relevant licensing body advises the Life Insured to cease work or if the Life Insured has disclosed this infection to their patients), We will pay a Needlestick Injury benefit (see condition 5.1.12.2 for Agreed Value, condition 5.1.12.3 for Indemnity or condition 5.1.12.4 for Extended Indemnity) as at the Date of Loss (Needlestick) (see condition 8) once the Waiting Period (Needlestick) (see condition 8) expires.

#### 5.1.12.1 Conditions and Limitations

- This benefit is only available to the Life Insured who has the Occupation Category of AA and is working in a medical or allied occupation at the time of the injury.
- Any injury giving rise to a potential claim must be reported to Us in addition to the Life Insured's relevant licensing body within 30 days and be supported by a negative HIV, Hepatitis B or Hepatitis C antibody test taken within 7 days after the injury.
- Sero-conversion evidence of the HIV, Hepatitis B or Hepatitis C infection must occur within six months of the injury.
- We must be given access to test independently all blood samples used, if We require.
- We retain the right to take further independent blood tests or other medically accepted HIV tests.
- Infection in any other manner, caused directly or indirectly, including by an intentional self-inflicted act, sexual activity or recreational intravenous drug use is specifically excluded.
- The Needlestick Injury benefit does not cover any disease, sickness or incapacity other than occupationally acquired infection of the Life Insured with HIV, Hepatitis B or Hepatitis C whilst performing the duties of their normal occupation.
- Cover for the Needlestick Injury benefit will not apply where a cure for HIV, AIDS, Hepatitis B or Hepatitis C has become available before the accident giving rise to a claim.
- The Needlestick Injury benefit is not payable in conjunction with the Accidental HIV Infection Crisis Event under the Crisis Recovery benefit, or the Occupationally Acquired Hepatitis B or Hepatitis C infection under the PLUS Optional benefit.

## 5.1.12.2 Needlestick Injury Benefit (Agreed Value)

The initial monthly benefit payable will be:

 $(A - B)/A \times C$ ,

where

A = Pre-Needlestick Injury Income (Agreed Value),

B = Monthly income after Date of Loss (Needlestick); and

C = Insured Monthly Benefit

If the Life Insured's monthly income whilst the Needlestick Injury benefit is being paid is negative, We will treat 'B' above as zero.

If there is a delay between when the Life Insured generated the monthly income and when the Life Insured actually received it, We will deem the income to have been received in the month in which it was actually generated and this income will form the basis of our calculation of 'B'.

The amount of benefit payable in a month may be reduced for any claim offsets (see condition 5.1.11).

See condition 8 for the definitions of Pre-Needlestick Injury Income (Agreed Value), Date of Loss (Needlestick) and Waiting Period (Needlestick). Different definitions apply to Agreed Value, Indemnity and Extended Indemnity.

#### 5.1.12.3 Needlestick Injury Benefit (Indemnity)

The initial monthly benefit payable will be:

 $(A - B)/A \times C$ .

where

A = Pre-Needlestick Injury Income (Indemnity),

B = Monthly income after Date of Loss (Needlestick); and

C = Insured Monthly Benefit

If the Life Insured's monthly income whilst the Needlestick Injury benefit is being paid is negative, We will treat 'B' above zero.

If there is a delay between when the Life Insured generated the monthly income and when the Life Insured actually received it, We will deem the income to have been received in the month in which it was actually generated and this income will form the basis of our calculation of 'B'.

The amount of benefit payable in a month may be reduced for any claim offsets (see condition 5.1.11).

The aggregate of the Needlestick Injury Benefit (Indemnity), the Life Insured's earnings in that month from personal exertion and any other payments received by the Life Insured (see (i) and (ii) of the 'claim offset' condition in 5.1.11), where applicable, cannot exceed the lower of the Insured Monthly Benefit under the Needlestick Injury benefit (Indemnity) and 100% of the Life Insured's Pre-Needlestick Injury Income (Indemnity).

See condition 8 for the definitions of Pre-Needlestick Injury Income (Indemnity), Date of Loss (Needlestick) and Waiting Period (Needlestick). Different definitions apply to Agreed Value, Indemnity and Extended Indemnity.

#### 5.1.12.4 Needlestick Injury Benefit (Extended Indemnity)

The initial monthly benefit payable will be:

 $(A - B)/A \times C$ ,

where

A = Pre-Needlestick Injury Income (Extended Indemnity),

B = Monthly income after Date of Loss (Needlestick); and

C = Insured Monthly Benefit

If the Life Insured's monthly income whilst the Needlestick Injury benefit is being paid is negative, We will treat 'B' above zero.

If there is a delay between when the Life Insured generated the monthly income and when the Life Insured actually received it, We will deem the income to have been received in the month in which it was actually generated and this income will form the basis of our calculation of 'B'.

The amount of benefit payable in a month may be reduced for any claim offsets (see condition 5.1.11).

The aggregate of the Needlestick Injury Benefit (Extended Indemnity), the Life Insured's earnings in that month from personal exertion and any other payments received by the Life Insured (see (i) and (ii) of the 'claim offset' condition in 5.1.11), where applicable, cannot exceed the lower of the Insured Monthly Benefit under the Needlestick Injury benefit (Extended Indemnity) and 100% of the Life Insured's Pre-Needlestick Injury Income (Extended Indemnity).

See condition 8 for the definitions of Pre-Needlestick Injury Income (Extended Indemnity), Date of Loss (Needlestick) and Waiting Period (Needlestick). Different definitions apply to Agreed Value, Indemnity and Extended Indemnity.

## 5.1.13 Cosmetic or Elective Surgery Benefit

We will pay the Total Disablement benefit if the Life Insured becomes totally disabled as a result of:

- cosmetic surgery,
- other elective surgery, or
- as a result of surgery to transplant an organ from the Life Insured into the body of another person

and the Life Insured remains totally disabled for longer than the selected Waiting Period.

The benefit will be payable from the end of the Waiting Period subject to the Life Insured's surgery taking place more than six months after the commencement date of their benefit or the date of any increase or reinstatement.

Normal post-surgery recovery does not constitute total disablement for the purposes of this benefit and consequently We will not pay any benefit for normal post-surgery recovery.

## 5.1.14 Involuntary Unemployment Waiver of Premium

We will waive premiums under Your Income Protection or Income Protection Accident Only benefit for a period of up to 3 months if the Life Insured become involuntarily unemployed and suitable evidence is provided to Us as per the definition of Involuntary Unemployment (see condition 8).

Your cover will not cease during this period.

## The provision of this feature is subject to the following conditions:

- The Life Insured must meet the definition of Involuntary Unemployment (see condition 8) and be able to provide evidence:
  - to state they are no longer employed or working in their occupation that generates Income through no choice or fault of their own and due to factors outside their control, and
  - from an Australian government or approved job placement agency that they have registered, and
  - that they are actively seeking employment; and
  - that they were in Full-time Employment and their employer terminated their employment or that they were made redundant (this does not include an unsuccessful probation period, resignation or a voluntary redundancy) or that they were Self Employed and their fixed term contract stopped before the end date of the contract because their employer terminated the contract or that they were made redundant (this does not include resignation, a voluntary redundancy or early completion of a project).

- The Life Insured is both the insured and the Policy Owner.
- The Involuntary Unemployment has occurred within 3 months of the Life Insured contacting Us to utilise the Involuntary Unemployment Waiver of Premium feature.
- The Policy must be inforce for a minimum of 12 months (from the commencement date or most recent reinstatement date).
- The Involuntary Unemployment Waiver of Premium feature will cease if the Life Insured returns to work within 3 months.
- The Life Insured's age must be less than 60 at the time of utilising the waiver.
- We will only waive premiums under this feature once for up to three months in any 12 month period.
- After the Involuntary Unemployment Waiver of Premium benefit
  has been utilised once, We will not provide this feature again unless
  the Life Insured returns to Full-time Employment for at least 12
  consecutive months and is then able to satisfy the requirements
  described in the definition of 'Involuntary Unemployment' of this
  feature again. The Policy must also be in force for a further 12
  consecutive months after We have finished providing a premium
  waiver before We will provide this waiver again.

## 5.1.15 Guaranteed Future Insurability

This benefit provides you with an option to increase the Insured Monthly Benefit under the Income Protection benefit, without medical underwriting, whenever your salary package increases. The following conditions apply to this benefit:

- You must apply for the increase in the Insured Monthly Benefit within the first 30 days after the increase in your salary package;
- You must be aged 50 years or younger at commencement of the Income Protection benefit;
- The policy must have been issued without any medical or pastimes loading;
- The maximum increase in the Insured Monthly Benefit is the lesser of:
  - 15% of the Insured Monthly Benefit, after the addition of any benefit indexation increases since commencement of the Income Protection benefit; and
  - \$2,500
- The total Insured Monthly Benefit, after any increase, cannot exceed 75% of the first \$26,667 of your monthly Income at the time of the increase, plus 50% of the next \$20,000 of your monthly income at the time of the increase;
- Total of all increases in the Insured Monthly Benefit cannot exceed the initial Insured Monthly Benefit;
- The benefit can be exercised only if you are:
  - not on claim, or eligible to make a claim, at the time of the request to exercise the option;
  - less than age 55 years at the time of the request to exercise the option, and
  - the total Insured Monthly Benefit under all income protection benefits with Us and other insurers is less than the maximum Insured Monthly Benefit allowed under the Policy for you;
- The option can be exercised once only within a 12-month period;
- Benefit is restricted to employees only (not available to selfemployed persons) at time of request to exercise the option; and
- We will require proof of the event e.g. in the form of a letter from the employer confirming the new salary package.

## 5.1.16 Additional rules where the Benefit Period is 'to age 70'

The rules in this condition 5.1.16 apply to any cover under an Income Protection on an Agreed or Indemnity basis where the Benefit Period is 'to age 70'. For the avoidance of doubt, the rules in this condition 5.1.16 do not apply where the Benefit Period is '2 year Benefit Period to age 70'.

The Insured Monthly Benefit will be reduced after the latest Policy Anniversary prior to the Life Insured turning 65. To calculate the reduction, the Insured Monthly Benefit is multiplied by the applicable percentage shown in the table below depending on the Life Insured's age next birthday at Policy Anniversary. The premium You pay will be based on the reduced Insured Monthly Benefit.

If the Life Insured becomes disabled on or after the latest Policy Anniversary prior to turning 65, the Insured Monthly Benefit relating to the relevant Income Protection or Income Protection Accident Only benefit will be multiplied by the applicable percentage shown in the table below and remain for the duration of that claim.

Life Insured's age next birthday at Policy Anniversary	Percentage of the Insured Monthly Benefit applicable
65 years	100%
66 years	80%
67 years	60%
68 years	40%
69 years	20%

Increases to the Insured Monthly Benefit in respect of the Income Protection benefit will not be permitted on or after the latest Policy Anniversary prior to age 65.

The Expiry Date for an Income Protection or Income Protection Accident Only benefit on an Agreed, Indemnity or Extended Indemnity basis where the Benefit Period is 'to age 70' is the latest Policy Anniversary prior to the Life Insured's 70th birthday.

## 5.1.17 When Benefit Payments Cease

Benefits in the course of payment under the Income Protection benefit (Agreed Value, Indemnity or Extended Indemnity) and the Income Protection Accident Only (Agreed Value, Indemnity or Extended Indemnity) benefit will stop on the earliest to occur of the:

- death of the Life Insured;
- Life Insured ceasing to be disabled;
- end of the Benefit Period; and
- Expiry Date of the benefit.

## 5.1.18 Income Protection – 2 year and 5 year Benefit Periods

Where a claim for a condition has been paid for the maximum Benefit Period (2 or 5 years), We will not accept any subsequent claim for the same condition or associated complications of the same condition unless the Life Insured makes a full recovery (as certified by a Medical Practitioner), and in Our opinion the Life Insured has returned to Full-time Employment and has fully undertaken all of the important income producing duties of their occupation for a period of at least 12 months prior to the subsequent claim. For a subsequent claim that is in Our opinion independent of the original claim a new Waiting Period and Benefit Period will apply.

### 5.2 Income Protection Essentials benefit

The benefits under the Income Protection Essentials Benefit are described below.

## 5.2.1 Total Disablement Benefit (Income Protection Essentials)

If the Life Insured satisfies the relevant definition of Total Disablement for longer than the 90 day Waiting Period, the monthly benefit will be payable from the end of the Waiting Period and will continue to be paid throughout the Benefit Period as long as the Life Insured continues to be totally disabled for a maximum period of 24 months. The benefit is calculated on a daily basis and paid monthly in arrears. The amount of the Total Disablement benefit may be subject to claim offsets (see condition 5.2.11).

The relevant definitions of Total Disablement are Total Disablement (Income Protection Essentials – Home Duties) applicable to Occupation Category Home Duties and Total Disablement (Income Protection Essentials – Employees) applicable where the Life Insured is an Employee.

The benefit is payable on an Agreed Value basis. The initial amount of benefit payable is the Income Protection Essentials Insured Monthly Benefit set out in the Policy Schedule, as amended from time to time by indexation increases, voluntary increases or voluntary decreases, up to a maximum of \$4,000.

## 5.2.2 Waiver of Premium Benefit

If We pay a benefit for Total Disablement, We will:

- waive the premiums in respect of that benefit that You would otherwise pay, but only until the end of the Benefit Period for that Benefit or the date that the Total Disablement ceases (whichever occurs first): and
- reimburse You for premiums referable to that benefit that You have paid during the Waiting Period for that benefit.

While premiums are being waived, Benefit Indexation if selected, will continue.

Premium payments must recommence from the date on which the waiving of premium ceases.

## 5.2.3 Rehabilitation Expenses Benefit

We will pay the cost of a rehabilitation program for the Life Insured that is approved by Us in advance. The rehabilitation program must be necessary as part of a structured return to work program and must be necessary to assist in rehabilitating the Life Insured back to work.

The benefit also covers the reimbursement of occupational services, aides, equipment and/or modifications that are considered necessary as part of a structured return to work program. These expenses must be approved by Us in advance and are limited to the maximum benefit of up to 12 times the Income Protection Essentials Insured Monthly Benefit.

This benefit is payable in addition to any other benefit received.

We will not pay You this benefit for expenses that are reimbursed from any other source.

#### 5.2.4 Recurrent Disablement Benefit

If a Life Insured who was working in Home Duties returns to Home Duties following the payment of the total disablement benefit and within 12 months of returning to Home Duties suffers a recurrence of the disablement from the same or a related Injury or Sickness, We will waive the Waiting Period and recommence benefit payments immediately.

If a Life Insured who was working as an Employee returns to work after receiving a total disablement benefit as an Employee on at least the same number of hours that the Life Insured was working immediately before the start of the Waiting Period for the Life Insured's most recent claim and then suffers a recurrence of the disablement from the same or a related Injury or Sickness within 12 months of returning to work, We will waive the Waiting Period and recommence benefit payments immediately.

The claim will be treated as a continuation of the most recent claim and will be payable for up to the balance of the Benefit Period.

Where a claim has been paid under the Income Protection Essentials benefit for the maximum 24 month period, no further payments will be made and no further claims will be accepted under the Income Protection Essentials benefit.

#### 5.2.5 Terminal Illness Benefit

If the Life Insured is receiving a benefit under the Income Protection Essentials benefit and is diagnosed with a Terminal Illness before the Expiry Date of the benefit and We confirm the diagnosis, we will pay You a forward payment of the Death Benefit. We will pay this benefit once only. If We make a forward payment of the Death Benefit for Terminal Illness We will not also pay it upon the death of the Life Insured.

We will pay this benefit for Terminal Illness in addition to any other benefits payable while the Life Insured is on claim under this cover.

#### 5.2.6 Death Benefit

If the Life Insured dies while the Income Protection Plan is in force We will pay You or Your nominated beneficiary six times the Insured Monthly Benefit up to a maximum death benefit of \$24,000.

## 5.2.7 Worldwide Protection

See condition 5.1.9.

### 5.2.8 Benefit Indexation

See condition 2.17.

## 5.2.9 Crisis Recovery Benefit

See condition 5.5.3 and the following additional terms.

## 5.2.9.1 Qualifying Period between last claim payments

After a claim has been paid under the Crisis Recovery benefit under the Income Protection PLUS Optional or the Income Protection Essentials benefit, the Crisis Recovery benefit is not payable if the Life Insured suffers another unrelated Crisis Event within 12 months from the date the Crisis Recovery claim was paid.

If the Crisis Event first occurs or is first diagnosed, or symptoms leading to the condition occurring or being diagnosed first become

reasonably apparent, before the date of the end of the qualifying period, it will not be covered and no benefit will be payable.

#### 5.2.9.2 Multiple Crisis Conditions

If the Life Insured suffers from more than one of the specific injuries or sicknesses at the same time, we will only pay You for one injury or one sickness at a time.

### 5.2.10 AIDS Cover

See condition 5.1.10.

#### 5.2.11 Claim Offsets

In the event of a claim for the total disablement We may reduce the amount of the benefit otherwise payable by amounts received from other sources for loss of income in respect of the Life Insured's Injury or Sickness.

Amounts that can be offset include regular payments made

- under workers' compensation scheme, in respect of a motor accident claim or any other similar claim under the legislation of any Australian state, territory or the Commonwealth,
- regular payments made from another insurance policy or from a superannuation/pension plan, but only if that policy/plan was not disclosed to Us when You applied for this Policy or when You applied for an increase in cover under the Policy.

If any of these regular payments are paid other than monthly or in the form of a lump sum or are exchanged for a lump sum, We will convert them to an equivalent monthly payment. A lump sum payment will be deemed to be the monthly equivalent of 1/60 of the lump sum payment for up to five years. Any lump sum Total and Permanent Disablement, Crisis Recovery or Terminal Illness benefit received will not be offset against Your total disablement benefit.

## 5.2.12 When Benefit Payments Cease

Benefits in the course of payment under the Income Protection Essentials benefit will stop on the earliest to occur of the:

- death of the Life Insured;
- Life Insured ceasing to be disabled;
- end of the Benefit Period; and
- Expiry Date of the benefit.

## 5.3 Claim Escalation Benefit

The Claim Escalation benefit is a Rider Benefit under the Income Protection Plan. The Claim Escalation benefit condition applies if the Claim Escalation benefit has been selected.

Where a total disablement claim or a partial disablement claim has been paid continuously for 12 consecutive months, We will increase the monthly benefit by the CPI Increase. This increase will commence at the end of the 12th consecutive month of claim and further increases will be made at the end of each 12 month period thereafter until the end of the Benefit Period.

## 5.4 Advantage Optional Benefit

The Advantage Optional benefit is a Rider Benefit under the Income Protection benefit. The Advantage Optional benefit condition applies if the Advantage Optional Benefit has been selected.

The following benefits are available under the Advantage Optional benefit:

- Total/Partial Disablement (see condition 5.4.1)
- Specified Injury (see condition 5.4.2)

#### 5.4.1 Total/Partial Disablement

The definition of total/partial disablement applicable under the Policy changes if the Advantage Optional benefit is selected.

The Life Insured is totally/partially disabled if He or She satisfies the definitions of Total/Partial Disablement – Multi Definition (see condition 8).

## 5.4.2 Specified Injury Benefit

If the Life Insured suffers a listed event (see below) as the result of an Injury, the Insured Monthly Benefit payable will be paid for the payment period shown, even if the Life Insured is working. Payments will begin from the date of the Injury, regardless of the Waiting Period.

If the Life Insured suffers another listed event during the payment period, We will continue to pay for the balance of the original payment period or the new payment period, whichever is the longer.

The Specified Injury benefit is paid instead of any Total or Partial Disablement benefit or Day 1 Accident benefit. If the Life Insured is still disabled at the end of the payment period, any other disablement payments will be determined in accordance with the Total Disablement benefit, Recurrent Disablement benefit and Partial Disablement benefit as defined in the Policy.

Listed Event	Payment Period (in months)
Paralysis (Quadriplegia, Paraplegia, Diplegia and Hemiple	60* gia)
Loss of:  • both feet or both hands or sight in both eyes  • any two of a foot, a hand and sight in one eye  • one leg or one arm  • one foot or one hand  • sight in one eye  • the thumb and index finger of one hand	24* 24* 18 12 12 6
Fracture of the:  • thigh (femur)  • pelvis  • leg (below the knee and above the ankle joint – tibia and fibula)	3 3 2
<ul> <li>knee cap (patella)</li> <li>upper arm (humerus)</li> <li>shoulder bone (scapula)</li> <li>jaw (maxilla and mandible)</li> <li>skull (excluding bones of the nose and face)</li> <li>forearm (above the wrist joint – radius and uln</li> <li>collarbone (clavicle)</li> <li>ankle joint</li> <li>wrist joint</li> <li>heel (calcaneous)</li> </ul>	2 2 2 2 2 1.5 1.5 1
or the balance of the Benefit Period if less	

\*If a 2-year Benefit Period has been selected, the payments will cease at the end of the Benefit Period.

'Loss' for the purposes of this benefit means the total and permanent loss of:

- the use of the hand from the wrist or the foot from the ankle joint;
   or
- the use of the arm from the elbow or the leg from the knee joint; or
- the use of the thumb and index finger from the first phalange joint; or
- sight (to the extent of 6/60 or less) in the eye.

'Fracture' for the purposes of this benefit means any bone fracture requiring the application of a plaster cast or an immobilising device as considered appropriate and necessary by your Medical Practitioner.

The Specified Injury benefit:

- starts from the date the Life Insured suffers the event as the result of an Injury;
- is paid monthly in advance; and
- will stop when the payment period expires, the Benefit Period expires, the Plan expires or the Life Insured dies whichever is the first to occur.

## 5.4.3 Guaranteed Future Insurability

This benefit provides you with an option to increase the Insured Monthly Benefit under the Income Protection benefit, without medical underwriting, whenever your salary package increases. The following conditions apply to this benefit:

- You must apply for the increase in the Insured Monthly Benefit within the first 30 days after the increase in your salary package;
- You must be aged 50 years or younger at commencement of the Income Protection benefit;
- The policy must have been issued without any medical or pastimes loading;
- The maximum increase in the Insured Monthly Benefit is the lesser of:
  - 15% of the Insured Monthly Benefit, after the addition of any benefit indexation increases since commencement of the Income Protection benefit; and
  - \$2,500;
- The total Insured Monthly Benefit, after any increase, cannot exceed 75% of the first \$26,667 of your monthly Income at the time of the increase, plus 50% of the next \$20,000 of your monthly income at the time of the increase;
- Total of all increases in the Insured Monthly Benefit cannot exceed the initial Insured Monthly Benefit;
- The benefit can be exercised only if you are:
  - not on claim, or eligible to make a claim, at the time of the request to exercise the option;
  - less than age 55 years at the time of the request to exercise the option, and
  - the total Insured Monthly Benefit under all income protection benefits with Us and other insurers is less than the maximum Insured Monthly Benefit allowed under the Policy for you;
- The option can be exercised once only within a 12-month period;
- Benefit is restricted to employees only (not available to selfemployed persons) at time of request to exercise the option; and
- We will require proof of the event e.g. in the form of a letter from the employer confirming the new salary package.

## 5.5 PLUS Optional Benefit

The PLUS Optional benefit is a Rider Benefit under the Income Protection benefit. The PLUS Optional benefit condition applies if the PLUS Optional benefit has been selected.

The following benefits are available under the PLUS Optional benefit:

- Total/Partial Disablement (see condition 5.5.1)
- Specified Injury (see condition 5.5.2)
- Crisis Recovery (see condition 5.5.3)
- Bed Confinement (see condition 5.5.4)
- Accommodation (see condition 5.5.5)
- Family Care (see condition 5.5.6)
- Home Care (see condition 5.5.7)
- No Claim Bonus (see condition 5.5.8)
- Relocation (see condition 5.5.9)
- Rehabilitation Incentive (see condition 5.5.10)

#### 5.5.1 Total/Partial Disablement

The definition of total/partial disablement applicable under the Policy changes if the PLUS Optional benefit is selected.

The Life Insured is totally/partially disabled if He or She satisfies the definitions of Total/Partial Disablement – Multi Definition (see condition 8)

## 5.5.2 Specified Injury Benefit

If the Life Insured suffers a listed event (see below) as the result of an Injury, the Insured Monthly Benefit payable will be paid for the payment period shown, even if the Life Insured is working. Payments will begin from the date of the Injury, regardless of the Waiting Period.

If the Life Insured suffers another listed event during the payment period, We will continue to pay for the balance of the original payment period or the new payment period, whichever is the longer.

If You are eligible to claim a Crisis Recovery benefit (see condition 5.5.3) at the same time as a Specified Injury benefit, We will only pay the benefit with the longer payment period.

The Specified Injury benefit is paid instead of any Total or Partial Disablement benefit, Bed Confinement benefit or Day 1 Accident benefit. If the Life Insured is still disabled at the end of the payment period, any other disablement payments will be determined in accordance with the Total Disablement benefit, Recurrent Disablement benefit and Partial Disablement benefit as defined in the Policy.

Listed Event	Payment Period (in months)
Paralysis (Quadriplegia, Paraplegia, Diplegia and Hemipleg	60* gia)
Loss of:  • both feet or both hands or sight in both eyes  • any two of a foot, a hand and sight in one eye  • one leg or one arm  • one foot or one hand  • sight in one eye  • the thumb and index finger of one hand	24* 24* 18 12 12

Listed Event Payment (in n	Period nonths)
Fracture of the:	
• thigh (femur)	3
• pelvis	3
<ul> <li>leg (below the knee and above the ankle joint</li> <li>tibia and fibula)</li> </ul>	2
knee cap (patella)	2
• upper arm (humerus)	2
• shoulder bone (scapula)	2
• jaw (maxilla and mandible)	2
skull (excluding bones of the nose and face)	2
• forearm (above the wrist joint – radius and ulna)	1.5
collarbone (clavicle)	1.5
ankle joint	1
wrist joint	1
• heel (calcaneous)	1

\*If a 2-year Benefit Period has been selected, the payments will cease at the end of the Benefit Period.

'Loss' for the purposes of this benefit means the total and permanent loss of:

- the use of the hand from the wrist or the foot from the ankle joint;
   or
- the use of the arm from the elbow or the leg from the knee joint; or
- the use of the thumb and index finger from the first phalange joint; or
- sight (to the extent of 6/60 or less) in the eye.

or the balance of the Benefit Period if less

'Fracture' for the purposes of this benefit means any bone fracture requiring the application of a plaster cast or an immobilising device as considered appropriate and necessary by your Medical Practitioner.

The Specified Injury benefit:

- starts from the date the Life Insured suffers the event as the result of an Injury;
- is paid monthly in advance; and
- will stop when the payment period expires, the Benefit Period expires, the Plan expires or the Life Insured dies

whichever is the first to occur.

## 5.5.3 Crisis Recovery Benefit

If the Life Insured survives for 14 days from the date the Life Insured is diagnosed with one of the Crisis Events listed below and defined in condition 8, We will pay a lump sum benefit equal to six times the Insured Monthly Benefit if We confirm the diagnosis. Alternatively You can choose to receive the payment in equal monthly instalments.

Once the Crisis Recovery benefit has been paid for one of the listed Crisis Events, we will not pay for a second Crisis Event that is related to, or caused by, the medical condition resulting in any previous claim under the Crisis Recovery benefit.

This benefit, whether taken in a lump sum or in instalments, is in effect the payment of the first six monthly payments under the Income Protection benefit which otherwise may have become payable as a result of the Life Insured's Total or Partial Disablement.

If the Income Protection Waiting Period is 14, 30, 60 or 90 days payment of the disablement monthly benefit may commence six months after the assessed date of loss if the Life Insured is still unable at that time to work due to disablement. If the Income Protection Waiting Period is one or two years payment of the disablement monthly benefit may commence at the end of the Income Protection Waiting Period if the Life Insured is still unable at that time to work due to disablement.

If You are eligible to claim a Specified Injury benefit at the same time as a Crisis Recovery benefit, You will be paid only for the benefit with the longest payment period.

The Crisis Recovery benefit will be paid instead of the Total or Partial Disablement benefit or the Bed Confinement benefit under the PLUS Optional benefit. No partial payments will be made in respect of the Crisis Recovery benefit under the Income Protection Essentials Benefit.

#### 5.5.3.1 Crisis Events Covered

The Crisis Events covered under this benefit are listed below and are defined in condition 8 of the Policy Terms and Conditions. In respect of the Income Protection and Income Protection Essentials benefits, the Covered events are:

- Accidental HIV Infection
- Aplastic Anaemia
- Alzheimer's Disease
- Bacterial Meningitis
- Benign Brain Tumour
- Blindness
- Cancer\*\*
- Cardiomyopathy
- Chronic Liver Disease
- Chronic Lung Disease
- Coma
- Coronary Artery Angioplasty\*
- Coronary Artery By-pass Surgery
- Dementia
- Diplegia
- Heart Attack
- Heart Valve Surgery
- Hemiplegia
- Intensive Care
- Kidney Failure
- Loss of Hearing
- Loss of Independence
- Loss of Use of Limbs and/or Sight\*
- Loss of Speech
- Major Burns
- Major Head Trauma
- Major Organ Transplant
- Motor Neurone Disease
- Multiple Sclerosis
- Muscular Dystrophy
- Occupationally Acquired Hepatitis B or Hepatitis C Infection
- Other Serious Coronary Artery Disease
- Out of Hospital Cardiac Arrest
- Paraplegia
- Parkinson's Disease
- Pneumonectomy
- Pulmonary Arterial Hypertension (primary)

- Quadriplegia
- Severe Diabetes
- · Severe Rheumatoid Arthritis
- Stroke
- Surgery to Aorta
- Terminal Illness
- Viral Encephalitis
- # In respect of the Income Protection Essentials and the PLUS Optional benefits, a Crisis Event includes the diagnosis of prostate cancer at T1a.
- \* We will not pay a benefit for any Crisis Event for which We may pay a partial payment under the Crisis Recovery benefit (see condition 3.2.1) if selected. These include:
  - Benign Brain Tumour;
  - Cancer:
  - Coronary Artery Angioplasty;
  - Loss of Use of Limbs and/or Sight;
  - Rheumatoid Arthritis; and
  - Chronic Diagnosis Advancement benefit.

## 5.5.3.2 Qualifying Period on Commencement, Increase or Reinstatement

See condition 3.2.2 – this condition applies to the Crisis Recovery benefit under the Income Protection Plan.

#### 5.5.3.3 Pre-existing Condition

If the Life Insured has a Pre-existing Condition (as defined in condition 8) and has not disclosed full details to Us before the benefit commencement date (as shown in Your Policy Schedule) or the date of any increase, reinstatement or improvement of the benefit, then the Income Protection benefit and any benefit under the PLUS Optional benefit including a Crisis Event and any associated Crisis Event(s) will not be payable.

## 5.5.3.4 Proof of Positive Diagnosis of a Crisis Event Required

See condition 3.2.5 – this condition applies to the Crisis Recovery benefit under the Income Protection Plan.

#### 5.5.3.5 Claim Forms

See condition 3.2.6 – this condition applies to the Crisis Recovery benefit under the Income Protection Plan.

## 5.5.3.6 Limitations

Once the Crisis Recovery benefit has been paid for one of the listed Crisis Events, we will not pay for a second Crisis Event that is related to, or caused by, the medical condition resulting in any previous claim under the Crisis Recovery benefit.

The Crisis Recovery benefit does not cover any disease or sickness or incapacity other than a Crisis Event as defined herein which occurs during the period the Crisis Recovery benefit remains in force.

The Accidental HIV Infection and the Occupationally Acquired Hepatitis B or Hepatitis C infection Crisis Events are not payable in conjunction with each other.

## 5.5.4 Bed Confinement Benefit

If during the Waiting Period the Life Insured is totally disabled and confined to bed and a Medical Practitioner certifies in writing that the Life Insured requires the continuous full-time care of a registered nurse for more than three days, We will pay 1/30th of the Insured Monthly Benefit for each day the Life Insured is confined to bed and is under the continuous full-time care of a registered nurse up to a maximum of 90 days or the end of the Waiting Period, whichever comes first.

The Medical Practitioner and the nurse cannot be the Life Insured or the Policy Owner, or a family member, business partner, employee or employer of either the Life Insured or the Policy Owner. The Bed Confinement benefit will not be paid if You are receiving the Specified Injury benefit or the Crisis Recovery benefit under the PLUS Optional benefit.

### 5.5.5 Accommodation Benefit

The Accommodation benefit will be payable if the Life Insured becomes totally disabled and is more than 100 kilometres from home, or on the advice of a Medical Practitioner the Life Insured travels to a place more than 100 kilometres from home. The Accommodation benefit will assist an immediate family member with accommodation near the Life Insured, provided the Life Insured is confined to bed. We will pay \$250 a day, for up to 30 days in any 12-month period, for each day the immediate family member has to stay away from home.

## 5.5.6 Family Care Benefit

This benefit is payable if, as a result of total disablement, the Life Insured is totally dependent on an immediate family member for His or Her essential everyday needs (e.g. feeding, clothing and bathing) and consequently the family member's income is reduced. We will pay the amount of the reduction in their pre-tax monthly Income, or up to 50% of the Insured Monthly Benefit (whichever is the lesser) for up to 3 months, starting from the end of the Waiting Period.

## 5.5.7 Home Care Benefit

The Home Care benefit will be payable if, after the Waiting Period, the Life Insured is totally disabled, confined to or near a bed, other than in a hospital or a similar institution that provides nursing care, and is totally dependent upon a paid professional home carer (excluding relatives or members of the family). We will reimburse the lesser of \$150 a day or 100% of the Insured Monthly Benefit for up to six months to help cover the cost, provided the Life Insured remains totally dependent upon the professional home carer and You are not already receiving the Family Care benefit or Accommodation benefit.

#### 5.5.8 No Claim Bonus

Periods without a claim against this plan will be rewarded, at no additional cost to You, with a special 'no-claim bonus' that will increase Your Insured Monthly Benefit by the percentage shown below if You do subsequently claim.

Claim-Free Years	Bonus
3	5%
4	10%
5 or more	15%

The increased benefit will be paid for up to 12 months while claim payments are being made. This benefit can be payable once only during the life of the Policy.

#### 5.5.9 Relocation Benefit

If, while the Life Insured is travelling or residing outside of Australia, the Life Insured suffers total disablement for a period in excess of three months, We shall reimburse You the cost of the single standard economy airfare to Australia upon the most direct route available or three times the Insured Monthly Benefit whichever is the lesser. The amount of this benefit will be reduced by any other reimbursement(s) which the Life Insured is entitled to receive in respect of the transportation (such as benefits provided by private medical and health insurance and travel insurance).

#### 5.5.10 Rehabilitation Incentive Benefit

If the Life Insured returns to paid Full-time Employment after attending a rehabilitation program that is approved by Us, and remains in paid Full-time Employment for six consecutive months, We will pay a Rehabilitation Incentive benefit equal to three times the Insured Monthly Benefit. We will pay this benefit once only.

## 5.6 Day 1 Accident Benefit

## The Day 1 Accident Benefit condition applies if the Day 1 Accident benefit has been selected.

The qualifying period of either 3 days or 30 days for the Day 1 Accident benefit is shown on the Policy Schedule. The Day 1 Accident benefit is a Rider Benefit under the Income Protection benefit and the Income Protection Accident Only benefit. The Day 1 Accident benefit period is for either 30, 60 or 90 days and cannot exceed the Life Insured's Income Protection or Income Protection Accident Only Waiting Period. This benefit is not available for an Income Protection benefit with a 14 day Waiting Period.

#### The Day 1 Accident benefit qualifying period - 3 days

In the event that the Life Insured is totally disabled for at least 3 consecutive days from the date the Accidental Injury (see condition 8) occurred, We will pay 1/30 of the Insured Monthly Benefit for each day that the Life Insured is totally disabled until the end of the selected Day 1 Accident benefit period (30, 60 or 90 days). This benefit will be paid monthly in arrears. Any amounts already paid or payable under the Bed Confinement benefit, Specified Injury benefit or Crisis Recovery benefit will be deducted from the Day 1 Accident benefit payment amount.

This benefit is available where the Income Protection Waiting Period or Income Protection Accident Only Waiting Period is 30, 60 or 90 days or 1 year or 2 years.

This benefit is not available for Occupation Category E.

## The Day 1 Accident benefit qualifying period - 30 days

In the event that the Life Insured is totally disabled for at least 30 consecutive days from the date the Accidental Injury (see condition 8) occurred, We will pay 1/30 of the Insured Monthly Benefit for each day that the Life Insured is totally disabled until the end of the selected Day 1 Accident benefit period (30, 60 or 90 days). This benefit will be paid monthly in arrears. Any amounts already paid or payable under the Bed Confinement benefit, Specified Injury benefit or Crisis Recovery benefit will be deducted from the Day 1 Accident benefit payment amount.

This benefit is available where the Income Protection Waiting Period or Income Protection Accident Only Waiting Period is 30, 60 or 90 days or 1 year or 2 years.

#### 5.7 Income Protection Lump Sum Benefit

The Income Protection Lump Sum Benefit condition applies if the Income Protection Lump Sum Benefit has been selected.

The Income Protection Lump Sum benefit is a Rider Benefit under the Income Protection benefit and can only be selected with Benefit Periods to age 65 or to age 70 and a Waiting Period of 90 days or less. It cannot be selected on Occupation Categories D or E.

If a claim is made for an Income Protection benefit, You can apply to receive or We may offer You an Income Protection Lump Sum benefit, once the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement (Own Occupation) applicable for this benefit.

If We pay You an Income Protection Lump Sum benefit, no further benefit under the Income Protection benefit will be payable and the Income Protection benefit will end.

The Income Protection Lump Sum benefit is calculated as the lesser of the following:

- \$3,000,000; or
- An amount equal to 'A' multiplied by the annualised monthly benefit, where:

The annualised monthly benefit is 12 times the total of the Life Insured's monthly benefit at the time We determine that the Life Insured is Totally and Permanently Disabled, increased with Claim Escalation (see condition 5.3) if selected under the Policy, but is reduced by any benefit offsets which would have applied to the monthly benefit had You not chosen to receive the Income Protection Lump Sum benefit.

#### 'A' is:

- 15, if the Life Insured's age next birthday is less than 40 years
- 13, if the Life Insured's age next birthday is between the ages of 40 and 44 inclusive
- 11, if the Life Insured's age next birthday is between the ages of 45 and 49 inclusive
- 9, if the Life Insured's age next birthday is between the ages of 50 and 55 inclusive
- 65 minus the Life Insured's age next birthday when the Income Protection Lump Sum benefit becomes payable, if the Life Insured's age next birthday is 56 or more when the Income Protection Lump Sum benefit becomes payable.

If the lesser of the above amounts is nil or a negative amount, no Income Protection Lump Sum benefit is payable.

#### 5.7.1 Total and Permanent Disablement Definition

Total and Permanent Disablement for the purposes of this benefit means:

- a) the Life Insured has suffered the total and irrecoverable loss of the:
  - sight of both eyes;
  - use of two limbs; or
  - sight of one eye and use of one limb;

or

- b) the Life Insured:
  - has been absent from their own occupation solely as a result
    of Injury or Sickness for an uninterrupted period of at least
    three consecutive months; and
  - is attending a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the Injury or Sickness; and
  - at the end of the period of three months after the date of lodgement of the claim for Total and Permanent Disablement, and after consideration of all the medical evidence and such other evidence as We may require, has become in Our opinion incapacitated to such an extent as to render Him or Her unlikely ever to engage in His or Her own occupation.

or

 the Life Insured has suffered Loss of Independence as defined in condition 8.

If the Life Insured is eligible to receive the Income Protection Lump Sum benefit, We will use the multiple based on the Life Insured's age at the date, being the date subsequent to the date of lodgement of the claim for this benefit, when We can first reasonably determine that the Life Insured has met the definition of Total and Permanent Disablement.

If for any reason, Total or Partial Disablement benefits have been paid under the Income Protection Plan beyond the date of determination of Total and Permanent Disablement, these amounts will be offset in their entirety from the Income Protection Lump Sum benefit payable.

#### 5.7.2 Conditions and Limitations

This benefit will not be paid in conjunction with the Specified Injury or the Severity benefit.

This benefit may only be selected on commencement of the Income Protection benefit and cannot be cancelled at a later stage.

We will not pay an Income Protection Lump Sum Benefit if in our opinion the Injury or Sickness causing the Total and Permanent Disablement will lead to the Life Insured's death within 12 months of the date We determine the Life Insured to be Totally and Permanently Disabled.

#### 5.8 Business Expenses Benefit

See the Business Expenses Plan Terms and Conditions (condition 6).

These terms and conditions apply to the Business Expenses Plan and to the optional Business Expenses benefit under the Income Protection Plan.

#### 5.9 Retirement Optimiser

The Retirement Optimiser benefit condition applies if the Retirement Optimiser benefit has been selected.

'Retirement Optimiser Benefit Payment' means the periodic amount we will pay into Your nominated superannuation account in respect of the Retirement Optimiser benefit as determined below.

If Retirement Optimiser is selected, we will pay into Your nominated superannuation account the Retirement Optimiser Benefit Payment when we pay a monthly benefit in relation to any one of the following:

• Total Disablement benefit

- Partial Disablement benefit
- Day 1 Accident benefit (if applicable)
- Specified Injury benefit (if applicable)
- Crisis Recovery benefit (if applicable)

If the monthly benefit in relation to the relevant benefit from the above list is reduced:

- because the Life Insured has a Partial Disablement rather than a Total Disablement; or
- as a result of a claim offset (see condition 5.1.11) the Retirement Optimiser Benefit Payment will be reduced by the same proportion.

If applicable and selected, Benefit Indexation and the Claim Escalation benefit apply to the Retirement Optimiser Benefit Payment.

#### Agreed value (Retirement Optimiser)

In respect of an Agreed Value Retirement Optimiser benefit, the Retirement Optimiser Benefit Payment will be equal to the Retirement Optimiser Insured Monthly Benefit, subject to the rules in the definition of Agreed Value (see condition 8) and adjusted for any applicable Claim Offsets, Benefit Indexation and Claim Escalation.

#### Indemnity (Retirement Optimiser)

In respect of an Indemnity Retirement Optimiser benefit, the Retirement Optimiser Benefit Payment will be the lower of:

- (a) the Retirement Optimiser Insured Monthly Benefit, adjusted for any applicable claim offsets, Benefit Indexation and Claim Escalation; and
- (b) 5% of the Life Insured's Pre-disablement Income (Indemnity), adjusted for any applicable claim offsets.

#### Extended Indemnity (Retirement Optimiser)

In respect of an Extended Indemnity Retirement Optimiser benefit, the Retirement Optimiser Benefit Payment will be the lower of:

- (a) the Retirement Optimiser Insured Monthly Benefit, adjusted for any applicable claim offsets, Benefit Indexation and Claim Escalation: and
- (b) 5% of the Life Insured's Pre-disablement Income (Extended Indemnity), adjusted for any applicable claim offsets.

#### Important information

We will pay the entire Retirement Optimiser Benefit Payment to the complying superannuation fund You nominate and we will not deduct or withhold tax from it. As well as any tax You may be required to pay in respect of that benefit, the trustee of the complying superannuation fund that receives the Retirement Optimiser Benefit Payment may deduct tax (including any applicable contributions tax) in respect of it.

Since the Retirement Optimiser Benefit Payment is a superannuation contribution on Your behalf, You must provide us with valid complying superannuation fund account details so that we can pay this benefit. We may withhold the payment of the Retirement Optimiser Benefit Payment until we receive from the details of a complying superannuation fund that will accept the Retirement Optimiser Benefit Payment on Your behalf. You will be required to appoint us to make superannuation contributions on Your behalf into the fund nominated.

Our obligation to pay any Retirement Optimiser Benefit Payment ceases when We pay that Retirement Optimiser Benefit Payment into a complying superannuation fund in accordance with Your instructions or, if the instructions cannot be carried out, in any other manner that a superannuation contribution can be paid. If we are unable to pay the Retirement Optimiser Benefit Payment into the Your nominated complying superannuation fund for any reason, we will withhold the Retirement Optimiser Benefit Payment until You provide us with instructions that we are able to action. You cannot receive the Retirement Optimiser monthly benefit in cash.

#### 5.10 Carer's Allowance

## The Carer's Allowance Benefit condition applies if the Carer's Allowance Benefit has been selected.

If the Life Insured is not earning any income as a result of a nominated Child becoming totally dependent upon the Life Insured for their essential everyday needs solely and directly due to Sickness or Accidental Injury and as a result the Life Insured is unable to earn any income, we will pay You the Carer's Allowance benefit.

The Carer's Allowance benefit amount will be 25% of the Insured Monthly Benefit in respect of the Income Protection benefit only, up to a maximum of \$2,000 per month.

You must apply in writing for the Life Insured's Child to be added to the policy and the Child's application will be subject to underwriting approval

The Carer's Allowance benefit can be purchased for Children aged between 3 and 16 next birthday.

Up to 10 Children may be insured. A separate benefit will apply for each Child.

We will pay this benefit in respect of an insured Child until the earlier of:

- 6 monthly payments have been paid; and
- The insured Child is no longer totally dependent upon the Life Insured for their essential every day needs.

The maximum benefit payable per Child is 6 monthly payments while the Carer's Allowance benefit is in force and is payable only once in any 12 month period per insured Child.

The total dependency of the insured Child resulting from Sickness or Accidental Injury must have continued for more than the Waiting Period and must have resulted in the insured Child being confined to or near a bed at home or in a hospital for more than the Waiting Period as certified by a Medical Practitioner.

In the event of a Child's Sickness, the Waiting Period is 30 days from the date the insured Child is confined to or near a bed at home or in a hospital. In the event of a Child's Accidental Injury, the Waiting Period is 14 days from the date the insured Child is confined to or near a bed at home or in a hospital. We will not pay the Carer's Allowance benefit during the Waiting Period.

#### 5.10.1 When will the Carer's Allowance benefit end?

The Carer's Allowance benefit will terminate in respect of an insured Child at the earlier of:

- the Income Protection or Income Protection Accident Only benefit ending as described in condition 5.11.3; and
- The death of the Child;
- Cancellation of the benefit;
- Lapse of the benefit for non-payment of premiums; and
- The latest policy anniversary prior to the Child turning age 18.

## 5.11 Applying to All Benefits under the Income Protection Plan

#### 5.11.1 Maximum Insured Monthly Benefit

Occupation Categories	Maximum Insured Monthly Benefit
AAA and AA* (Entry age between 16-54)	\$60,000#
AAA and AA (Entry age between 55-60)	\$40,000#
А	\$30,000
В	\$22,500
C and CT	\$22,500
D	\$15,000
E	\$10,000

- \* Not available to all occupations
- # Where the insured monthly benefit exceeds \$30,000, any excess must be written with a 2 year Benefit Period.

In determining the maximum Insured Monthly Benefit acceptable to Us, at the time of Your application We will have regard to the benefits payable under any other income protection or business expenses policy in force or proposed for in respect of the Life Insured. If any such benefits are not disclosed to Us at the time of Your application to Us, We may reduce the amount of the monthly benefit otherwise payable if a claim occurs.

See 'Claim Offsets' in conditions 5.1.11.

See also the Maximum Combined Insured Monthly Benefit tables for Income Protection and Business Expenses in condition 6.1.11 and for Income Protection and Incorporated Business Expenses in condition 6.2.10, which also apply to this Plan.

The maximum Income Protection Essentials Insured Monthly Benefit is \$4,000. The maximum Carer's Allowance Insured Monthly Benefit is \$2,000.

#### 5.11.2 Exclusions

The benefits under the Income Protection Plan (Agreed Value, Indemnity or Extended Indemnity) are not payable in the following circumstances:

## Income Protection Benefit, Income Protection Accident Only and Income Protection Essentials Benefit, Retirement Optimiser Benefit

 Death from suicide within 13 months from the commencement date, date of increase or the last reinstatement date of the benefit. For a benefit increase, the benefit is not payable only in respect of the increase in the Sum Insured. (This exclusion will be waived in respect of any death cover under the Policy provided the Policy is replacing death cover from a previous insurer and the full suicide exclusion period under the in force policy to be replaced has elapsed.) Income Protection Benefit, Income Protection Accident Only Benefit, Income Protection Essentials Benefit, Claim Escalation Benefit, Advantage Optional Benefit, PLUS Optional Benefit, Day 1 Accident Benefit Income Protection Lump Sum Benefit, Retirement Optimiserand Business Expenses Benefit

- Disablement due to intentional self-inflicted injury or any such attempt by the Life Insured; or
- Disablement due to engaging in or taking part in service in the armed forces of any country; or
- Normal pregnancy, uncomplicated childbirth or miscarriage.

#### Carer's Allowance:

A Pre-existing Condition of the insured Child applies. Despite
anything to the contrary in this document, a Pre-existing
Condition of the insured Child means any injury, illness (including
mental illness or stress), sickness, disease, disability or
condition, whether diagnosed or not, for which symptoms existed
at any time prior to the commencement date of the Carer's
Allowance benefit. This includes circumstances or symptoms
which the Policy Owner, the Life Insured (or a reasonable person
in their position) was aware of, or should have been aware of,
including the need to consult a medical practitioner or other
health professional.

## Needlestick Injury Benefit, Income Protection Lump Sum and Carer's Allowance

 Disablement or other event directly or indirectly caused by intentional self inflicted injury or any such attempt by the Life Insured.

#### 5.11.3 Termination

Income Protection Benefit, Income Protection Accident Only Benefit, Claim Escalation Benefit, Advantage Optional Benefit, PLUS Optional Benefit, Day 1 Accident Benefit, Income Protection Lump Sum Benefit, Retirement Optimiser, Carer's Allowance and Business Expenses Benefit

The benefits under the Income Protection Plan (Agreed Value, Indemnity or Extended Indemnity) will terminate on the:

- Life Insured's permanent retirement from the workforce, except when directly due to disablement;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 5.11.4);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled; or
- payment of the Income Protection Lump Sum benefit; whichever is the earliest to occur.

#### 5.11.4 Expiry Dates

Premiums and cover for each benefit cease at the Expiry Date of that benefit.

The Expiry Date for the Income Protection benefit (Agreed Value, Indemnity or Extended Indemnity), Income Protection Accident Only benefit (Agreed Value, Indemnity or Extended Indemnity), Claim Escalation benefit, Advantage Optional benefit, PLUS Optional benefit, Day 1 Accident benefit, Retirement Optimiser, Carer's Allowance and Business Expenses benefit is the latest Policy Anniversary prior to the Life Insured's 65th birthday (Occupation

Categories AAA, AA, A, B, C, CT and D) and 55th birthday (Occupation Category E).

The Expiry Date for the Income Protection Lump Sum benefit is the latest Policy Anniversary prior to the Life Insured's 65th birthday (Occupation Categories AAA, AA, A, B, C and CT).

The Expiry Date for the Income Protection benefit (To age 70) is the latest Policy Anniversary prior to the Life Insured's 70th birthday (Occupation Categories AAA, AA and A).

The Expiry Date for the Income Protection benefit (2 year benefit to age 70) is the latest Policy Anniversary prior to the Life Insured's 70th birthday (Occupation Categories AAA, AA and A).

The Expiry Date for the Involuntary Unemployment Waiver of Premium benefit is the Life Insured's 60th birthday.

#### 5.11.5 Premiums

Please see condition 2.5 of the Policy Terms & Conditions.

### 6 Business Expenses Plan

#### **Important Notice**

This is not a savings plan and is without profits. The primary purpose of this Business Expenses Plan is to provide a monthly benefit in the event of the disablement of the Life Insured through Injury or Sickness.

#### 6.1 Business Expenses Benefit

This 'Business Expenses Benefit' condition applies if the Business Expenses benefit under the Business Expenses Plan or the Income Protection Plan has been selected. The benefits selected are shown on the Policy Schedule.

The benefits available under the Business Expenses benefit are:

- Total Disablement (see condition 6.1.2)
- Extension of Benefit Period (see condition 6.1.2.2)
- Partial Disablement (see condition 6.1.3)
- Benefit Indexation (see condition 2.17)
- Waiver of Premium (see condition 6.1.4)
- World Wide Protection (see condition 6.1.5)
- AIDS Cover (see condition 6.1.6)
- Cosmetic or Elective Surgery (see condition 6.1.7)

The only Rider Benefit that is available under the Business Expenses Plan is Day 1 Accident Benefit (see condition 6.1.8).

#### 6.1.1 Total/Partial Disablement Definition

The Life Insured is totally/partially disabled under the Business Expenses benefit if He or She satisfies the definition of Total/Partial Disablement (Business Expenses).

However, if the Business Expenses benefit under the Income Protection benefit is taken together with the Advantage Optional benefit or the PLUS Optional benefit under the Income Protection benefit, the definition changes to Total/Partial Disablement – Multi Definition.

#### 6.1.2 Total Disablement Benefit

#### Applicable for Occupational Categories AAA, AA and A only:

If the Life Insured is disabled (totally or partially) for longer than the selected Waiting Period, We will pay a monthly benefit from the end of the Waiting Period until the end of the Benefit Period as long as the Life Insured remains disabled.

This benefit is subject to the Claim Offsets and Limitations conditions in 6.1.9 and 6.1.10 respectively.

#### Applicable for Occupational Categories B, C, CT and D only:

If the Life Insured is totally disabled for longer than the selected Waiting Period, We will pay a monthly benefit from the end of the Waiting Period until the end of the Benefit Period as long as the Life Insured remains totally disabled.

This benefit is subject to the Claim Offsets and Limitations conditions in 6.1.9 and 6.1.10 respectively.

#### 6.1.2.1 Total Disablement Benefit Amount

The amount of benefit paid will be determined on a daily basis and will be paid monthly in arrears. It will be the lesser of the Business Expenses Insured Monthly Benefit and the business expenses actually incurred which relate to the period during which the Life Insured is totally disabled, less any amounts which are reimbursed from elsewhere. The benefit starts to accrue from the end of the Waiting Period You select and may continue to the end of the Benefit Period.

#### 6.1.2.2 Extension of Benefit Period

If, at the end of the Benefit Period the Life Insured remains totally disabled and the total benefit paid is less than 12 times the Insured Monthly Benefit, payments will continue until the earliest to occur of:

- payment in total of 12 times the Insured Monthly Benefit;
- expiry of a further 12 months;
- cessation of the Total Disablement (Business Expenses); or
- Expiry Date of the benefit.

#### 6.1.3 Partial Disablement Benefit

#### Applicable for Occupational Categories AAA, AA and A only:

The Partial Disablement benefit will be paid if the Life Insured

- has been continuously disabled (totally or partially) during the Waiting Period; and
- has been continuously disabled (totally or partially) since the end of the Waiting Period; and
- is now partially disabled.

#### Applicable for Occupational Categories B, C, CT and D only:

The Partial Disablement benefit will be paid if the Life Insured

- has been totally disabled for at least seven out of 12 consecutive days during the Waiting Period; and
- has been continuously disabled (totally or partially) for the balance of the Waiting Period; and
- has been continuously disabled (totally or partially) since the end of the Waiting Period; and
- is now partially disabled.

#### 6.1.3.1 Partial Disablement Benefit Amount

The amount of benefit paid will be determined on a daily basis and will be paid monthly in arrears. It will be the lesser of the:

- Business Expenses Insured Monthly Benefit as amended from time to time; and
- Life Insured's share of the business expenses actually incurred which relate to the period the Life Insured is partially disabled less:
  - any amounts that are reimbursed from elsewhere; and
  - the Life Insured's share of the business turnover for that period.

Business turnover for a period will be the gross income of the business for that period.

The Life Insured's share of business expenses actually incurred or of business turnover will be determined in line with the usual manner of apportioning profits and/or losses of the business between the Life Insured and any co-owners of the business.

When the Life Insured is partially disabled and is not working, 'business turnover' will be determined by Us. We will, in Our determination consider the opinion of the Life Insured's Medical Practitioner and Medical Practitioners nominated by Us.

The partial disablement benefit:

- starts to accrue from the day after:
  - the Life Insured is no longer totally disabled; or
  - the end of the Waiting Period

whichever is the later; and

 will stop at the end of the Benefit Period or upon the death or recovery of the Life Insured, whichever occurs first.

#### 6.1.4 Waiver of Premium Benefit

If We pay a benefit for Total Disablement or Partial Disablement, We will:

- waive the premiums in respect of that benefit that You would otherwise pay, but until the end of the Benefit Period for that Benefit or the date that the Total Disablement or Partial Disablement ceases (whichever occurs first); and
- reimburse You for premiums referable to that benefit that You have paid during the Waiting Period for that benefit.

Premium payments must recommence from the date on which the waiving of premium ceases.

#### 6.1.5 Worldwide Protection

The Life Insured is covered under the Business Expenses benefit anywhere in the world, 24 hours each day.

The business covered must be registered in Australia.

#### 6.1.6 AIDS Cover

The Business Expenses benefit provides cover on the Life Insured's disablement due directly or indirectly to the human immunodeficiency virus (HIV) or the acquired immune deficiency syndrome (AIDS) from any cause, first acquired during the currency of the benefit. We may require the Life Insured to undergo an HIV test at the time of application to ensure that the Life Insured is not HIV positive at the commencement of the benefit.

#### 6.1.7 Cosmetic or Elective Surgery Benefit

We will pay the Total Disablement benefit if the Life Insured becomes totally disabled as a result of:

- cosmetic surgery,
- other elective surgery, or
- as a result of surgery to transplant an organ from the Life Insured into the body of another person,

and the Life Insured remains totally disabled for longer than the selected Waiting Period.

The benefit will be payable from the end of the Waiting Period subject to the Life Insured's surgery taking place more than six months after the commencement date of their benefit or the date of any increase or reinstatement of the Business Expenses benefit.

Normal post-surgery recovery does not constitute total disablement for the purposes of this benefit and consequently we will not pay any benefit for normal post-surgery recovery.

#### 6.1.8 Day 1 Accident Benefit

The Day 1 Accident Benefit condition applies if the Day 1 Accident benefit condition has been selected. The qualifying period for the Day 1 Accident benefit is shown on the Policy Schedule. The Day 1 Accident benefit is a Rider Benefit under the Business Expenses benefit.

This benefit is not available with a Business Expenses Waiting Period of 14 days.

#### The Day 1 Accident benefit qualifying period - 3 days

In the event that the Life Insured is totally disabled for at least 3 consecutive days from the date the Accidental Injury (see condition 8) occurred, We will pay 1/30 of the Insured Monthly Benefit for each day that the Life Insured is totally disabled up to a maximum of 30 days. This benefit will be paid in arrears.

#### The Day 1 Accident benefit qualifying period - 30 days

In the event that the Life Insured is totally disabled for at least 30 consecutive days from the date the Accidental Injury (see condition 8) occurred, We will pay 1/30 of the Insured Monthly Benefit for each day that the Life Insured is totally disabled up to a maximum of 30 days. This benefit will be paid in arrears.

#### 6.1.9 Claim Offsets

The Business Expenses benefit payable for a period will be reduced by:

- the Life Insured's portion of the net income of the business derived from trading during that period; and
- any amount received from any other insurance policy for reimbursement of Business Expenses that was not disclosed to Us when the present level of cover was applied for. The amount will only be reduced to the extent required so that the combined Business Expenses payments from the Policy and other insurance do not exceed 100% of the Business Expenses Insured Monthly Benefit.

#### 6.1.10 Limitations

Business expenses covered under the Policy are the regular normal operating expenses of the Life Insured's business or practice.

They include, but are not limited to, the following:

- Accounting and audit fees.
- $\bullet\,$  Regular advertising costs, postage, printing and stationery.
- Electricity, gas, heating, water, telephone and cleaning costs.
- Security costs.
- Rent, property rates and taxes.
- Membership fees, publications and subscriptions to professional bodies.
- Leasing costs of plant and equipment.
- Bank charges, interest on business loans.
- Business related insurance premiums but not including premiums for the Policy.
- Salaries and other related costs (e.g.: payroll tax, superannuation contributions, FBT) for non-income generating employees of the Life Insured's business.
- Net costs associated with employing a locum i.e. a direct replacement of the Life Insured from a source outside the Life Insured's business.

Prepaid or accrued business expenses will be apportioned over the period to which they relate.

Business Expenses not covered under the Policy include, but are not limited to, the following:

- Salaries and other related costs (e.g.: payroll tax, superannuation, FBT) for the Life Insured and income generating employees of the business other than a locum.
- Salaries and other related costs for any relatives of the Life Insured or the Policy Owner unless that person was employed for at least 60 consecutive days prior to the Life Insured's disablement.
- Commissions or bonuses payable to the Life Insured.
- Repayments of principal of any loan or other finance agreement.
- Any costs of a capital nature including the cost of any books, equipment, fittings, fixtures, furniture goods, implements, merchandise or stock.
- Depreciation on real estate.
- · Losses on investments.
- Taxes, other than in respect of related costs for non-income generating employees.
- Any payment which We determine on a fair and reasonable basis not to be a regular operating expense.

#### 6.1.11 Maximum Insured Monthly Benefit

Occupation Categories	Maximum Insured Monthly Benefit		
AAA, AA	\$60,000		
А	\$30,000		
В	\$25,000		
C, CT, D	\$15,000		

The maximum combined Insured Monthly Benefit for Income Protection and Business Expenses for each Occupation Category is listed as follows:

Occupation Categories	Maximum Insured Monthly Benefit	
AAA, AA	\$90,000	
А	\$60,000	
В	\$40,000	
C, CT, D	\$25,000	

In determining the maximum insured monthly benefit acceptable to Us, We will have regard to the benefits payable under any other income protection or business expenses policy in force or proposed for in respect of the Life Insured. If any such benefits are not disclosed to Us at the time of Your application to Us, We may reduce the amount of the monthly benefit otherwise payable if a claim occurs.

#### 6.1.12 Exclusions

The benefits under the Business Expenses benefit are not payable in the event of:

- disablement due to intentional self-inflicted injury or any such attempt by the Life Insured;
- disablement due to engaging in or taking part in service in the armed forces of any country; or
- normal pregnancy, uncomplicated childbirth or miscarriage.

#### 6.1.13 When Benefit Payments Cease

Benefits in the course of payment under the Business Expenses benefit will stop on the earliest to occur of the:

- death of the Life Insured;
- Life Insured ceasing to be disabled;
- end of the Benefit Period; and
- Expiry Date of the benefit.

#### 6.1.14 Termination

The Business Expenses benefit will terminate on the:

- Life Insured's permanent retirement from the workforce, except when directly due to disablement;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 6.1.15);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

#### 6.1.15 Expiry Date

The Expiry Date of the benefit is the latest Policy Anniversary prior to the Life Insured's 65th birthday.

#### 6.2 Incorporated Business Expenses Benefit

This 'Incorporated Business Expenses Benefit' condition applies if the Incorporated Business Expenses benefit under the Business Expenses Plan has been selected. The benefits selected are shown on the Policy Schedule.

The benefits available under the Incorporated Business Expenses benefit are:

- Total Disablement (see condition 6.2.2)
- Partial Disablement (see condition 6.2.3)
- Benefit Indexation (see condition 2.17)
- Waiver of Premium (see condition 6.2.5)
- Cosmetic or Elective Surgery (see condition 6.2.6)

The only Rider Benefit that is available under the Incorporated Business Expenses Plan is Day 1 Accident Benefit (see condition 6.2.7).

#### 6.2.1 Total/Partial Disablement Definition

The Life Insured is totally/partially disabled under the Incorporated Business Expenses benefit if He or She satisfies the definition of Total/Partial Disablement (Business Expenses).

However, if the Incorporated Business Expenses benefit is taken together with the Advantage Optional benefit or the PLUS Optional benefit under the Income Protection benefit, the definition changes to Total/Partial Disablement – Multi Definition.

#### 6.2.2 Total Disablement Benefit

If the Life Insured is disabled (totally or partially) for longer than the selected Waiting Period, We will pay a monthly benefit from the end of the Waiting Period until the end of the Benefit Period as long as the Life Insured remains disabled.

This benefit is subject to the Claim Offsets and Limitations conditions in 6.2.8 and 6.2.9 respectively.

#### 6.2.2.1 Total Disablement Benefit Amount

The amount of benefit paid will be determined on a daily basis and will be paid monthly in arrears.

For the first 12 claim payments of a particular disablement episode

It will be the Incorporated Business Expenses Insured Monthly Benefit.

For subsequent claim payments for the same disablement episode

It will be the lesser of the Incorporated Business Expenses Insured Monthly Benefit, and the business expenses actually incurred which relate to the period during which the Life Insured is totally disabled, less any amounts which are reimbursed from elsewhere. The benefit starts to accrue from the end of the Waiting Period You select and may continue to the end of the Benefit Period.

#### 6.2.3 Partial Disablement Benefit

The Partial Disablement benefit will be paid if the Life Insured

- has been continuously disabled (totally or partially) during the Waiting Period; and
- has been continuously disabled (totally or partially) since the end of the Waiting Period; and
- is now partially disabled.

#### 6.2.4 Partial Disablement Benefit Amount

The amount of benefit paid will be determined on a daily basis and will be paid monthly in arrears.

For the first 12 claim payments of a particular disablement episode

- It will be the Incorporated Business Expenses Insured Monthly Benefit less:
  - any amounts that are reimbursed from elsewhere; and
  - the Life Insured's share of the business turnover for the period the Life Insured is partially disabled.

For subsequent claim payments of the same disablement episode

It will be the lesser of the:

- Incorporated Business Expenses Insured Monthly Benefit; and
- Life Insured's share of the business expenses actually incurred which relate to the period the Life Insured is partially disabled less:
  - any amounts that are reimbursed from elsewhere; and
  - the Life Insured's share of the business turnover for that period.

#### For all claim payments

Business turnover for a period will be the gross income of the business for that period.

The Life Insured's share of business expenses actually incurred or of business turnover will be determined in line with the usual

manner of apportioning expenses of the business between the Life Insured and any co-owners of the business. The determination will be made when claim payments are to be made.

When the Life Insured is partially disabled and is not working, 'business turnover' will be determined by Us. We will, in Our determination consider the opinion of the Life Insured's Medical Practitioner and Medical Practitioners nominated by Us.

The partial disablement benefit:

- starts to accrue from the day after:
  - the Life Insured is no longer totally disabled; or
  - the end of the Waiting Period

whichever is the later; and

 will stop at the end of the Benefit Period or upon the death or recovery of the Life Insured or upon the Life Insured's departure from the business or practice, whichever occurs first.

#### 6.2.5 Waiver of Premium Benefit

If We pay a benefit for Total Disablement or Partial Disablement, We will:

- waive the premiums in respect of that benefit that You would otherwise pay, but until the end of the Benefit Period for that Benefit or the date that the Total Disablement or Partial Disablement ceases (whichever occurs first); and
- reimburse You for premiums referable to that benefit that You have paid during the Waiting Period for that benefit.

Premium payments must recommence from the date on which the waiving of premium ceases.

#### 6.2.6 Cosmetic or Elective Surgery Benefit

We will pay the Total Disablement benefit if the Life Insured becomes totally disabled as a result of:

- · cosmetic surgery,
- other elective surgery, or
- as a result of surgery to transplant an organ from the Life Insured into the body of another person,

and the Life Insured remains totally disabled for longer than the selected Waiting Period.

The benefit will be payable from the end of the Waiting Period subject to the Life Insured's surgery taking place more than six months after the commencement date of their benefit or the date of any increase or reinstatement of the Incorporated Business Expenses benefit.

Normal post-surgery recovery does not constitute total disablement for the purposes of this benefit and consequently we will not pay any benefit for normal post-surgery recovery.

#### 6.2.7 Day 1 Accident Benefit

The Day 1 Accident Benefit condition applies if the Day 1 Accident benefit condition has been selected. The qualifying period for the Day 1 Accident benefit is shown on the Policy Schedule. The Day 1 Accident benefit is a Rider Benefit under the Incorporated Business Expenses benefit.

This benefit is not available with an Incorporated Business Expenses Waiting Period of 14 days.

#### The Day 1 Accident benefit qualifying period - 3 days

In the event that the Life Insured is totally disabled for at least 3 consecutive days from the date the Accidental Injury (see condition 8) occurred, We will pay 1/30 of the Insured Monthly Benefit for each day that the Life Insured is totally disabled up to a maximum of 30 days. This benefit will be paid in arrears.

#### The Day 1 Accident benefit qualifying period - 30 days

In the event that the Life Insured is totally disabled for at least 30 consecutive days from the date the Accidental Injury (see condition 8) occurred, We will pay 1/30 of the Insured Monthly Benefit for each day that the Life Insured is totally disabled up to a maximum of 30 days. This benefit will be paid in arrears.

#### 6.2.8 Claim Offsets

The Incorporated Business Expenses benefit payable for a period will be reduced by:

#### For all claim payments

 any amount received from any other insurance policy for reimbursement of business expenses that was not disclosed to Us when the present level of cover was applied for. The amount will only be reduced to the extent required so that the combined Incorporated Business Expenses payments from the Policy and other insurance do not exceed 100% of the Incorporated Business Expenses Insured Monthly Benefit; and

After 12 claim payments are made for a particular disablement episode

 the Life Insured's portion of the net income of the business derived from trading during that period.

#### 6.2.9 Limitations

See condition 6.1.10, which also applies to this benefit.

#### 6.2.10 Maximum Insured Monthly Benefit

Occupation Categories	Maximum Insured Monthly Benefit	
AAA and AA	\$30,000	

The maximum combined Insured Monthly Benefit for Income Protection and Incorporated Business Expenses:

Occupation Categories	Maximum Insured Monthly Benefit	
AAA and AA	\$60,000	

In determining the maximum insured monthly benefit acceptable to Us, We will have regard to the benefits payable under any other income protection or business expenses policy in force or proposed for in respect of the Life Insured. If any such benefits are not disclosed to Us at the time of Your application to Us, We may reduce the amount of the monthly benefit otherwise payable if a claim occurs.

#### 6.2.11 Exclusions

The benefits under the Incorporated Business Expenses benefit are not payable in the event of:

- disablement due to intentional self-inflicted injury or any such attempt by the Life Insured;
- disablement due to engaging in or taking part in service in the armed forces of any country; or
- normal pregnancy, uncomplicated childbirth or miscarriage.

#### 6.2.12 When Benefit Payments Cease

Benefits in the course of payment under the Incorporated Business Expenses benefit will stop on the earliest to occur of the:

- · death of the Life Insured;
- Life Insured's departure from the business or practice;
- Life Insured ceasing to be disabled;
- end of the Benefit Period; and
- Expiry Date of the benefit.

#### 6.2.13 Termination

The Incorporated Business Expenses benefit will terminate on the:

- Life Insured's permanent retirement from the workforce, except when directly due to disablement;
- Life Insured's departure from the business or practice;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 6.2.14);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

#### 6.2.14 Expiry Date

The Expiry Date of the benefit is the latest Policy Anniversary prior to the Life Insured's 65th birthday.

#### 6.3 Premiums

Please see condition 2.5 of the Policy Terms and Conditions.

## 7 Policy Schedule

The Policy Schedule sets out the benefits purchased under the Policy. The Policy Schedule should be read in conjunction with the Policy Terms and Conditions.

#### 8 Definitions

Wherever used in the Policy:

'WE, US, OUR' relate to AIA Australia.

'YOU, YOUR' relate to the Policy Owner.

'LIFE INSURED, HE, SHE, HIS, HER, HIMSELF, HERSELF' means the person named as the Life Insured on the Policy Schedule.

'POLICY OWNER' means the person or persons named on the Policy Schedule as the 'Policy Owner' and any successor in title of that Policy Owner.

'ACCIDENTAL DEATH' means that death is a result of a physical injury which is caused solely and directly by violent, external and unexpected means that is not traceable, even indirectly, to the Life Insured's state of mental or physical health before the event.

'ACCIDENTAL HIV INFECTION' means infection with the human immunodeficiency virus (HIV) acquired by accident or violence during the course of the Life Insured's normal occupation or through the medium of a blood transfusion, transfusion of blood products, organ transplant, assisted reproduction technique or other medical procedure or operation performed by a doctor or at a recognised medical facility. Sero-conversion evidence of the HIV infection must occur within six months of the accident and must be verified by an appropriate Medical Practitioner.

HIV infection transmitted by any other means, including but not limited to sexual activity or non-medical intravenous drug use, is not Accidental HIV Infection under the Policy.

Any accident giving rise to a potential claim must be reported to Us within 30 days and be supported by a negative HIV antibody test taken within seven days after the accident. We must be given access to test independently all blood samples used, if We require. We retain the right to take further independent blood tests or other medically accepted HIV tests.

'ACCIDENTAL INJURY' means a physical injury which is caused solely and directly by violent, accidental, external and visible means, which occurs while the benefit is in force and which results solely and directly and independently of a Pre-existing Condition or any other cause in total disablement. Sickness directly resulting from medical or surgical treatment rendered necessary by the physical injury will not constitute an 'Accidental Injury'.

'ACCIDENTAL LOSS OF INDEPENDENCE' means, solely as a result of an Accidental Injury:

- A condition, where the Life Insured is totally and irreversibly unable to perform at least two of the Activities of Daily Living. The condition should be confirmed by a consultant physician.
- Cognitive impairment, meaning a deterioration or loss in the Life Insured's intellectual capacity which requires another person's assistance or verbal cueing to protect Himself or Herself as

measured by clinical evidence and standardised tests which reliably measure the impairment in the following areas:

- short or long term memory;
- orientation as to person (such as personal identity), place (such as location), and time (such as day, date and year);
- deductive or abstract reasoning.

or.

• Loss of Use of Limbs and/or Sight

The Life Insured would be required to be under continuous care and supervision by another adult person for at least six consecutive months. At the end of that six-month period, the Life Insured must, in our opinion on the basis of medical evidence, require ongoing continuous care and supervision by another adult person.

'ACCIDENTAL PARTIAL AND PERMANENT DISABLEMENT' means as a result of an Accidental Injury the Life Insured has suffered a permanent loss of use of one arm, or one leg or the permanent loss of sight in one eye.

'ACCIDENTAL TOTAL AND PERMANENT DISABLEMENT (ANY OCCUPATION)' means solely as a result of an Accidental Injury that:

- (a) the Life Insured has suffered the total and irrecoverable loss of the  $\dot{}$ 
  - sight of both eyes;
  - use of two limbs; or
  - sight of one eye and use of one limb;

or

- (b) the Life Insured, where engaged in any business, profession or occupation, whether as an employee or otherwise, or where unemployed or on leave without pay for less than six months immediately prior to the Accidental Injury causing disablement:
  - has been absent from employment solely as a result of an Accidental Injury for an uninterrupted period of at least three consecutive months; and
  - is attending a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the Accidental Injury; and
  - at the end of the period of three months, after consideration
    of all the medical evidence and such other evidence as we
    may require, has become in our opinion incapacitated to
    such an extent as to render the Life Insured unlikely ever to
    engage in any business, profession or occupation for which
    the Life Insured is reasonably suited by education, training
    or experience;

or

(c) the Life Insured has suffered Accidental Loss of Independence.

If the Life Insured was not engaged in any business, profession or occupation or was on leave without pay for more than six months immediately prior to the time of the Accidental Injury causing disablement then the Accidental Total and Permanent Disablement (Any Occupation) definition will continue to apply.

The Life Insured is 'Accidentally Totally and Permanently Disabled (Any Occupation)' if the Life Insured satisfies the definition of Accidental Total and Permanent Disablement (Any Occupation).

The Life Insured will be deemed to be on 'Home Duties' if wholly engaged in Full-Time Unpaid Domestic Duties in His or Her own residence.

If the Life Insured is on Home Duties at the time of application and again at the time of claim, the Life Insured will be assessed against the Accidental Total and Permanent Disablement (Home Duties) definition

## 'ACCIDENTAL TOTAL AND PERMANENT DISABLEMENT (HOME DUTIES)' means that as a result of an Accidental Injury:

- (a) the Life Insured has suffered the total and irrecoverable loss of the:
  - sight of both eyes;
  - use of two limbs; or
  - sight of one eye and use of one limb;

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- (b) the Life Insured, where wholly engaged in Full-Time Unpaid Domestic Duties in His or Her own residence:
  - has been unable to perform all Normal Domestic Duties and engage in any employment for an uninterrupted period of at least three consecutive months solely as a result of Injury or Sickness; and
  - is attending a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the Injury or Sickness; and
  - at the end of the period of three months, after consideration of all the medical evidence and such other evidence as we may require, has become in our opinion incapacitated to such an extent as to render him or her likely to require indefinite ongoing medical care and unable ever to perform all Normal Domestic Duties and engage in any form of employment.

or

(c) the Life Insured has suffered Accidental Loss of Independence.

The Life Insured is 'Accidentally Totally and Permanently Disabled (Home Duties)' if the Life Insured satisfies the definition of Accidental Total and Permanent Disablement (Home Duties).

#### 'ACTIVITIES OF DAILY LIVING' means the following activities:

#### Bathing

Means the ability of the Life Insured to wash Himself or Herself either in the bath or shower or by sponge bath without the assistance of another person. The Life Insured will be considered to be able to bathe Himself or Herself even if the above tasks can only be performed by using equipment or adaptive devices.

#### Dressing

Means the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them, without the assistance of another person. The Life Insured will be considered able to dress Himself or Herself even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.

#### **Eating**

Means the ability to get nourishment into the body by any means once it has been prepared and made available to the Life Insured without the assistance of another person.

#### **Toileting**

Means the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing without the assistance of another person. The Life Insured will be considered able to toilet Himself or Herself even if He or She has an ostomy and is able to empty it Himself or Herself, or if the Life Insured uses a commode, bedpan or urinal, and is able to empty and clean it without the standby assistance of another person.

#### **Transferring**

Means the ability to move in and out of a chair or bed without the assistance of another person. The Life Insured will be considered able to transfer Himself or Herself even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorised devices is used.

In respect to all the Activities of Daily Living, the Life Insured would be required to be under continuous care and supervision by another adult person for at least six consecutive months. At the end of that six month period, the Life Insured must, in our opinion on the basis of the medical evidence, require ongoing continuous care and supervision by another adult person.

#### 'AGREED VALUE' means

- The Insured Monthly Benefit is agreed with You at the time of application and is based on the Life Insured's income at that time;
- The Insured Monthly Benefit is agreed subject to receipt by Us of financial evidence in relation to Your application. That evidence must be satisfactory to Us. If financial evidence in relation to Your application is not provided to Us at time of application, that evidence must be provided before the payment of any claim and must be satisfactory to Us. Claim offsets for other sources of income may apply; and
- Cover on an Agreed Value basis is available only to Occupation Categories AAA, AA, A, B, C and CT.

The following rules apply to the determination and payment of the benefit payment where the benefit is on an Agreed Value basis.

#### Agreed value (Verified)

## Where we confirm on the policy schedule that a benefit written on an Agreed Value basis is Agreed Value (Verified):

AIA Australia will pay the Insured Monthly Benefit (IMB) referred to in the Schedule in accordance with the terms of Your Policy and in reliance of evidence of the Life Insured's income that was provided with Your Application for Insurance or any subsequent application to increase the IMB (jointly referred to as the Application).

All AlA Australia will ask in the event of a claim are the income questions in the AlA Australia claim form and will not require any additional financial evidence at the time of the claim (except in relation to a Partial Disablement benefit).

AIA Australia may require and may request additional financial evidence only in regards to a Partial Disablement benefit to further assess your entitlement. You agree to co-operate with AIA Australia (and to procure the Life Insured's cooperation) in this respect and to provide any additional financial evidence requested by AIA Australia.

Should it be discovered that the evidence of the Life Insured's income provided with an Application is incorrect, incomplete, or misleading, the IMB will be reduced to an amount AIA Australia would have offered at the time of that Application based on the Life Insured's actual income, as subsequently discovered.

#### Agreed Value (Unverified) (Part Financial)

# Where we confirm on the policy schedule that a benefit written on an Agreed Value basis is Agreed Value (Unverified) (Part Financial):

AIA Australia will pay the Insured Monthly Benefit (IMB) referred to in the Schedule in accordance with the terms of Your Policy and in reliance of evidence of the Life Insured's income that You provided with Your Application for Insurance or any subsequent application to increase the IMB (jointly referred to as the Application).

AIA Australia will require and will request additional financial evidence to verify the IMB in the event of a claim. You agree to co-operate with AIA Australia (and to procure the Life Insured's cooperation) in this respect and to provide any additional financial evidence requested by AIA Australia.

Should it be discovered that the evidence of the Life Insured's income provided with an Application is incorrect, incomplete or misleading, the IMB will be reduced to an amount AIA Australia would have offered at the time of that Application based on your actual income, as subsequently discovered.

#### **Agreed Value Unverified**

## Where we confirm on the policy schedule that a benefit written on an Agreed Value basis is Agreed Value (Unverified):

AIA Australia will pay the Insured Monthly Benefit (IMB) referred to in the Schedule in accordance with the terms of Your Policy and in reliance of evidence of the Life Insured's income that you provided in Your Application for Insurance or any subsequent application to increase the IMB (jointly referred to as the Application).

AIA Australia will require and will request additional financial evidence to verify the IMB in the event of a claim. You agree to co-operate with AIA Australia (and to procure the Life Insured's cooperation) in this respect and will provide any additional financial evidence requested by AIA Australia.

Should it be discovered that the evidence of the Life Insured's income provided with an Application is incorrect, incomplete or misleading, the IMB will be reduced to an amount AIA Australia would have offered at the time of the Application based on the Life Insured's actual income, as subsequently discovered.

'ALZHEIMER'S DISEASE' means the diagnosis of Alzheimer's disease as confirmed by a consultant neurologist or geriatrician resulting in significant cognitive impairment.

Significant cognitive impairment means deterioration in the Life Insured's mini-mental state examination, or equivalent thereof, scores to 20 or less.

'APLASTIC ANAEMIA' means a definite diagnosis of a chronic persistent bone marrow failure, confirmed by bone marrow biopsy, which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following

- blood product transfusion;
- marrow stimulating agents;
- immunosuppressive agents; or
- bone marrow transplantation.

'BACTERIAL MENINGITIS' means the diagnosis of the Life Insured with bacterial meningitis. The meningitis must produce neurological deficit causing permanent and significant functional impairment. 'Significant functional impairment' shall mean that the Life Insured is either:

- totally and permanently unable to perform any one of the Activities of Daily Living; or
- suffering at least a 25% impairment of whole person function as defined in *Guides to the Evaluation of Permanent Impairment 5th edition*, American Medical Association.

Diagnosis must be confirmed by a consultant neurologist. Bacterial meningitis in the presence of HIV infection is excluded. All other forms of meningitis including viral, are excluded.

**BENEFIT PERIOD**' is stated on the Policy Schedule and is the maximum period during which the monthly income benefit is payable.

**BENIGN BRAIN TUMOUR**' means a non-cancerous tumour on the brain or spinal cord.

100% of the Sum Insured will be paid if the Benign Brain Tumour gives rise to symptoms of permanent neurological deficit and results in the life insured either;

- (a) being totally and permanently unable to perform any one of the Activities of Daily Living (see page 92 for definition); or
- (b) suffering at least a 25% impairment of whole person function, attributable to the above condition, as defined in *Guides to the Evaluation of Permanent Impairment (Guides) 5th edition*, American Medical Association.

The requirements above will be waived if the Benign Brain Tumour is surgically removed on the advice of a consultant neurologist/ neurosurgeon.

Where the above is not met, 25% of the Sum Insured (up to a maximum of \$50,000) will be paid for a diagnosis of a non-cancerous tumour on the brain or spinal cord giving rise to symptoms of neurological deficit.

The presence of the underlying tumour must be confirmed by a consultant neurologist/neurosurgeon based on imaging studies such as CT scan or MRI (Magnetic Resonance Imaging).

Cysts, granulomas, cholesteatomas, malfunctions in or of the arteries or veins of the brain, haematomas and tumours in the pituitary gland are not covered.

'BLINDNESS' means that as a result of disease or accident and certified by an ophthalmologist, the:

- a) visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in both eyes; or the
- b) field of vision is constricted to 20 degrees or less of arc around central fixation in the better eye irrespective of corrected visual activity (equivalent to 1/100 white test object); or the
- c) combination of visual defects results in the same degree of vision impairment as that occurring in (a) or (b) above.

#### BUSINESS SAFEGUARD FORWARD UNDERWRITING

#### Increase in personal liability and increase in shareholder value

The Life Insured incurs additional monetary liability as a result of the following business activity:

• Life Insured starts a new business.

- Life Insured increases His/Her personal liability for business debts.
- Life Insured's shareholding/value in the business/value to the business increases

'CANCER' means the presence of one or more malignant tumours including sarcoma, lymphoma, leukaemia and other malignant bone marrow disorders, and characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue, but does not include the following:

- all hyperkeratoses;
- all non-melanoma skin cancers unless having spread to the bone, lymph node, or an other distant organ;
- Polycythemia Rubra Vera requiring treatment by venesection alone; and
- all cancers which are histologically classified as having borderline malignancy or low malignant potential.

The following limitations apply on the payment of a Crisis Recovery, Double Crisis Recovery or Crisis Recovery Stand Alone benefit in respect of a Cancer event that relates to skin cancer, Prostate Cancer or Carcinoma in Situ.

'Skin cancer' – where diagnosed by an appropriate specialist Medical Practitioner, We will pay:

- 100% of the Sum Insured for any melanoma where the tumour is with ulceration or is diagnosed as 1mm or greater in Breslow's depth of invasion or Clark Level 3 or greater in depth of invasion;
- the greater of 15% of the Sum Insured and \$10,000 for any melanoma without ulceration and measuring less than 1mm in Breslow's depth of invasion and less than Clark Level 3 in depth of invasion. The amount of the payment cannot exceed the Sum Insured:
- 100% of the Sum Insured for any non-melanoma skin cancer that has spread to the bone, lymph node, or an other distant organ.

#### 'Prostate Cancer':

On the diagnosis of prostate cancer at a stage of T1b or greater (using the TNM classification system), 100% of the Sum Insured will be paid less any previous amount paid.

Any stage of prostate cancer where the life insured undergoes major interventionist therapy, 100% of the Sum Insured will be paid less any previous amount paid.

On the diagnosis of prostate cancer at a stage of T1a (using the TNM classification system), 100% of the Sum Insured is paid up to a restricted maximum of \$500,000 across all policies that cover you.

Any remaining benefit amount in excess of the \$500,000 amount paid will be retained as a Crisis Recovery or Crisis Recovery Stand Alone Sum Insured.

Major interventionist therapy includes, but is not limited to, prostatectomy, radiotherapy, brachytherapy, chemotherapy, biologic response modifiers or any other major treatment.

Refer to condition 3.4 for the terms and conditions pertaining to Crisis Reinstatement after a T1a claim..

#### 'Carcinoma in situ'

Carcinoma in situ refers to a primary uncontrolled growth of cells that remains in the original location and has not invaded or destroyed neighbouring tissues nor penetrated the basement membrane. Carcinoma in situ covered by this Policy must be confirmed by histopathology as diagnosed by a Medical Practitioner.

Staging of carcinoma in situ is based on FIGO (International Federation of Gynecology and Obstetrics) classification and TNM classification.

The disease of Carcinoma in Situ covered by this Policy must be confirmed by a biopsy and is limited to the following sites for which We will pay the greater of \$10,000 and 10% of the relevant Sum Insured:

- Vagina, ovary, vulva, fallopian tube, penis, testicle where the tumour must be classified as TIS according to the TNM staging method or FIGO Stage 0;
- Cervix-Uteri with a grading of either TNM stage TIS or CIN 3 or above: or
- Carcinoma in situ of the breast where no mastectomy is performed.

The amount of the partial payment cannot exceed the Sum Insured.

The full Sum Insured will be paid for carcinoma in situ of the breast where the entire breast is removed or where other surgery and adjuvant therapy (such as radiotherapy and/or chemotherapy) is performed specifically to arrest the spread of malignancy, and this procedure is the appropriate and necessary treatment as confirmed by an appropriate specialist Medical Practitioner.

After any payment for cancer the Sum Insured will be reduced by the payment made.

'CARDIOMYOPATHY' means a condition of impaired ventricular function of variable aetiology (often not determined) resulting in significant permanent physical impairment i.e. Class III on the New York Heart Association classification of cardiac impairment.

The New York Heart Association classifications are:

Class I – no limitation of physical activity, no symptoms with ordinary physical activity.

Class II – slight limitation of physical activity, symptoms occur with ordinary physical activity.

Class III – marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.

Class IV – symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

**CHILD/REN**' means the natural child/ren, the stepchild/ren or the legally adopted child/ren of the Life Insured.

'CHRONIC LIVER DISEASE' means end stage liver failure, together with two of the following conditions:

- Permanent jaundice,
- · Ascites, and
- Hepatic encephalopathy.

**CHRONIC LUNG DISEASE**' means end stage respiratory failure requiring permanent oxygen therapy with FEV 1 test results consistently showing less than one litre.

**'COMA'** means a definite diagnosis of a state of unconsciousness with failure to respond normally to external stimuli or respond to internal needs and requiring life support for a continuous period of at least 96 hours, for which period the Glasgow coma score must be 7 or less. Excluded from this definition is coma resulting from alcohol or drug abuse.

The diagnosis of coma must be made by an appropriate specialist Medical Practitioner.

**CONSUMER PRICE INDEX INCREASE** (CPI Increase) means the percentage increase in the average CPI for the 8 state capital cities published by the Australian Bureau of Statistics and covering the most recent period of 12 months for which figures are available at the date the policy fee, Sum Insured or Insured Monthly Benefit is to be increased. In the event of any suspension or discontinuance of the CPI as defined above, such other index as We shall consider appropriate shall be adopted for the purposes of the Policy.

'CORONARY ARTERY ANGIOPLASTY' means the actual undergoing of either:

- Balloon angioplasty
- Insertion of a stent
- Atherectomy
- Laser therapy

to correct a narrowing or blockage of coronary arteries within the same procedure. Angiographic evidence, indicating obstruction of the coronary arteries is required to confirm the need for this procedure. The procedure must be considered necessary by a cardiologist to correct or treat coronary artery disease.

The following limitations apply to the payment of a Crisis Recovery, Double Crisis Recovery or Crisis Recovery Stand Alone benefit in respect of a Coronary Artery Angioplasty. If the Life Insured is diagnosed with a Coronary Artery Angioplasty, We will pay:

- 25% of the relevant Sum Insured, with a maximum of \$25,000 where one coronary artery is obstructed and corrected with the use of angioplasty, atherectomy, laser therapy or the insertion of up to two stents.
- 50% of the relevant Sum Insured, with a maximum of \$50,000 where two coronary arteries are obstructed and corrected with the use of either angioplasty, atherectomy or laser therapy, or, the insertion of more than two stents (regardless of the number of coronary arteries involved).
  - For Partial payments under Coronary Artery Angioplasty, multiple claims may be made under the Crisis Recovery benefit.
- 100% of the relevant Sum Insured where three or more coronary arteries are obstructed and corrected with the use of angioplasty, atherectomy, laser therapy or stents. This procedure can be completed in one procedure or via multiple procedures within a two month period.

After any payment for Coronary Artery Angioplasty the relevant Sum Insured will be reduced by the payment made.

CORONARY ARTERY BY-PASS SURGERY' means the actual undergoing of by-pass surgery (including saphenous vein or internal mammary graft(s) for the treatment of coronary artery disease. The operation must be for the treatment of one or more coronary arteries and angioplasty contra-indicated and must be considered necessary by a consultant cardiologist.

'DATE OF LOSS (NEEDLESTICK)' is determined as the date that sero-conversion takes place (i.e. the date upon which the Life Insured is diagnosed as HIV positive, Hepatitis B positive or Hepatitis C positive).

**'DEMENTIA**' means the diagnosis of dementia as confirmed by a consultant neurologist or geriatrician resulting in significant cognitive impairment. Significant cognitive impairment means deterioration in the Life Insured's mini-mental state examination, or equivalent thereof, scores to 20 or less.

'DEPENDANT' of the Life Insured includes:

- spouse (including a de facto spouse and certain same-sex partners), or
- Children (including Children of same-sex partners), or
- a person who is financially dependent.

**'DIPLEGIA**' means the total and permanent loss of function of both sides of the body due to spinal cord injury or disease, or brain injury or disease.

**EMPLOYEE** means the Life Insured is paid for time worked and is required to perform the prescribed duties and work hours of the Life Insured's position set by an employer for at least 20 weeks per year.

The Life Insured cannot be self-employed or an Employee of an immediate family member.

**EXPIRY DATE**' for a benefit means the premium expiry date shown on the Policy Schedule for that benefit.

#### **'EXTENDED INDEMNITY'**

- The monthly benefit payable in the event of total disablement is the lower of the Insured Monthly Benefit under the income protection benefit and 75% of the first \$26,667 of the life insured's monthly Pre-disablement Income (Extended Indemnity) at the start of the total disablement plus 50% of the next \$20,000 of the life insured's monthly Pre-disablement Income (Extended Indemnity) plus 20% of the next \$150,000 of the life insured's monthly Pre-disablement Income (Extended Indemnity).
- The Insured Monthly Benefit is not guaranteed;
- Financial evidence must be provided before the payment of any claim and must be satisfactory to Us. Claim offsets for other sources of income may apply (see condition 5.1.11); and
- Cover on an Extended Indemnity basis is available to Occupation Categories AAA, AA, A, B, C, CT, D and E.

#### **'FORWARD UNDERWRITING'**

#### Marriage

- A marriage or customary union as recognised in terms of the laws of Australia.
- A union recognised as a marriage in accordance with the tenets of any religion
- Two adults who are in a relationship as a couple (whether or not legally married to each other), regardless of their sex, where the two adults live with each other on a permanent and genuine domestic basis and have done so for a continuous period of at least 2 years.

- An option under the marriage event can only be exercised once. The event must not have occurred within six months of a permanent separation.
- The Life Insured must be a party to the marriage/union.

#### **Permanent Separation**

- A permanent separation of two parties to a marriage as defined above.
- An option under the Permanent Separation event can only be exercised once. The event must not have occurred within six months of the marriage event, as defined above.
- The Life Insured must be a party to the permanent separation.
- Permanent Separation to be evidenced by an order of divorce or a statutory declaration signed by both parties.

#### Mortgage

The registration of a mortgage in respect of property owned by the Life Insured.

#### **New Child Dependant**

- The birth or legal adoption of a Child.
- The Life Insured must be a parent of the Child.
- Adoption of a Child can be by same sex or heterosexual couples.

#### **Child Dependant's Education Costs**

- A Child is registered for study at a private school or tertiary education institution.
  - This includes a University degree.

#### Child born with Spina Bifida

• The protrusion of a sac containing tissue, cerebrospinal fluid, nerves and part of the spinal cord through an opening in one or more of the vertebrae of the spinal column.

#### Child born with Cerebral Palsy

• The diagnosis of Cerebral Palsy by a neurologist or paediatrician.

#### Increase in personal liability and increase in shareholder value

- The Life Insured incurs additional monetary liability as a result of the following business activity:
  - Life Insured starts a new business.
  - Life Insured increases His/Her personal liability for business debts.
  - Life Insured's shareholding/value in the business/value to the business increases.

FULL-TIME EMPLOYMENT means for the Total and Permanent Disablement, Total and Permanent Disablement Stand Alone, Double Total Permanent Disablement, Accidental Total and Permanent Disablement and Accidental Total and Permanent Disablement Stand Alone benefits and the Waiver of Premium benefit under the Life Cover benefit, working a minimum of 20 hours per week, 48 weeks per year excluding public holidays.

For the Income Protection, Income Protection Accident Only, Business Expenses and the Incorporated Business Expenses benefits, full time employment means working a minimum of **25** hours per week, 48 weeks per year excluding public holidays.

FULL-TIME UNPAID DOMESTIC DUTIES' means for the Total and Permanent Disablement, Total and Permanent Disablement Stand Alone and Double Total and Permanent Disablement benefits and the Waiver of Premium benefit under the Life Cover benefit, the Life

Insured is wholly engaged in performing unpaid normal domestic duties on a full-time basis in His or Her own residence.

#### **GUARANTEED FUTURE INSURABILITY**

- Marriage;
  - A marriage or customary union as recognised in terms of the laws of Australia.
  - A union recognised as a marriage in accordance with the tenets of any religion.
  - Two adults who are in a relationship as a couple (whether or not legally married to each other), regardless of their sex, where the two adults live with each other on a permanent and genuine domestic basis and have done so for a continuous period of at least 2 years.
  - An option under the marriage event can only be exercised once. The event must not have occurred within six months of a permanent separation.
  - The Life Insured must be a party to the marriage/union.
- · Permanent Separation;
  - A permanent separation of two parties to a marriage as defined above.
  - An option under the Permanent Separation event can only be exercised once. The event must not have occurred within six months of the marriage event, as defined above.
  - The Life Insured must be a party to the permanent separation.
  - Permanent Separation to be evidenced by an order of divorce or a statutory declaration signed by both parties.
- First anniversary of Marriage;
- First anniversary of Permanent Separation;
- Death of a Spouse;
- Becoming a Carer (for the first time);
  - The Life Insured must become a full time carer for the first time, who continuously provides constant in home care for at least 20 hours per week, 48 weeks per year to a Dependant.
     The Dependant requires assistance due to their disability or medical condition or due to being frail aged.
- Birth or adoption of a Child;
  - The birth or legal adoption of a Child.
  - The Life Insured must be a parent of the Child.
  - Adoption of a Child can be by same sex or heterosexual couples.
- Dependent Child commences Tertiary Education;
- The Child must be registered at a tertiary education institution
- Effecting a first mortgage on the purchase of a home, or increasing an existing first mortgage for the purpose of building or renovation works on the home.
  - The mortgage must be on the Life Insured's principal place of residence with a mortgage provider.

**HEART ATTACK'** (myocardial infarction) means the death of heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis must be confirmed by a cardiologist and evidenced by typical rise and/or fall of cardiac biomarker blood test (Troponin T, Troponin I or CK-MB) with at least one level above the 99th percentile of the upper reference limit PLUS:

acute cardiac symptoms and signs consistent with myocardial infarction (e.g. chest pain)

#### ΩR

 new serial ECG changes with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block (LBBB)

#### ΩR

 imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.

If the above tests are inconclusive we will consider other appropriate and medically recognised tests. Other acute coronary syndromes including but not limited to angina pectoris are excluded.

'HEART VALVE SURGERY' means the actual undergoing of a procedure to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities occurring after the commencement date or last reinstatement date of the Policy.

**HEMIPLEGIA**' means the total and permanent loss of function of one side of the body due to spinal cord injury or disease, or brain injury or disease.

'HOME DUTIES' means the Life Insured is wholly engaged in performing unpaid domestic duties in their own residence.

#### INCOME (Employed Persons)

**INCOME**' in the case of an employed person is the pre-tax remuneration paid by an employer, including salary, fees and fringe benefits for the last financial year. This will include any statutory superannuation contributions and any other superannuation contributions made by an employer including those that are part of a salary sacrifice arrangement between the employed person and the employer. Where commissions and bonuses form over 40% of the pre-tax remuneration for the last financial year, we will take them into account. Where the employed person is a professional person employed by a professional practice company, income will include all commissions and bonuses paid, in addition to salary, fees, fringe benefits and superannuation contributions made by an employer, for the last financial year.

#### INCOME (Self-Employed Persons)

**'INCOME**' in the case of a self-employed person, a working director or partner in a partnership, is the income generated by the business or practice due to His or Her personal exertion or activities, less His or Her share of necessarily incurred business expenses, for the last financial year.

Income does not include other unearned income such as dividends, interest, rental income or proceeds from the sale of assets, or ongoing commission or royalties.

#### **INCOME PROTECTION LOSS OF INDEPENDENCE**

For Income Protection Essentials – Income Protection Loss of Independence see 'LOSS OF INDEPENDENCE'.

#### 'INDEMNITY'

- The monthly benefit payable in the event of total disablement is the lower of the Insured Monthly Benefit under the income protection benefit and 75% of the first \$26,667 of the Life Insured's monthly Pre-disablement Income (Indemnity) at the start of the total disablement plus 50% of the next \$20,000 of the Life Insured's monthly Pre-disablement Income (Indemnity) plus 20% of the next \$150,000 of the Life Insured's monthly Pre-disablement Income (Indemnity);
- The Insured Monthly Benefit is not guaranteed;

- Financial evidence must be provided before the payment of any claim and must be satisfactory to Us. Claim offsets for other sources of income may apply (see condition 5.1.11); and
- Cover on an Indemnity basis is available to Occupation Categories AAA, AA, A, B, C, CT, D and E.

'INJURY' means a physical injury which occurs whilst the Policy is in force and which results solely and directly and independently of a Pre-existing Condition or any other cause, in Total or Partial Disablement within one year of the date of its occurrence. Sickness directly resulting from medical or surgical treatment rendered necessary by the physical injury will not constitute an 'Injury'.

'INSURED MONTHLY BENEFIT' is stated on the Policy Schedule (unless otherwise disclosed to You or agreed with You) and may be adjusted by any benefit alterations the Policy Owner has effected, or which have been imposed by Us and notified to the Policy Owner.

'INTENSIVE CARE' means a Sickness or Injury has resulted in the Life Insured requiring continuous mechanical ventilation by means of tracheal intubation for seven consecutive days (24 hours per day) in an authorised intensive care unit of an acute care hospital. Excluded from this definition is Intensive Care as a result of alcohol or drug abuse.

#### 'INVOLUNTARY UNEMPLOYMENT' means the Life Insured:

- is no longer employed or working in an occupation that generates Income through no choice or fault of their own and due to factors outside their control, and
- has registered with an Australian government approved job placement agency, and
- is actively seeking employment; and
- had Full-time Employment and their employer terminated their employment or they are made redundant (this does not include an unsuccessful probation period, resignation or a voluntary redundancy) or was Self Employed and their fixed term contract stopped before the end date of the contract because their employer terminated the contract or they are made redundant (this does not include resignation, a voluntary redundancy or early completion of a project).

'KIDNEY FAILURE' means end stage renal failure, which presents as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is initiated or renal transplantation carried out.

'LOSS OF HEARING' means complete and irrecoverable loss of hearing, both natural and assisted, from both ears as a result of Injury or Sickness, as certified by an appropriate specialist Medical Practitioner.

#### 'LOSS OF INDEPENDENCE' means:

- a) A condition as a result of Injury or Sickness, where the Life Insured is totally and irreversibly unable to perform at least two of the Activities of Daily Living. The condition should be confirmed by a consultant physician.
- b) Cognitive impairment, meaning a deterioration or loss in the Life Insured's intellectual capacity which requires another

person's assistance or verbal cueing to protect Himself or Herself as measured by clinical evidence and standardised tests which reliably measure the impairment in the following areas:

- short or long term memory
- orientation as to person (such as personal identity), place (such as location), and time (such as day, date and year)
- · deductive or abstract reasoning;

or

c) Loss of Use of Limbs and/or Sight.

The Life Insured would be required to be under continuous care and supervision by another adult person for at least **six** consecutive months. At the end of that six-month period, the Life Insured must, in Our opinion on the basis of medical evidence, require ongoing continuous care and supervision by another adult person.

Under Income Protection Essentials – Income Protection Loss of Independence, the Life Insured is required to be under continuous care and supervision by another adult person for at least **three** consecutive months. At the end of that three-month period, the Life Insured must, in our opinion on the basis of medical evidence, require ongoing continuous care and supervision by another adult person.

## 'LOSS OF USE OF LIMBS AND/OR SIGHT' means the total and irrecoverable loss by the Life Insured of any of the:

- use of both hands
- use of both feet
- sight of both eyes (to the extent of 6/60 or less)
- use of one hand and one foot
- use of one hand and the sight of one eye
- use of one foot and the sight of one eye.

We will pay a one-time partial benefit (not payable under Loss of Independence or Complimentary Family Protection benefit) in the event of the total and permanent loss of use of:

- one hand,
- one foot, or
- sight in one eye (to the extent of 6/60 or less).

In the case of Crisis Recovery, Crisis Recovery Stand Alone or Double Crisis Recovery benefit, the amount payable will be the greater of \$10,000 and 25% of the Sum Insured of the Crisis Recovery, Crisis Recovery Stand Alone or Double Crisis Recovery benefit (as the case may be). The amount of the payment cannot exceed the relevant Sum Insured.

The Sum Insured of the Crisis Recovery, Crisis Recovery Stand Alone or Double Crisis Recovery benefit will be reduced by the payment of this benefit and premiums will be adjusted accordingly. This rule is not applicable under Total and Permanent Disablement, Total and Permanent Disablement Stand Alone, Universal Total and Permanent Disablement, Universal Total and Permanent Disablement Stand Alone, Double Universal Total and Permanent Disablement or Double Total and Permanent Disablement benefits.

**LOSS OF SPEECH**' means the complete and irrecoverable loss of the ability to speak as a result of Injury or Sickness which must be established and the diagnosis reaffirmed after a continuous period of three months of such loss by an appropriate specialist Medical Practitioner.

'MAJOR BURNS' means third degree burns or full thickness burns to at least:

- 20% of the body surface area as measured by the Lund and Browder Body Surface Chart;
- 50% of both hands, requiring surgical debridement and/or grafting; or
- 50% of the face, requiring surgical debridement and/or grafting.

'MAJOR HEAD TRAUMA' means an accidental head injury resulting in permanent neurological deficit, resulting in the Life Insured either:

- being totally and permanently unable to perform any one of the Activities of Daily Living; or
- suffering at least a 25% impairment of whole person function as defined in *Guides to the Evaluation of Permanent Impairment 5th edition*, American Medical Association.

Diagnosis must be confirmed by a consultant neurologist.

'MAJOR ORGAN TRANSPLANT' means having received, from a human donor, a medically necessary transplant involving one or more of the following organs: kidney, heart, liver, lung, bone marrow, pancreas and small bowel.

The full Sum Insured under the Crisis Recovery, Double Crisis Recovery and Crisis Recovery Stand Alone benefit will be paid if the Life Insured has been placed on the Australian or New Zealand waiting list to receive a major organ transplant of the kind described above for the Major Organ Transplant crisis event and that the procedure is unrelated to any previous procedure or surgery undergone by the Life Insured.

**MANIFESTS**' means that symptoms exist which would cause an ordinarily prudent person to seek diagnosis, care or treatment, or that medical advice or treatment has been recommended by or received from a Medical Practitioner.

#### 'MARRIAGE' means:

- a marriage or customary union as recognised in terms of the laws of Australia.
- a union recognised as a marriage in accordance with the tenets of any religion.
- two adults who are in a relationship as a couple (whether or not legally married to each other), regardless of their sex, where the two adults live with each other on a permanent and genuine domestic basis and have done so for a continuous period of at least two years.

'MEDICAL PRACTITIONER' means a legally qualified and registered medical practitioner acceptable to Us, other than the Policy Owner or the Life Insured, or a family member, business partner, employee or employer of either the Policy Owner or the Life Insured.

'MOTOR NEURONE DISEASE' means the unequivocal diagnosis of motor neurone disease confirmed by a consultant neurologist.

'MULTIPLE SCLEROSIS' means the unequivocal diagnosis of multiple sclerosis confirmed by a consultant neurologist.

'MUSCULAR DYSTROPHY' means the unequivocal diagnosis of muscular dystrophy, confirmed by a consulting neurologist.

**NON-SMOKER** at a point in time, means, not having smoked tobacco or any other substance for a continuous period of 12 months ending at that point in time.

'NORMAL DOMESTIC DUTIES' means the household duties normally performed by a person who remains at home and is not working in a regular occupation including part time and/or voluntary work, for income.

Normal domestic duties specifically include:

Cooking and preparing meals – meaning the ability to prepare meals using kitchen appliances;

Cleaning the home – meaning the ability to carry out the basic internal household chores using domestic equipment such as a vacuum and mop;

Washing clothes – meaning the ability to do the household's laundry to a basic standard:

Shopping for groceries – meaning the ability to purchase general household grocery items;

Caring for Children – meaning the ability to care for and supervise Children (where applicable)

For the avoidance of doubt, the Life Insured will not be considered to be unable to carry out all Normal Domestic Duties if the Life Insured is able to perform any one of these duties.

#### OCCUPATIONALLY ACQUIRED HEPATITIS B OR HEPATITIS C

**INFECTION**' is a Crisis Event covered by the Crisis Recovery benefit under the PLUS Optional benefit under the Income Protection Plan.

The Crisis Recovery benefit will be payable if the Life Insured becomes infected with Hepatitis B or Hepatitis C as a result of an occupational accident. An occupational accident means an accident that happens whilst the Life Insured is performing the usual duties of His or Her normal occupation and involves contact with a body substance which puts the Life Insured at risk of transmission of the infections.

This benefit will only be paid if all the following conditions for payment are satisfied. We require that:

- the Life Insured reports the accident to Us within 48 hours after it happens;
- the Life Insured is tested for infections within 48 hours after the accident and the results are negative;
- a Medical Practitioner diagnoses the Life Insured to be:
  - positive to Hepatitis C within 180 days after the accident; or
  - positive to Hepatitis B within 180 days after the accident and still be positive within 180 days after the first diagnosis;
- the Life Insured complies with all infection control precautions that apply;
- the Life Insured is vaccinated or immunised for the infections as required by Us; and
- all tests be carried out according to the procedures We specify.

# **'OTHER SERIOUS CORONARY ARTERY DISEASE**' means the narrowing of the lumen of at least 3 coronary arteries by a minimum of 60%, as proven for the first time by coronary arteriography, regardless of whether or not any form of coronary artery surgery has been performed.

'OUT OF HOSPITAL CARDIAC ARREST' means cardiac arrest which is not associated with any medical procedure and is documented by an electrocardiogram, occurs out of hospital and is due to:

- cardiac asystole; or
- ventricular fibrillation with or without ventricular tachycardia.

'PARAPLEGIA' means the total and permanent loss of function of the lower limbs due to spinal cord injury or disease, or brain injury or disease.

'PARKINSON'S DISEASE' means the unequivocal diagnosis of idiopathic Parkinson's disease as confirmed by a consultant neurologist. All other types of Parkinsonism are excluded (e.g. secondary to medication).

'PARTIAL AND PERMANENT DISABLEMENT' means the Life Insured has suffered a permanent loss of use of one arm, or one leg or the permanent loss of sight in one eye.

'PARTIAL DISABLEMENT (BUSINESS EXPENSES)' means that, solely due to Injury or Sickness, the Life Insured is:

- unable to work in His or Her own occupation at full capacity but working in a reduced capacity in any occupation; and
- earning a monthly Income which is less than His or Her Pre-disablement Income; and
- under the regular care of, and following the advice of, a Medical Practitioner.

Where the Life Insured is capable of working in a reduced capacity in any occupation but is not working, We may deem the Life Insured to be entitled to the Partial Disablement benefit.

The Life Insured is 'Partially Disabled (Business Expenses)' if the Life Insured satisfies the definition of Partial Disablement (Business Expenses).

'PARTIAL DISABLEMENT (INCOME PROTECTION)' means that, solely due to Injury or Sickness, the Life Insured is:

- unable to work in His or Her own occupation at full capacity but working in a reduced capacity in any occupation; and
- earning a monthly Income which is less than His or Her Pre-disablement Income; and
- under the regular care of, and following the advice of, a Medical Practitioner.

The Life Insured is 'Partially Disabled (Income Protection)' if the Life Insured satisfies the definition of Partial Disablement (Income Protection).

#### 'PARTIAL DISABLEMENT (INCOME PROTECTION ACCIDENT ONLY)'

means that, solely due to Accidental Injury, the Life Insured is:

- unable to work in His or Her own occupation at full capacity but working in a reduced capacity in any occupation;
- earning a monthly income which is less than His or Her Pre-disablement Income; and
- under the regular care of, and following the advice of, a Medical Practitioner.

The Life Insured is 'Partially Disabled (Income Protection Accident Only)' if the Life Insured satisfies the definition of Partial Disablement (Income Protection Accident Only).

## 'PARTIAL DISABLEMENT – INCOME PROTECTION CAPABILITY CLAUSE'

Partial Disablement Benefit Amount (Agreed Value, Indemnity and Extended Indemnity) will be:

 $(A - B)/A \times C$ 

#### where

A = Pre-disablement Income (Agreed Value) or Pre-disablement Income (Indemnity) or Pre-disablement Income (Extended Indemnity),

B = Monthly income while partially disabled; and

C = Insured Monthly Benefit

If the Life Insured's monthly income while partially disabled is negative, We will treat it as zero.

If there is a delay between the time the Life Insured generated the monthly income and when the Life Insured actually received it, We will deem the income to have been received in the month in which it was actually generated and this income will form the basis of our calculation of 'B'.

If the Life Insured is partially disabled and is not working to the extent of His/Her capability as a result of causes other than Injury or Sickness and this situation continues for at least 2 months,

then 'B' will be calculated based on what the Life Insured could reasonably be expected to earn if He/She were working to the extent of His/Her capability.

In determining what the Life Insured could reasonably be expected to earn if He/She were working to the extent of His/Her capability, We will take into account available medical evidence (including the opinion of the Life Insured's Medical Practitioner) and any other relevant considerations directly related to the Life Insured's medical condition (including information provided by the Life Insured).

If We are making monthly benefit payments and intend to adjust future payments due to a change in how We calculate 'B', We will notify You 30 days prior to this taking place.

If the Life Insured is unable to perform the important incomeproducing duties of His/Her usual occupation for more than 10 hours per week then We will not change how We calculate 'B'.

The amount of benefit payable will be adjusted for any claim offsets (see condition 5.1.11).

If the Life Insured is earning 25% or less of Pre-disablement Income (Agreed Value), Pre-disablement Income (Indemnity) or Pre-disablement Income (Extended Indemnity) during any of the first three months immediately after the end of the Waiting Period, We will pay the total disablement benefit for that month.

#### 'PARTIAL DISABLEMENT - Multi Definition'

(Applicable only if the Advantage Optional or PLUS Optional benefit is selected)

If the Life Insured is employed, or has been unemployed or on maternity or paternity leave for less than 12 consecutive months immediately before His or Her disablement started, We will consider the Life Insured to be partially disabled if, solely due to sickness or injury:

 the Life Insured is working for more than 10 hours per week in His or Her usual occupation, or a gainful occupation or is able to work in His or Her usual occupation or a gainful occupation;

- the Life Insured's monthly income is more than 20% of the Life Insured's Pre-disablement Income but less than the Life Insured's Pre-disablement Income;
- the Life Insured is working in a reduced capacity in the Life Insured's usual occupation or a gainful occupation;
- the Life Insured is not totally disabled; and
- the Life Insured is under the regular care of, and following the advice of, a Medical Practitioner.

If the Life Insured has been unemployed or on maternity or paternity leave for 12 consecutive months or longer immediately before His or Her disablement started, We will treat the Life Insured's usual occupation as being 'any occupation for which the Life Insured is reasonably suited by education training or experience'.

Note: If the Advantage Optional benefit or the PLUS Optional benefit is selected, this Partial Disablement – Multi Definition will be applicable to the Business Expenses benefit when taken as a Rider Benefit under the Income Protection Plan or as a stand alone benefit, and to the Incorporated Business Expenses benefit when taken as a stand alone benefit.

PERMANENT PART-TIME EMPLOYEE' in respect of the Total and Permanent Disablement, Total and Permanent Disablement Stand Alone and Double Total and Permanent Disablement, Accidental Total and Permanent Disablement and Accidental Total and Permanent Disablement Stand Alone benefits under the Life Cover benefit, means a person who is employed to undertake identifiable duties for at least three days a week for a minimum of 15 hours per week, for 48 weeks per year (excluding public holidays) and is paid sick and holiday leave entitlements.

'PERMANENT PART-TIME EMPLOYEE' in respect of the Income Protection, Income Protection Accident Only, Business Expenses and Incorporated Business Expenses benefits, means a person who is employed to undertake identifiable duties for at least three days a week for a minimum of 20 hours per week, for 48 weeks per year (excluding public holidays) and is paid sick and holiday leave entitlements. People who are self-employed are not eligible to be considered as a Permanent Part-time Employee.

**'PNEUMONECTOMY**' means undergoing a surgical procedure in which an entire lung is removed due to underlying lung disease or disorder.

#### 'POLICY' means:

- this policy document;
- the Policy Schedule, including any endorsements and conditions specified in or attached to that schedule;
- the application for the Policy, including any declaration and statements relating to the Policy in that application; and these documents constitute the entire agreement between AIA Australia and the Policy Owner in respect of the Policy.

Any variation of the Policy must be evidenced in writing bearing the signature of one of Our authorised officials.

**POLICY ANNIVERSARY**' means an anniversary of the due date of the first premium shown on the Policy Schedule.

'POLICY COMMENCEMENT DATE' means the date when cover under this Policy commences as specified in the Policy Schedule.

'PRE-DISABLEMENT INCOME (AGREED VALUE)' is the Life Insured's highest average monthly income for any financial year since the date two years before the commencement date of the Income Protection benefit up until the commencement of disablement.

During disablement the Pre-disablement Income (Agreed Value) amount will be increased every 12 months, following the date of disablement, by the Consumer Price Index Increase (CPI Increase).

'PRE-DISABLEMENT INCOME (EXTENDED INDEMNITY)', is the life insured's highest average monthly income for any consecutive 12 months over the three years prior to disablement.

During disablement the Pre-disablement Income (Extended Indemnity) amount will be increased every 12 months, following the date of disablement, by the Consumer Price Index Increase (CPI Increase).

'PRE-DISABLEMENT INCOME (INDEMNITY)' is the greater of the Life Insured's average monthly Income for:

- the 12 consecutive months preceding the commencement of disablement: and
- the latest financial year preceding the commencement of disablement.

During disablement the Pre-disablement Income (Indemnity) amount will be increased every 12 months, following the date of disablement, by the Consumer Price Index Increase (CPI Increase).

'PRE-EXISTING CONDITION' means, in relation to a claim under an insurance benefit that You or the Life Insured have not disclosed the full details of to Us:

- a) the health condition was diagnosed or investigated; or
- b) symptoms leading to a diagnosis first appeared; or
- an event giving rise to the claim (e.g. Crisis Event, Accidental Injury, death etc.);

occurred prior to the effective date of the commencement or the effective date of any increase or reinstatement of the insurance benefit, or the effective date of any improvement in the insurance benefit, as appropriate. This includes circumstances or symptoms which the Life Insured or You (or a reasonable person in the same position) was aware of, or should have been aware of, including the need to consult a medical practitioner or other health professional.

'PRE-NEEDLESTICK INJURY INCOME (AGREED VALUE)' is the Life Insured's highest average monthly income for any financial year since the date two years before the commencement date of the Needlestick Injury benefit up until the Date of Loss (Needlestick).

Whilst the Needlestick Injury benefit is being paid, the Pre-Needlestick Injury Income (Agreed Value) amount will be increased every 12 months, following the date of commencement of claim payments for the Needlestick Injury benefit, by the Consumer Price Index Increase (CPI Increase).

#### 'PRE-NEEDLESTICK INJURY INCOME (EXTENDED INDEMNITY)'

is the greater of the Life Insured's average monthly Income:

- for the 12 consecutive months preceding the Date of Loss (Needlestick); and
- for the latest financial year preceding the Date of Loss (Needlestick).

Whilst the Needlestick Injury benefit is being paid, the Pre-Needlestick Injury (Extended Indemnity) amount will be increased every 12 months, following the date of commencement of claim payments for the Needlestick Injury benefit, by the Consumer Price Index Increase (CPI Increase).

'PRE-NEEDLESTICK INJURY INCOME (INDEMNITY)' is the greater of the Life Insured's average monthly Income:

- for the 12 consecutive months preceding the Date of Loss (Needlestick); and
- for the latest financial year preceding the Date of Loss (Needlestick).

Whilst the Needlestick Injury benefit is being paid, the Pre-Needlestick Injury (Indemnity) amount will be increased every 12 months, following the date of commencement of claim payments for the Needlestick Injury benefit, by the Consumer Price Index Increase (CPI Increase).

'PULMONARY ARTERIAL HYPERTENSION (PRIMARY)' means primary pulmonary hypertension associated with right ventricular enlargement established by cardiac catheterisation, resulting in significant irreversible physical impairment of at least Class III of the New York Heart Association classification of cardiac impairment.

Pulmonary Hypertension in association with chronic lung disease is specifically excluded.

Other forms of hypertension (involving increased blood pressure) are specifically excluded.

The New York Heart Association classifications are:

Class I – no limitation of physical activity, no symptoms with ordinary physical activity.

Class II – slight limitation of physical activity, symptoms occur with ordinary physical activity.

Class III – marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.

Class IV – symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

'QUADRIPLEGIA' means the total and permanent loss of function of the lower and upper limbs due to spinal cord injury or disease, or brain injury or disease.

'RHEUMATOID ARTHRITIS' means the unequivocal diagnosis of rheumatoid arthritis by a rheumatologist that meets qualification for treatment by biological agents under PBS^ requirements after treatment with conventional disease-modifying anti rheumatic drugs (DMARDs) having failed.

Rheumatoid Arthritis is covered by this Policy for which We will pay 25% of the relevant Sum Insured up to a maximum of \$25,000.

'RIDER BENEFIT' refers to any optional benefit that can be added to another benefit.

'SEVERE DIABETES' means Diabetes Mellitus, either insulin or non-insulin dependent, as certified by a consultant Endocrinologist and resulting in at least two of the following criteria:

- severe diabetic retinopathy resulting in visual acuity (uncorrected and corrected) of 6/36 or worse in both eyes despite treatment;
- diabetic gangrene resulting in the need for surgical amputation and Loss of Digit\*;
- severe diabetic nephropathy causing chronic irreversible renal impairment as measured by a corrected creatinine clearance less than 28ml/min (CKD stage 4, International Chronic Kidney Disease classification);
- Neuropathy including:
  - irreversible autonomic neuropathy resulting in postural hypotension, and/or motility problems in the gut with intractable diarrhoea.
  - Polyneuropathy leading to significant mobility problems due to sensory and/or motor deficits.
- \*'Loss of Digit' means the surgical removal of a finger or toe from the hand or foot at the proximal interphalangeal joint.

'SEVERE RHEUMATOID ARTHRITIS' means the unequivocal diagnosis of rheumatoid arthritis by a rheumatologist that meets qualification for treatment by biological agents under PBS' requirements after treatment with conventional disease-modifying anti rheumatic drugs (DMARDs) having failed and has failed to respond to treatment with a biological DMARD.

**SICKNESS**' means illness or disease which Manifests itself after the Policy is in force and which results in total or partial disablement.

#### 'SPOUSE' means:

- a person to whom the Life Insured is legally married; or
- a person (whether of the same or a different sex) who, although not legally married to the Life Insured, lives with the Life Insured on a genuine domestic basis in a relationship as a couple (de facto); or
- a person (whether of the same or a different sex) with whom the Life Insured is in a relationship that is registered under a relevant law of an Australian state or territory.

**'STROKE**' means an acute neurological event caused by a cerebral or subarachnoid haemorrhage, cerebral embolism or cerebral thrombosis, where the following conditions are met:

- There is an acute onset of objective and ongoing neurological signs that last more than 24 hours, and
- Findings on magnetic resonance imaging, computerised tomography, or other reliable imaging techniques, demonstrate a lesion consistent with the acute haemorrhage, embolism or thrombosis.

#### Excluded:

- Brain damage due to an accident, infection or hypoxia;
- Transient Ischaemic Attack;
- Non-vasculitic inflammatory disease;
- Vascular disease affecting the eye, optic nerve or vestibular functions only.

**SUM INSURED** for a benefit means the sum insured for that benefit stated on the Policy Schedule adjusted by any benefit alterations the Policy Owner has effected, or which have been imposed by Us and notified to the Policy Owner.

**SURGERY TO AORTA**' means surgical repair to the aorta to correct any narrowing, dissection or aneurysm of the thoracic or abdominal aorta but does not include angioplasty or non-surgical techniques.

'TERMINAL ILLNESS' means the diagnosis of the Life Insured with an illness which in the opinion of an appropriate specialist Medical Practitioner, is likely to result in the death of the Life Insured within 24 months of the diagnosis regardless of any treatment that may be undertaken.

'TERTIARY EDUCATION' in respect of a person, means that person's education through an accredited university or a Technical and Further Education institution except where such education is in connection with that person's enlistment, training or service in the armed forces of any country.

#### 'TOTAL AND PERMANENT DISABLEMENT (ALL DUTIES)' means that:

- a) the Life Insured has suffered the total and irrecoverable loss of the:
  - sight of both eyes;
  - use of two limbs; or
  - sight of one eye and use of one limb;

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- the Life Insured, where engaged in any business, profession or occupation, whether as an employee or otherwise, immediately prior to the Injury or Sickness causing disablement:
  - has been absent from employment solely as a result of Injury or Sickness for an uninterrupted period of at least six consecutive months; and
  - is attending a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the Injury or Sickness; and
  - at the end of the period of six months, after consideration of all the medical evidence and such other evidence as We may require, has become in Our opinion incapacitated to such an extent as to render the Life Insured unable to perform all of the tasks of His/or Her occupation and any other occupation.

The Life Insured is 'Totally and Permanently Disabled (All Duties)' if the Life Insured satisfies the definition of Total and Permanent Disablement (All Duties).

## 'TOTAL AND PERMANENT DISABLEMENT (ANY OCCUPATION)' means that:

- a) the Life Insured has suffered the total and irrecoverable loss of the:
  - sight of both eyes;
  - use of two limbs; or
  - sight of one eye and use of one limb;

or

- b) the Life Insured:
  - has been absent from employment solely as a result of Injury or Sickness for an uninterrupted period of at least three consecutive months; and
  - is attending a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the Injury or Sickness; and
  - at the end of the period of three months, after consideration of all the medical evidence and such other evidence as we

<sup>^</sup> Pharmaceutical Benefits Scheme – Rheumatoid Arthritis Initial PBS authority application

may require, has become in our opinion incapacitated to such an extent as to render the Life Insured unlikely ever to engage in any business, profession or occupation for which the Life Insured is reasonably suited by education, training or experience;

or

c) the Life Insured has suffered Loss of Independence.

The Life Insured is 'Totally and Permanently Disabled (Any Occupation)' if the Life Insured satisfies the definition of Total and Permanent Disablement (Any Occupation).

The Life Insured will be deemed to be on 'Home Duties' if wholly engaged in full-time domestic duties in His or Her own residence.

If the Life Insured is on Home Duties at the time of application and again at the time of claim, the Life Insured will be assessed against the Total and Permanent Disablement (Home Duties) definition.

## 'TOTAL AND PERMANENT DISABLEMENT (HOME DUTIES)' means that:

- (a) the Life Insured has suffered the total and irrecoverable loss of the:
  - sight of both eyes;
  - use of two limbs; or
  - sight of one eye and use of one limb;

or

- (b) the Life Insured, where wholly engaged in Full-Time Unpaid Domestic Duties in His or Her own residence:
  - has been unable to perform all Normal Domestic Duties and engage in any employment for an uninterrupted period of at least three consecutive months solely as a result of Injury or Sickness; and
  - is attending a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the Injury or Sickness; and
  - at the end of the period of three months, after consideration
    of all the medical evidence and such other evidence as we
    may require, has become in our opinion incapacitated to such
    an extent as to render him or her likely to require indefinite
    ongoing medical care and unable ever to perform all Normal
    Domestic Duties and engage in any form of employment;

or

(c) the Life Insured has suffered Loss of Independence.

The Life Insured is 'Totally and Permanently Disabled (Home Duties)' if the Life Insured satisfies the definition of Total and Permanent Disablement (Home Duties).

## 'TOTAL AND PERMANENT DISABLEMENT (OWN OCCUPATION)' means that:

- a) the Life Insured has suffered the total and irrecoverable loss of the:
  - sight of both eyes;
  - use of two limbs; or
  - sight of one eye and use of one limb;

or

- b) the Life Insured:
  - has been absent from their own occupation solely as a result of Injury or Sickness for an uninterrupted period of at least three consecutive months; and
  - is attending a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the Injury or Sickness; and
  - at the end of the period of three months, after consideration
    of all the medical evidence and such other evidence as We
    may require, has become in Our opinion incapacitated to such
    an extent as to render Him or Her unlikely ever to engage in
    His or Her own occupation;

or

c) the Life Insured has suffered Loss of Independence.

The Life Insured is 'Totally and Permanently Disabled (Own Occupation)' if the Life Insured satisfies the definition of Total and Permanent Disablement (Own Occupation).

'TOTAL AND PERMANENT DISABLEMENT (UNIVERSAL)' means solely as a result of Injury or Sickness, the Life Insured has suffered Loss of Independence. The Life Insured is 'Totally and Permanently Disabled (Universal)' if the Life Insured satisfies the definition of Total and Permanent Disablement (Universal).

**TOTAL DISABLEMENT (BUSINESS EXPENSES)** means that, solely as a result of Injury or Sickness, the Life Insured is:

- unable to perform one or more duties of His or Her occupation, that is important or essential in producing income;
- under the regular care of, and following the advice of, a Medical Practitioner; and
- not working (whether paid or unpaid).

The Life Insured is 'Totally Disabled (Business Expenses)' if the Life Insured satisfies the definition of Total Disablement (Business Expenses).

**TOTAL DISABLEMENT (INCOME PROTECTION)**' means that, solely as a result of Injury or Sickness, the Life Insured is:

- unable to perform one or more duties of His or Her occupation, that is important or essential in producing income; and
- under the regular care of, and following the advice of, a Medical Practitioner; and
- not working (whether paid or unpaid).

However, if the Life Insured has been unemployed or on maternity or paternity leave for more than 12 consecutive months immediately preceding the occurrence of an event giving rise to a claim, then Total Disablement (Income Protection) means that, solely as a result of Injury or Sickness, the Life Insured is:

- unable to perform any occupation for which the Life Insured is reasonably suited by education, training or experience; and
- under the regular care of, and following the advice of, a Medical Practitioner; and
- not working (whether paid or unpaid).

If the Life Insured is on sabbatical leave it will not be considered as unemployment. Sabbatical leave must be for the purpose of research and cannot exceed 12 months or the sabbatical period specified in the Award covering the Life Insured, whichever is the shorter period.

The Life Insured is 'Totally Disabled (Income Protection)' if the Life Insured satisfies the definition of Total Disablement (Income Protection)

#### 'TOTAL DISABLEMENT (INCOME PROTECTION ACCIDENT ONLY)'

means that, solely as a result of Accidental Injury, the Life Insured is:

- unable to perform one or more duties of His or Her occupation, that is important or essential in producing income; and
- under the regular care of, and following the advice of, a Medical Practitioner; and
- · not working (whether paid or unpaid).

However, if the Life Insured has been unemployed or on maternity or paternity leave for more than 12 consecutive months immediately preceding the occurrence of an event giving rise to a claim, then Total Disablement (Income Protection Accident Only) means that, solely as a result of Accidental 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 the regular care of, and following the advice of, a Medical Practitioner; and
- not working (whether paid or unpaid).

If the Life Insured is on sabbatical leave it will not be considered as unemployment. Sabbatical leave must be for the purpose of research and cannot exceed 12 months or the sabbatical period specified in the Award covering the Life Insured, whichever is the shorter period.

The Life Insured is 'Totally Disabled (Income Protection Accident Only)' if the Life Insured satisfies the definition of Total Disablement (Income Protection Accident Only).

# 'TOTAL DISABLEMENT (INCOME PROTECTION ACCIDENT ONLY – OCCUPATION E)' means that, solely as a result of Accidental Injury, the Life Insured is:

- unable to perform all of the duties of His or Her occupation and any other occupation;
- under the regular care of, and following the advice of, a Medical Practitioner; and
- not working (whether paid or unpaid).

However, if the Life Insured has been unemployed or on maternity or paternity leave for more than 12 consecutive months immediately preceding the occurrence of an event giving rise to a claim, then Total Disablement (Income Protection Accident Only – Occupation E) means that, solely as a result of Accidental Injury, the Life Insured is:

- unable to perform any occupation;
- under the regular care of, and following the advice of, a Medical Practitioner; and
- not working (whether paid or unpaid).

The Life Insured is 'Totally Disabled (Income Protection Accident Only – Occupation E)' if the Life Insured satisfies the definition of Total Disablement (Income Protection Accident Only – Occupation E).

#### 'TOTAL DISABLEMENT (INCOME PROTECTION - OCCUPATION E)'

means that, solely as a result of Injury or Sickness, the Life Insured is:

- unable to perform all of the duties of His or Her occupation and any other occupation; and
- under the regular care of, and following the advice of, a Medical Practitioner; and
- not working (whether paid or unpaid).

However, if the Life Insured has been unemployed or on maternity or paternity leave for more than 12 consecutive months immediately preceding the occurrence of an event giving rise to a claim, then Total Disablement (Income Protection – Occupation E) means that, solely as a result of Injury or Sickness, the Life Insured is:

- unable to perform any occupation;
- under the regular care of, and following the advice of, a Medical Practitioner; and
- not working (whether paid or unpaid).

The Life Insured is 'Totally Disabled (Income Protection – Occupation E)' if the Life Insured satisfies the definition of Total Disablement (Income Protection – Occupation E).

#### **TOTAL DISABLEMENT (INCOME PROTECTION ESSENTIALS -**

**EMPLOYEES)**' means that, solely due to Injury or Sickness, the Life Insured has suffered Income Protection Loss of Independence.

The Life Insured is 'Totally Disabled (Income Protection Essentials – Employees)' if the Life Insured satisfies the definition of Income Protection Loss of Independence.

# 'TOTAL DISABLEMENT (INCOME PROTECTION ESSENTIALS – HOME DUTIES)' means that, solely due to Injury or Sickness, the Life Insured is:

- unable to perform 3 out of 5 of the Normal Domestic Duties specially included in the definition of Normal Domestic Duties;
- under the regular care of, and following the advice of, a Medical Practitioner; and
- not working (whether paid or unpaid).

The Life Insured is 'Totally Disabled (Income Protection Essentials – Home Duties)' if the Life Insured satisfies the definition of Total Disablement (Income Protection Essentials – Home Duties Homemakers).

#### 'TOTAL DISABLEMENT - MULTI DEFINITION'

- a) If the Life Insured is employed, or has been unemployed or on maternity or paternity leave for less than 12 consecutive months immediately before His or Her disablement started, We will consider the Life Insured to be totally disabled if, solely as a result of Injury or Sickness, the Life Insured is:
  - unable to perform the important income producing duties of His or Her usual occupation for more than 10 hours per week; and
  - not working more than 10 hours per week in His or Her usual occupation or any gainful occupation, and
  - under the regular care of, and following the advice of, a Medical Practitioner.

However, if the Life Insured has been unemployed or on maternity or paternity leave for more than 12 consecutive months immediately before His or Her disablement started, We will consider the Life Insured to be totally disabled if, solely as a result of Injury or Sickness, the Life Insured is:

- unable to perform the important income producing duties of any occupation for which He or She is reasonably suited by education, training or experience for more than 10 hours per week: and
- not working more than 10 hours per week in any gainful occupation, and
- under the regular care of, and following the advice of, a Medical Practitioner.

Working hours for this benefit will equate to 25 hours per week.

Or.

- b) We will consider the Life Insured to be totally disabled if, solely as a result of Injury or Sickness, the Life Insured is:
  - unable to perform one or more duties of His or Her usual occupation, that is important or essential in producing income; and
  - under the regular care of, and following the advice of, a Medical Practitioner; and
  - not working (whether paid or unpaid).

Or,

- c) We will consider the Life Insured to be totally disabled if, solely as a result of Injury or Sickness, the Life Insured is:
  - unable to perform one or more duties of His or Her usual occupation, that is important or essential in producing income; and
  - under the regular care of, and following the advice of, a Medical Practitioner; and
  - earning 20% or less of His or Her Pre-disablement Income in His or Her usual occupation or any gainful occupation.

However if the Life Insured has been unemployed or on maternity or paternity leave for more than 12 consecutive months immediately preceding the occurrence of an event giving rise to a claim, then Total Disablement (Income Protection) means that solely as a result of Injury or Sickness, the Life Insured is:

- unable to perform any occupation for which He or She is reasonably suited by education, training or experience; and
- under the regular care of, and following the advice of, a Medical Practitioner; and
- earning 20% or less of His or Her Pre-disablement Income in any occupation for which He or She is reasonably suited by education, training or experience.

If the Life Insured is on sabbatical leave it will not be considered as unemployment. Sabbatical leave must be for the purpose of research and cannot exceed 12 months or the sabbatical period specified in the Award covering the Life Insured, whichever is the shorter period.

Note: If the Advantage Optional benefit or the PLUS Optional benefit is selected, this Total Disablement – Multi Definition will be applicable to the Business Expenses benefit when taken as an optional benefit under the Income Protection Plan or as a stand alone benefit, and to the Incorporated Business Expenses benefit when taken as a stand alone benefit.

**VIRAL ENCEPHALITIS**' means severe inflammation of the brain (cerebral hemisphere, brainstem or cerebellum) caused by viral infection resulting in the Life Insured either:

- being totally and permanently unable to perform any one of the Activities of Daily Living; or
- suffering at least a 25% impairment of whole person function, attributable to the above condition, as defined in *Guides to the* Evaluation of Permanent Impairment 5th edition, American Medical Association.

Diagnosis must be confirmed by a consultant neurologist.

**WAITING PERIOD**' is stated on the Policy Schedule and means the number of days at the beginning of a period of disablement during which no total or partial disablement benefit is payable.

The Waiting Period begins on the earlier to occur of the date:

- the Life Insured first consults a Medical Practitioner about the condition that is causing the disablement; and
- the Life Insured first ceases work due to the condition that is causing the disablement as long as it is not more than seven days before the Life Insured first consults a Medical Practitioner about the condition and provides reasonable medical evidence about when the disablement began.

The Life Insured can return to work at any time during the Waiting Period, without the Waiting Period recommencing, subject to the following criteria being satisfied.

Occumation	Waiting Period		
Occupation Category	14 days, 30 days, 60 days or 90 days	1 year or 2 years	
AAA, AA, A	Be Totally Disabled or Partially Disabled for the duration of the Waiting Period.	<ul> <li>Be Totally Disabled or Partially Disabled for the duration of the Waiting Period; and</li> <li>Any return to Full-Time Employment was for 10 or less consecutive days.</li> </ul>	
B, C, CT, D and E	<ul> <li>Be Totally Disabled for seven out of 12 consecutive days during the Waiting Period; and</li> <li>Be Totally Disabled or Partially Disabled for the balance of the Waiting Period.</li> </ul>	<ul> <li>Be Totally Disabled for seven out of 12 consecutive days during the Waiting Period;</li> <li>Be Totally Disabled or Partially Disabled for the balance of the Waiting Period; and</li> <li>Any return to Full-Time Employment was for 10 or less consecutive days.</li> </ul>	

#### Note: group salary continuance

#### Where:

- the Waiting Period under Your Policy is 2 years, as stated on the Policy Schedule; and
- the Life Insured is insured by Us under a current group salary continuance with a 2 year benefit period; and
- the Life Insured returns to work on a full time basis following payment of a disablement benefit under the group salary continuance policy and the same or related disablement recurs within 12 months of returning to work;

then the Waiting Period under Your Policy in respect of the recurring disablement will not recommence.

If the Life Insured returns to work for more than 12 months, then the Waiting Period applicable to the Life Insured in respect of recurring disablement will restart from the day after the last day worked.

In relation to the Carer's Allowance benefit, the Waiting Period is the number of days from the date the insured Child is confined to or near a bed at home or in a hospital in respect of which no Carer's Allowance benefit is payable.

**WAITING PERIOD (NEEDLESTICK)**' is the Waiting Period for the Income Protection benefit stated on the Policy Schedule and means the number of days at the beginning of a Needlestick Injury benefit claim in respect of which no Needlestick Injury benefit is payable (applicable to Occupational Category AA only).

The Waiting Period begins at the Date of Loss (Needlestick).

## **Memorandum of Transfer**

(For use only when transferring this policy of insurance for the Life Insured to another individual or entity as owner. as permitted under law)

(1 of use only when transfer	Ting this policy of insurance	ior the Life misured to anoth	er marviadat or entity as own	ren. as permitted under taw)
DATE OF TRANSFER				
SIGNATURE OF TRANSFEROR (Current Policy Owner)				
WITNESS				
TRANSFEREE'S FULL NAME (New Policy Owner)				
TRANSFEREE'S ADDRESS (New Policy Owner)				
TRANSFEREE'S OCCUPATION (New Policy Owner)				
SIGNATURE OF TRANSFEREE (New Policy Owner)				
WITNESS				
DATE OF REGISTRATION OF TRANSFER BY COMPANY				
SIGNATURE OF PRINCIPAL OFFICER OF COMPANY OR AUTHORISED PERSON				

#### **AIA Australia**

509 St Kilda Road Melbourne VIC 3004

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