

# Income Care Plus

## Business Overheads Cover

Policy Document

This document is an agreement between you and  
The Colonial Mutual Life Assurance Society Limited  
ABN 12 004 021 809 AFSL 235035 (CMLA).

This document is issued by The Colonial Mutual Life  
Assurance Society Limited, Level 12, 52 Martin Place,  
Sydney NSW 2000.

**Important information**

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

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

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# Some information about this Policy

## Overview

The Income Care Plus Policy is designed to replace a proportion of your income if you suffer a Sickness or Injury and cannot work, subject to the conditions of this Policy. It also provides a variety of additional benefits to give you added protection.

Business Overheads Cover will help pay the expenses of running your business if you are unable to work because of your Sickness or Injury. It can be added to Income Care Plus or purchased on its own.

## Worldwide cover

This Policy provides cover 24 hours a day anywhere in the world.

## Premiums

The cost of cover will depend on your age, health, gender, occupation, whether or not you smoke and any sporting or recreational activities in which you may participate and the combination of Waiting Period, Benefit Period, Cover Expiry Date, Monthly Benefit and options selected. Stamp duty and any other loadings applied to the Policy will also affect the cost of cover. Premiums are payable annually in advance and can also be paid in monthly, quarterly or half-yearly instalments by a method approved by us.

This Policy does not acquire a surrender or cash-in value at any point but the Cash Back Option may apply (see page 19).

## Upgrade provision

Future versions of this product may be introduced. If this happens, all policies in a group will be upgraded to include the improved terms and conditions within a reasonable time frame (generally on the next Policy Anniversary Date), but only if no policy in that group will be disadvantaged. Improved terms and conditions may not apply in respect of any pre-existing conditions at the time the improvement took place.

# Policy conditions

## 1. Interpreting this Policy Document

### **This Policy is a contract**

This Policy is a contract that consists of:

- the application form in which you applied for this Policy
- any other documents which you have signed for the purposes of this Policy
- the Policy conditions in this document
- the latest Policy Schedule we have issued for this Policy, and
- any document we have issued which records an authorised variation of this Policy.

### **Confirmation of Electronic Application and Personal Statement**

If you applied for this Policy electronically via our online application facility, this Policy terminates at midnight on the Termination Date unless:

- we receive, on or before the Termination Date, a Confirmation of Electronic Application and Personal Statement ('the Confirmation') in respect of your application for this Policy, and
- the Confirmation received by us is in the oral or written form, and provided by you and such other person or persons, required by us

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

### **Cancellation of an existing policy**

If the 'Special Provisions' section of your Policy Schedule indicates that this Policy is to replace existing cover that insures the Life Insured, your cover under this Policy is conditional on that existing cover being cancelled before the occurrence of an insured event under the existing cover. Until this cancellation occurs, you will not be covered under this Policy despite any provision in it to the contrary. If your cover under this Policy exceeds the existing cover to be replaced, this condition will not apply to the cover under this Policy to the extent that it exceeds the existing cover.

### **Changes in the law**

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

- it becomes impossible or impractical to carry out our obligations under the Policy
- the basis of taxation of CMLA or this Policy is changed
- government levies relating to CMLA or this Policy are imposed or changed, or
- the provisions of the Policy would otherwise become inconsistent with the law.

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

that replaces it).

### **Cooling-off period**

From the date we issue this Policy, you have 28 days to check that it meets your needs. This is known as the cooling-off period. Within this time you may cancel the Policy and receive a full refund of any premiums (and charges) paid.

If you wish to cancel, we ask that you put your request in writing and send it to us with this Policy Document and your Policy Schedule.

### **Guaranteed renewable**

We cannot cancel this Policy, increase the premium rates for this Policy or place any further restrictions on the cover presently provided by this Policy as a result of:

- the number of claims made under this Policy, or
- any change in your state of health, occupation or pastimes.

### **Legal interpretation**

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

### **Notices**

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

### **Policy Schedule**

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

### **References**

In this Policy Document, a reference to 'you' or 'your' is a reference to the person whose name appears in the Policy Schedule as the Life Insured. Where the context permits, it also includes the person whose name appears in the Policy Schedule as the Policy Owner. However, in the context of any payment we make to you, or any changes you request or rights you exercise regarding the Policy, 'you' and 'your' only refers to the Policy Owner.

### **Superannuation policies**

This Policy cannot be held subject to the trusts of a superannuation fund.

# Policy conditions

## 2. Important definitions

### Age at Permanent Disablement

The number of years the Life Insured will reach on his or her next birthday after the Permanent Disablement Benefit first becomes payable in respect of the Life Insured.

### Agreed Value Policy

You have an 'Agreed Value Policy' for the purposes of the terms and conditions of this Policy if the Monthly Benefit shown on your Policy Schedule appears as 'Agreed Value'.

### Annualised Monthly Benefit

The Annualised Monthly Benefit is the amount calculated as follows:

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

where 'A' is the total of the following amounts:

- the amount shown as the Monthly Benefit in your Policy Schedule, as increased or decreased in accordance with the conditions of this Policy.
- the amount, if any, shown as the Super Continuance Monthly Benefit in your Policy Schedule, as increased or decreased in accordance with the conditions of this Policy.

'B' is the amount by which the Disability Benefit, which would have been payable to you had you not elected to receive the Permanent Disablement Benefit, would have been reduced under condition 8.1.

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

### Approved Rehabilitation Program

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

### Benefit Period

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

### Business

This is the business or professional practice specified in the application form in which you applied for this Policy and is the business or practice to which Business Overheads Cover relates.

### Business Overheads Monthly Benefit

If you have the optional Business Overheads Cover, this is the maximum total monthly expenses of the Business which we have to reimburse to you and is the amount shown in your Policy Schedule.

### Cover Expiry Date

The Cover Expiry Date for a Life Insured is shown in the Policy Schedule.

### Date Insured From

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

### Day One Condition

A condition which is Cardiomyopathy, Primary Pulmonary Hypertension, Major Head Trauma, Motor Neurone Disease, Multiple Sclerosis, Muscular Dystrophy, Paraplegia, Quadriplegia, Hemiplegia, Diplegia, Tetraplegia, Dementia and Alzheimer's Disease, Parkinson's Disease, Blindness, Loss of Speech, Loss of Hearing, Chronic Lung Disease or Severe Rheumatoid Arthritis (as these conditions are defined in condition 9)

### Disability and Disabled

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

### Extended Cover Expiry Date

This is the Policy Anniversary Date immediately before your 70th birthday.

### Guaranteed Agreed Value Policy

You have a 'Guaranteed Agreed Value Policy' for the purposes of the terms and conditions of this Policy if the Monthly Benefit shown on your Policy Schedule appears as 'Guaranteed Agreed Value'.

### Home Care Needs

This includes cooking, cleaning, shopping, banking and similar needs, but does not include the provision of nursing or similar services.

### Immediate Family Member

An Immediate Family Member includes a spouse, de facto spouse, parent, parent-in-law, sibling and a child.

### Income Producing Duty

An Income Producing Duty is a duty of your occupation which we consider primarily essential to producing your Monthly Income.

### Indemnity Policy

You have an 'Indemnity Policy' for the purposes of the terms and conditions of this Policy if the Monthly Benefit shown on your Policy Schedule appears as 'Indemnity'.

### Indexation Factor

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

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

Where the Indexation Factor is applied to Automatic Indexation (see page 9), it is the last change that occurred three months before the Policy Anniversary Date.

### **Injury**

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

### **Life Insured**

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

### **Medical Practitioner**

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

### **Monthly Benefit**

#### *Guaranteed Agreed Value*

If you have a Guaranteed Agreed Value Policy, the Monthly Benefit is the amount shown in your Policy Schedule as increased or decreased in accordance with the conditions of this Policy.

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

#### *Agreed Value or Indemnity*

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

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

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

### **Monthly Income**

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

For the purpose of this definition, business expenses means business expenses which are necessarily and regularly incurred and are reasonably similar in amount and nature to

other expenses incurred in the last twelve months. If an expense exceeds another expense incurred in the last twelve months by more than 20%, then it will not be considered reasonably similar in amount to the other expense. If a business expense incurred in a month relates, or is referable, to a period of two or more months, then we will only treat the proportion of the business expense we consider appropriate as being incurred in that month. If a business expense relates, or is referable, to a twelve month period that expense must be reconciled against the relevant financial returns or statements recording that expense for the twelve month period and, if necessary, an adjustment of benefits paid by us under this Policy will be made between you and us to reflect the business expense actually incurred for a month. If there has been an overpayment of benefits by us, you must refund to us the overpayment. If there has been an underpayment of benefits by us, we must pay to you the shortfall.

If you are not self-employed, a working director or partner in a partnership, your Monthly Income is the total monthly value of remuneration paid by your employer including salary, fees, commission, bonuses, regular overtime and fringe benefits, excluding superannuation contributions. Where included, bonuses will be averaged over the preceding three years.

Despite the above:

- If you have the Super Continuance Option, Monthly Income will include 1/12th of the amount by which total superannuation contributions made for your benefit by you or your employer exceed 15% of your annual income or remuneration, as applicable and as described above, in the relevant twelve month period.
- If you do not have the Super Continuance Option and the words 'Monthly Income includes superannuation' appear in your Policy Schedule, Monthly Income will include 1/12th of the total superannuation contributions made by you for your benefit in the relevant twelve month period.

### **Occupation Group**

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

### **Partial Disability and Partially Disabled**

The words Partial Disability and Partially Disabled each mean that, because of Sickness or Injury, you are unable to work in your own occupation at full capacity and:

- you are not Totally Disabled and you are working in your own occupation in a reduced capacity, or working in another occupation
- your Monthly Income is less than your Pre-Disability Income, and
- you are following the advice of a Medical Practitioner.

## Policy conditions

If you become unemployed or go on leave without pay while a Partial Disability Benefit is payable, then Partial Disability and Partially Disabled means that, due to Sickness or Injury:

- you are not Totally Disabled and are only capable of working in your own occupation in a reduced capacity, or working in another occupation
- your Monthly Income would be less than your Pre-Disability Income, and
- you are following the advice of a Medical Practitioner.

### Permanent Disablement

Permanent Disablement means that:

- the Life Insured has:
  - been absent from active employment as a result of Sickness or Injury for a period of three consecutive months and, at the end of the three months, the Life Insured continues to be incapacitated to such an extent that he or she will be unlikely to ever again engage in the full-time gainful occupation he or she was engaged in immediately prior to Permanent Disablement and is under the regular treatment, and following the advice, of a Medical Practitioner, or
  - if the Life Insured has been engaged in full-time domestic duties or child rearing at the time of the Sickness or Injury that causes Permanent Disablement, the Life Insured has been, through Sickness or Injury, unable to perform domestic duties or child rearing and has been confined to the home for a period of three consecutive months and is under the regular treatment, and following the advice, of a Medical Practitioner and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life

or

- the Life Insured has suffered a Serious Medical Condition

or

- the Life Insured has suffered Loss of Limbs or Sight (as defined in condition 9)

or

- the Life Insured has suffered Loss of Independent Existence (as defined in condition 9).

Permanently Disabled has a corresponding meaning.

### Permanent Disablement Benefit

This benefit only applies where the words 'Permanent Disablement Cover Option' appear under the 'Additional Options' section of your Policy Schedule.

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

- \$3,000,000

- the amount which is  $A \times$  the Annualised Monthly Benefit, where 'A' is:
  - 15, if the Life Insured's Age at Permanent Disablement is less than 40
  - 13, if the Life Insured's Age at Permanent Disablement is 40 or more but less than 45
  - 11, if the Life Insured's Age at Permanent Disablement is 45 or more but less than 50
  - 9, if the Life Insured's Age at Permanent Disablement is 50 or more but less than 56
  - 65 minus Age at Permanent Disablement, if the Life Insured's Age at Permanent Disablement is 56 or more.

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

### Policy Anniversary Date

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

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

### Pre-Disability Income

*Agreed Value or Guaranteed Agreed Value*

If you have an Agreed Value Policy or Guaranteed Agreed Value Policy, your Pre-Disability Income is the larger of the following amounts:

- your highest average Monthly Income in any consecutive twelve month period in the three years immediately before your most recent period of Disability (or, where applicable, before the Injury or condition which resulted in the Specific Injuries Benefit, Crisis Benefit or Death Benefit becoming payable)
- the average Monthly Income you received during the twelve months before you applied for your present level of cover.

If you continue to receive benefits for more than twelve months, this figure will be increased by the Indexation Factor every twelve months on the anniversary of the date that benefits started. If there is an indexed increase, the most recent indexed amount will be the minimum Pre-Disability Income for future claims.

### *Indemnity*

If you have an Indemnity Policy, your Pre-Disability Income is the average Monthly Income you received during the twelve months immediately before your most recent period of Disability (or, where applicable, before the Injury or condition which resulted in the Specific Injuries Benefit, Crisis Benefit or Death Benefit becoming payable). If, however, you have been on employer-approved unpaid maternity leave, paternity leave or study leave at any time in the twelve months immediately before your most recent period of Disability (or, where applicable, before the Injury or condition which resulted in the Specific Injuries Benefit, Crisis Benefit or Death Benefit becoming payable), your Pre-Disability Income is the average Monthly Income you received during the twelve months

immediately before your leave commenced, which average Monthly Income will be reduced by us on a pro rata basis to allow for any reduction in hours worked on your return to work from leave relative to the hours you worked immediately before commencing leave.

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

#### **Premium Due Date**

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

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

#### **Serious Medical Condition**

Serious Medical Condition means the Life Insured:

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

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

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

#### **Sickness**

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

#### **Super Continuance Monthly Benefit**

This benefit only applies where the words 'Super Continuance Option' appear under the 'Additional Options' section of your Policy Schedule.

The Super Continuance Monthly Benefit is the lesser of the following amounts:

- the amount shown in your Policy Schedule as increased or decreased in accordance with the conditions of this Policy
- 1/12th of the amount of total superannuation contributions made for your benefit by you or your employer in the twelve months immediately before your most recent period of Disability (or, where applicable, before the Injury or condition which resulted in the Specific Injuries Benefit, Crisis Benefit or Death Benefit becoming payable).

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

#### **Total Disability and Totally Disabled**

The words Total Disability and Totally Disabled each mean that, because of Sickness or Injury, you are:

- unable to perform an Income Producing Duty of your occupation
- following the advice of a Medical Practitioner, and
- not working.

If:

- your Occupation Group appears as 'A' on your Policy Schedule
- you are an eligible commercial airline pilot or flight engineer within that Occupation Group, and
- you are aged 55 or more

then Total Disability and Totally Disabled means that because of Sickness or Injury you are:

- unable to perform any occupation for which you are reasonably suited by education, training or experience
- following the advice of a Medical Practitioner, and
- not working.

If you have been unemployed or on maternity, paternity or long service leave for twelve months or more immediately preceding a claim, then Total Disability and Totally Disabled means that, because of Sickness or Injury, you are:

- unable to perform any occupation for which you are reasonably suited by education, training or experience
- following the advice of a Medical Practitioner, and
- not working.

If you are on sabbatical leave, this will not be considered as unemployment.

The words Total Disability and Totally Disabled have a different meaning for the purpose of condition 5 of this Policy. For the definition of these words in the context of condition 5, see 'What is Total Disability?' on page 22.

#### **Waiting Period**

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

## Policy conditions

### *If your Occupation Group is 'A', 'G', 'C', 'L' or 'M'*

You must be Totally Disabled for at least 14 out of the first 19 consecutive days of the Waiting Period to qualify for a Total Disability Benefit, a Partial Disability Benefit or a Business Overheads Cover Benefit (if applicable).

Subject to the qualification set out below under Qualifying Period, the Waiting Period begins on the date:

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

### *If your Occupation Group is 'S', 'K', 'J' or 'P'*

You must be Partially Disabled or Totally Disabled for at least 14 out of the first 19 consecutive days of the Waiting Period to qualify for a Partial Disability Benefit, a Total Disability Benefit or a Business Overheads Cover Benefit (if applicable).

Subject to the qualification set out below under Qualifying Period, the Waiting Period begins on the date:

- that you first consult a Medical Practitioner about the condition that is causing the Total or Partial Disability, or
- when you first cease work, or work in a reduced capacity, due to the condition that is causing the Total or Partial Disability, as long as it is not more than seven days before you first consulted a Medical Practitioner about that condition and you provide reasonable medical evidence about when the Total or Partial Disability began.

### *For all Occupation Groups*

If your Waiting Period is one month or less, you can return to work at full capacity, but if you do so, the Waiting Period will be extended by the number of days worked. However, if you return to work at full capacity for more than five consecutive days, the Waiting Period will start again.

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

We will, at your request, waive the Waiting Period in respect of a claim for a Disability benefit (but not a Business Overheads Cover Benefit) if your Waiting Period is three months or less and the Sickness or Injury which causes your Disability is Loss of Limbs or Sight, Loss of Independent Existence or a Serious Medical Condition. However, we will only waive the Waiting Period under this condition once.

### *Qualifying Period*

If the Sickness or Injury from which you suffer is directly or indirectly related to pregnancy, childbirth or miscarriage (including post-natal depression), the Waiting Period will not begin any earlier than the last day of the Qualifying Period. For this purpose, the Qualifying Period is a three month period for which you have been continuously Totally Disabled or Partially Disabled from the relevant Sickness or Injury.

If you are not Totally Disabled or Partially Disabled from the relevant Sickness or Injury for the Qualifying Period, the Waiting Period will not begin and you will not be entitled to a benefit under this Policy for the Sickness or Injury.

## 3. Benefits

### 3.1 Total Disability Benefit

If you are Totally Disabled, we will pay the Total Disability Benefit, which is the sum of the Monthly Benefit and any Super Continuance Monthly Benefit.

The Total Disability Benefit is payable to you, but that part of the benefit which comprises any Super Continuance Monthly Benefit will be paid to a superannuation plan in accordance with condition 4.3 of this Policy.

#### *When does the benefit start?*

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

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

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

- you are no longer Totally Disabled
- you come to the end of the Benefit Period
- if the TTD Cover Option applies, you suffer Permanent Disablement
- if the Permanent Disablement Cover Option applies, you suffer Permanent Disablement and a Permanent Disablement Benefit becomes payable
- the termination of this Policy
- the Cover Expiry Date is reached, or
- your death.

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

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

### 3.2 Partial Disability Benefit

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

#### *When does the benefit start?*

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

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

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

- you are no longer Partially Disabled
- you come to the end of the Benefit Period
- if the TTD Cover Option applies, you suffer Permanent Disablement
- if the Permanent Disablement Cover Option applies, you suffer Permanent Disablement and a Permanent Disablement Benefit becomes payable

- where your Occupation Group is 'A', the date two years after the date your Partial Disability Benefit commenced
- the termination of this Policy
- the Cover Expiry Date is reached, or
- your death.

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

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

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

#### *What benefit will be paid?*

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

$$\frac{(A - B)}{A} \times (\text{Monthly Benefit} + \text{any Super Continuance Monthly Benefit})$$

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

If you become unemployed or go on leave without pay while a Partial Disability Benefit is payable, the maximum Partial Disability Benefit we will pay is 75% of the total of the Monthly Benefit and any Super Continuance Monthly Benefit.

The Partial Disability Benefit is payable to you, but that part of the benefit which comprises the portion of any Super Continuance Monthly Benefit will be paid to a superannuation plan in accordance with condition 4.3 of this Policy.

If:

- you have been Totally Disabled for at least the Waiting Period and then return to work on a partial basis, and
- as a result your Monthly Income is 20% or less of your Pre-Disability Income or you are working for ten hours or less per week

we will pay the Total Disability Benefit instead of the Partial Disability Benefit to which you are entitled for up to six months.

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

### 3.3 Automatic Indexation

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

An indexed increase under this condition will not become effective while you are receiving benefits. Automatic Indexation increases will only become effective once benefit payments have ceased. However, if you have the Increasing Claim Option (see page 19) under this Policy, the Monthly Benefit

## Policy conditions

and any Super Continuance Monthly Benefit may be increased in accordance with condition 4.1.

Your premium will be increased to take into account the increase in the Monthly Benefit and any Super Continuance Monthly Benefit.

### 3.4 Recurrent Disability Benefit

If you have returned to work on a full-time basis:

- after receiving a Total Disability Benefit, Partial Disability Benefit or Specific Injuries Benefit or
- after six months after receiving a Crisis Benefit or
- if the Specific Injuries Benefit is paid as a lump sum, after the payment period over which the benefit would have been payable had it been paid as a monthly benefit rather than as a lump sum

but suffer a recurrence of the same or a related condition and it results in Disability within twelve months from the date you were last on claim (which, for the purposes, of a Crisis Benefit, is the date six months after the benefit was paid and, for a lump sum Specific Injuries Benefit, is the last day of the relevant payment period referred to above) but before the Cover Expiry Date, we will waive the Waiting Period and treat the Disability as a continuation of the original claim. However, for this benefit to apply where your Benefit Period is two or five years, the Disability must result within six months from the date you were last on claim but before the Cover Expiry Date.

### 3.5 Elective surgery

You will not lose your entitlement to claim that you are Disabled under this Policy because your Disability results from agreeing to voluntarily undergo medical treatment such as:

- cosmetic or other elective surgery, or
- undergoing surgery to transplant your body organs to the body of another person

unless you have the treatment or surgery within six months of the cover commencing or the date this Policy was last reinstated, in which case we will not pay a claim for the resulting Disability.

### 3.6 Specific Injuries Benefit

This benefit is only applicable if your Waiting Period is three months or less.

The Specific Injuries Benefit will be payable if, as the result of an Injury, you suffer one of the events listed below before the Cover Expiry Date. The benefit will be payable even if you are working and will be paid for up to the payment period shown.

Event	Payment period
Paraplegia	60 months*
Quadriplegia	60 months*
Total and permanent loss of use of:	
Both hands or both feet or sight in both eyes	24 months
One hand and one foot	24 months
One hand and sight in one eye	24 months
One foot and sight in one eye	24 months
One arm or one leg	18 months
One hand or one foot or sight in one eye	12 months
Thumb and index finger from the same hand	6 months
Fracture requiring plaster cast or other immobilising device of the following bones:	
Thigh (shaft)	3 months
Pelvis (except coccyx)	3 months
Skull (except bones of the face or nose)	2 months
Arm, between elbow and shoulder (shaft)	2 months
Shoulder blade	2 months
Leg (above the foot)	2 months
Kneecap	2 months
Elbow	2 months
Collarbone	1.5 months
Forearm, between wrist and elbow (shaft)	1.5 months

\* If your Benefit Period is two years, the maximum payment period is 24 months.

#### When will we pay the benefit?

The Specific Injuries Benefit starts from the date that the event occurs and is paid monthly in advance. There is no Waiting Period.

#### When does the benefit end?

The Specific Injuries Benefit will end on the first of:

- the completion of the payment period
- the Cover Expiry Date
- if the TTD Cover Option applies, you suffer Permanent Disablement
- the termination of this Policy

- if the Permanent Disablement Cover Option applies, you suffer Permanent Disablement and a Permanent Disablement Benefit becomes payable, or
- your death.

A Specific Injuries Benefit will not be paid in respect of any period after the Cover Expiry Date.

*What benefit will be paid?*

The Monthly Benefit and any Super Continuance Monthly Benefit will be paid. We will pay that part of the Specific Injuries Benefit which comprises any Super Continuance Monthly Benefit to a superannuation plan in accordance with condition 4.3 of this Policy. If one Injury causes more than one of the listed events, we will pay only for the event with the longest payment period.

If you are Disabled at the end of the payment period, then a Disability Benefit will be paid subject to the conditions of this Policy.

*Lump Sum Option*

If the Specific Injuries Benefit becomes payable for an event for which the payment period is 24 months or less, you can choose to receive that benefit as a lump sum instead of the monthly payments provided for above. If you require a lump sum, you must notify us of this in writing before we start paying monthly benefits. The option to receive a lump sum is not available after we start paying monthly benefits.

If you choose a lump sum:

- the lump sum we pay will be the amount which equals the number of months in the payment period for the relevant event times the total of the Monthly Benefit and any Super Continuance Monthly Benefit
- we will pay that part of the lump sum which comprises any Super Continuance Monthly Benefit to a superannuation plan in accordance with condition 4.3 of this Policy
- for an event for which the payment period is 18 months, you can choose to receive one third of the lump sum after 6 months and the remaining two thirds after 18 months or vice versa
- for an event for which the payment period is 24 months, you can choose to receive one half of the lump sum after 12 months and the other half after 24 months
- and you decide to receive it in instalments as provided for above, we will not pay any instalment outstanding on your death.

**3.7 Crisis Benefit**

This benefit is only applicable if your Waiting Period is three months or less. The benefit will be payable even if you are working.

The Crisis Benefit will be payable if, before the Cover Expiry Date, you suffer one of the following conditions (which are defined on pages 29 to 31):

**Crisis Benefit conditions**

- ✓ Heart Attack
- ✓ Out of Hospital Cardiac Arrest
- ✓ Coronary Artery Disease Requiring By-pass Surgery
- ✓ Repair and Replacement of a Heart Valve
- ✓ Surgery of the Aorta
- ✓ Cardiomyopathy
- ✓ Primary Pulmonary Hypertension
- ✓ Open Heart Surgery
- ✓ Stroke
- ✓ Major Head Trauma
- ✓ Multiple Sclerosis
- ✓ Hemiplegia
- ✓ Diplegia
- ✓ Cancer
- ✓ Chronic Kidney Failure
- ✓ Major Organ or Bone Marrow Transplant
- ✓ Severe Burns
- ✓ Loss of Independent Existence

*What benefit will be paid?*

A lump sum amount equal to six times the total Monthly Benefit (and any Super Continuance Monthly Benefit) will be paid.

We will pay that part of the Crisis Benefit which comprises any Super Continuance Monthly Benefit to a superannuation plan in accordance with condition 4.3 of this Policy. The Crisis Benefit will only be paid once in any consecutive twelve month period.

However, if you are Disabled or you suffer Permanent Disablement at the end of a six month period, after you were entitled to be paid the Crisis Benefit, then a Disability Benefit or Permanent Disablement Benefit will be paid subject to the conditions of this Policy.

For the purpose of this Policy, the payment period in respect of the Crisis Benefit shall be regarded as six months.

**3.8 Accommodation Benefit**

The Accommodation Benefit will be payable if you become Totally Disabled before the Cover Expiry Date and under medical advice remain more than 100 kilometres from your place of residence, or you are Totally Disabled before the Cover Expiry Date and on the advice of a Medical Practitioner you travel to a place more than 100 kilometres from your place of residence, and:

## Policy conditions

- you are confined to bed, and
- an Immediate Family Member is accommodated near to you and has to stay away from home.

An Accommodation Benefit will not be paid in respect of any period of Total Disability after the Cover Expiry Date.

### *What benefit will be paid?*

\$350 a day will be paid for up to 30 days in any twelve month period for each day you qualify for the Accommodation Benefit.

### **3.9 Family Support Benefit**

The Family Support Benefit will be payable if, due to Total Disability that continues beyond the end of the Waiting Period, you are totally dependent upon an Immediate Family Member for your essential everyday Home Care Needs to enable you to live at home, and as a result that Immediate Family Member's income is reduced.

### *What benefit will be paid?*

The lesser of the following will be paid to you each month for a maximum of three months:

- the reduction in the pre-tax Monthly Income of the Immediate Family Member net of their expenses incurred in earning that income, compared with the average pre-tax Monthly Income (net of expenses incurred in earning that income) for the twelve months before they began caring for you, or
- 75% of the total of the Monthly Benefit and any Super Continuance Monthly Benefit.

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

The Family Support Benefit starts to accrue from the first day you qualify for the benefit after the Waiting Period has ended and is paid monthly in arrears. This benefit will only be paid while we are paying the Total Disability Benefit.

### *When does the benefit end?*

The Family Support Benefit will end on the first of:

- when you are no longer Totally Disabled
- the benefit has been paid for three months
- the Cover Expiry Date
- if the TTD Cover Option applies, you suffer Permanent Disablement
- if the Permanent Disablement Cover Option applies, you suffer Permanent Disablement and a Permanent Disablement Benefit becomes payable
- the termination of this Policy
- the end of the Benefit Period, or
- your death.

A Family Support Benefit will not be paid in respect of any period of Total Disability after the Cover Expiry Date.

### **3.10 Home Care Benefit**

The Home Care Benefit will be payable if, after the Waiting Period has ended, you are still Totally Disabled and due to the condition that caused that Disability you are:

- confined to or near a bed other than in a hospital or a similar institution that provides nursing care, and
- totally dependent on a paid professional housekeeper, other than an Immediate Family Member, for your essential everyday Home Care Needs.

### *What benefit will be paid?*

The lesser of \$150 a day or 100% of the total of the Monthly Benefit and any Super Continuance Monthly Benefit will be paid to you for a maximum of six months.

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

The Home Care Benefit starts to accrue from the first day you qualify for the benefit after the Waiting Period has ended and is paid monthly in arrears. This benefit will only be paid while we are paying the Total Disability Benefit in respect of a period before the Cover Expiry Date.

### *When does the benefit end?*

The Home Care Benefit will end on the first of:

- when you are no longer Totally Disabled
- when you no longer satisfy the conditions which resulted in the Home Care Benefit becoming payable
- the benefit has been paid for six months
- the Cover Expiry Date
- if the TTD Cover Option applies, you suffer Permanent Disablement
- if the Permanent Disablement Cover Option applies, you suffer Permanent Disablement and a Permanent Disablement Benefit becomes payable
- the termination of this Policy
- the end of the Benefit Period, or
- your death.

A Home Care Benefit will not be paid in respect of any period of Total Disability after the Cover Expiry Date.

### **3.11 Rehabilitation Benefit**

The Rehabilitation Benefit will be payable if you are Totally Disabled before the Cover Expiry Date and you participate in a rehabilitation program approved by us.

### *What benefit will be paid?*

The Monthly Benefit and any Super Continuance Monthly Benefit will be paid to you for a maximum of twelve months. This is paid in addition to any other benefit.

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

The Rehabilitation Benefit starts to accrue from the date you first participate in the program and is paid monthly in arrears. This benefit will only be paid while we are paying the Total Disability Benefit in respect of a period before the Cover Expiry Date.

*When does the benefit end?*

The Rehabilitation Benefit will end on the first of:

- when you are no longer Totally Disabled
- when the benefit has been paid for twelve months
- you cease to actively participate in the Approved Rehabilitation Program
- the Cover Expiry Date
- if the TTD Cover Option applies, you suffer Permanent Disablement
- if the Permanent Disablement Cover Option applies, you suffer Permanent Disablement and a Permanent Disablement Benefit becomes payable
- the termination of this Policy
- the end of the Benefit Period, or
- your death.

A Rehabilitation Benefit will not be paid in respect of any period of Total Disability after the Cover Expiry Date.

### **3.12 Rehabilitation Expenses Benefit**

When you have been Totally Disabled and incur rehabilitation expenses as a direct result of:

- your participation in an Approved Rehabilitation Program, or
- engaging in or attempting to engage in an occupation

the expenses you incur will be reimbursed to you less amounts that are reimbursed elsewhere.

Prior approval of the expenditure is required by us.

Some examples of rehabilitation expenses covered by this benefit are the cost of travelling expenses to attend an Approved Rehabilitation Program or the cost of structural changes to your home or office. The cost of an Approved Rehabilitation Program is not a rehabilitation expense covered by this benefit.

*What benefit will be paid?*

A maximum of nine times the total of the Monthly Benefit and any Super Continuance Monthly Benefit.

*When will we pay the benefit?*

The Rehabilitation Expenses Benefit starts to accrue when the rehabilitation expenses are incurred and is paid monthly in arrears. This benefit will only be paid while we are paying the Total Disability Benefit in respect of a period before the Cover Expiry Date.

*When does the benefit end?*

The Rehabilitation Expenses Benefit will end on the first of:

- when payments equal six times the total of the Monthly Benefit and any Super Continuance Monthly Benefit
- the end of the Benefit Period
- you are no longer Totally Disabled
- if the TTD Cover Option applies, you suffer Permanent Disablement
- if the Permanent Disablement Cover Option applies,

you suffer Permanent Disablement and a Permanent Disablement Benefit becomes payable

- the termination of this Policy
- the Cover Expiry Date, or
- your death.

A Rehabilitation Expenses Benefit will not be paid in respect of any period of Total Disability after the Cover Expiry Date.

### **3.13 Bed Confinement Benefit**

We will pay a Bed Confinement Benefit during the Waiting Period if:

- you are unable to perform at least one Income Producing Duty of your occupation due to Sickness or Injury which confines you to bed
- you have been so confined continuously for at least three days, and
- you are certified by a Medical Practitioner to require the continuous care of a registered nurse.

*What benefit will be paid?*

An amount equal to 1/30th of the total of the Monthly Benefit and any Super Continuance Monthly Benefit will be paid for each day (including the first three days) you continue to meet this definition for up to 90 days, but not beyond the end of the Waiting Period. The benefit is paid monthly in arrears.

We will pay that part of the Bed Confinement Benefit which comprises any Super Continuance Monthly Benefit to a superannuation plan in accordance with condition 4.3 of this Policy. A Bed Confinement Benefit will not be paid in respect of any period after the Cover Expiry Date.

### **3.14 Death Benefit**

If you die before the Cover Expiry Date, we will pay a Death Benefit equal to the lesser of the following amounts:

- four times the total of the Monthly Benefit and any Super Continuance Monthly Benefit
- \$75,000.

The Death Benefit will be paid to the surviving Policy Owner(s) or, if none, to your estate.

### **3.15 Transportation Benefit**

The Transportation Benefit of \$200 will be payable if, as the result of a condition that causes you Total Disability before the Cover Expiry Date, you must be transported to a hospital within Australia in an emergency.

### **3.16 Overseas Assist Benefit**

The Overseas Assist Benefit will be payable if, before the Cover Expiry Date, you are Totally Disabled for at least a month while you are outside Australia and decide to return to Australia because of continuing Total Disability.

*What benefit will be paid?*

We will reimburse you the cost of your return economy airfare back to Australia by the most direct route, including connecting flights, less amounts that are reimbursed elsewhere, up to a maximum of three times the total of the Monthly Benefit and any Super Continuance Monthly Benefit.

## Policy conditions

### 3.17 Reward Cover Benefit

On the third anniversary of the date on which you became a Life Insured under this Policy (the third anniversary), we will provide you at no charge with Accidental Death Cover (Accident Cover) of \$50,000. We will then increase the Accident Cover by \$10,000 on each anniversary following the third anniversary until your Accident Cover reaches \$100,000 in total. Accident Cover is provided on the terms and conditions set out in this condition. The Accident Cover commences on the third anniversary and ends on the date your cover ceases under this Policy in accordance with condition 8.6.

We will pay a benefit under this Accident Cover if you die as a result of an Accident and the death occurs within 90 days of the Accident but prior to the date your cover ceases under this Policy in accordance with condition 8.6. The benefit we pay is the amount of the Accident Cover which applies as at the date of your death. If, however, at the date of your death you (being a Policy Owner and Life Insured under this Policy) have a Total Care Plan policy (or a future version of that policy) in place with us, either alone or jointly, we will increase the benefit we pay under Accident Cover by 100%.

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

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

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

If this Policy is reinstated in accordance with condition 6.1 of this Policy, we will, for the purposes of applying this condition, treat the reinstated Policy as a continuation of the original Policy on the following basis:

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

### 3.18 Medical Professionals Benefit

This benefit:

- only applies to you if, at the time your cover starts:
  - i) your Occupation Group is 'K' or you are an anaesthetist, dental prosthetist, dermatologist, gastroenterologist, gynaecologist, haematologist, nephrologist, neurologist,

oncologist, ophthalmologist, orthodontist, paediatrician, pathologist (degree qualified), radiologist (medical degree qualified) or rheumatologist, and

- ii) you are registered to practise your medical profession and your registration is regulated by an Act of Parliament of a state or territory of the Commonwealth of Australia.

If you satisfy these requirements you are regarded as practising a 'medical profession' for the purposes of this condition 3.18.

- only applies for as long as you continue to satisfy the requirements set out in points i) and ii) of the first bullet point and the following conditions:
  - you have, in practising your medical profession, been performing or assisting in exposure-prone medical procedures monthly on average or more frequently
  - you have, in practising your medical profession, been making reasonable efforts to comply with relevant and readily available current state and Commonwealth departmental guidelines dealing with infection of health care workers.

This benefit will be payable if, for the first time after your cover starts but before the Cover Expiry Date, you contract a persistent infection of:

- the Human Immunodeficiency Virus (HIV)
- Hepatitis B, or
- Hepatitis C

and, as a result of that infection, you cease to perform or assist in exposure-prone medical procedures in compliance with both your demonstrable professional obligations to the public and the demonstrable policies of the registered authority, board, association or body which authorises or licenses you to practise your medical profession.

This benefit will be payable whether or not you acquired the relevant infection as a result of practising your medical profession.

For the purpose of this condition 3.18, an exposure-prone medical procedure is a procedure where there is potential for contact between the skin (usually finger or thumb) of the healthcare worker and sharp surgical instruments, needles or tissues (splinters/pieces of bone/tooth) in body cavities or in poorly visualised or confined body sites including the mouth. Procedures which lack these characteristics do not constitute exposure-prone medical procedures because they are unlikely to pose a risk of transmission of blood-borne viruses from infected healthcare worker to patient.

*What benefit will be paid?*

We will pay the lesser of:

- \$100,000, and
- six times the total of the Monthly Benefit and any Super Continuance Monthly Benefit

but in no event will we pay less than \$10,000.

This benefit is payable in addition to any other benefit but is only payable once for a Life Insured.

### *What exclusions apply?*

This benefit will not be payable if, before you suffer from the relevant infection, the Australian Government or relevant government body has approved a medical treatment which if applied to you:

- would be likely to make it improbable that the relevant infection could be transmitted to patients for whom you perform or assist in medical procedures, and
- would allow the registered authority, board, association or body which authorises or licenses you to practise your medical profession, to permit you to perform or assist in exposure-prone medical procedures.

### **3.19 Extended Cover**

If:

- your Occupation Group is, at the time your cover starts, 'C', 'G', 'P', 'J', 'K' or 'S'
- the Cover Expiry Date shown for you on the Policy Schedule is the Policy Anniversary Date immediately before your 65th birthday
- the TTD Cover Option provided for under condition 4.6 does not apply to you under this Policy
- no benefit is payable for you under this Policy for the month immediately before the Cover Expiry Date and
- you have cover under this Policy on the day before the Cover Expiry Date

we will, on the terms and conditions of this Policy, provide you with cover for Total Disability from the Cover Expiry Date until the Extended Cover Expiry Date but this extended cover will only apply on the following basis:

- If the Waiting Period set out in the Policy Schedule is less than one month, the Waiting Period which applies for the purpose of the extended cover is not the period set out as such in the Policy Schedule but is instead the period of one month.
- The Benefit Period which applies for the purpose of the extended cover is not the period shown as such in the Policy Schedule but is instead the period of one year.
- During the period of your extended cover you have an 'Indemnity Policy' for the purposes of the terms and conditions of this Policy (even if the Monthly Benefit shown on your Policy Schedule appears as 'Agreed Value' or 'Guaranteed Agreed Value').
- In determining the Total Disability Benefit we will pay on account of the extended cover, the Monthly Benefit will not be taken to be more than \$30,000.
- The only benefits we will pay on account of the extended cover is the Total Disability Benefit under condition 3.1 and the Reward Cover Benefit under condition 3.17. No other benefit is payable on account of that cover.
- The premium rate option which applies for the purpose of the extended cover is the Stepped Premium Rate option even if the word 'Level' appears as the 'Premium Type' in the Policy Schedule.
- A Total Disability Benefit payable on account of the

extended cover will only be paid until the first of the following events occurs:

- you are no longer Totally Disabled
  - you come to the end of the one year Benefit Period
  - the Extended Cover Expiry Date is reached
  - the termination of this policy
  - your death.
- If you have returned to work on a full-time basis after receiving a Total Disability Benefit on account of the extended cover, but suffer a recurrence of the same or a related Sickness or Injury and it results in Total Disability within six months from the date you were last on claim but before the Extended Cover Expiry Date, we will waive the Waiting Period and treat the Total Disability as a continuation of the original claim.
  - If selected, the Premium Saver Option will not apply to limit the number of Monthly Benefit payments we will make on account of a claim for the Total Disability Benefit under extended cover. However, from the Cover Expiry Date, the premium payable under this Policy will no longer be reduced on account of your selection of the Premium Saver Option.

### **3.20 Guaranteed Insurability**

Once in any three year period after you become a Life Insured under this Policy, but not after your 55th birthday, an application can be made to us, without further evidence of health, to increase both the relevant Monthly Benefit amount and any Super Continuance Monthly Benefit amount in line with an increase in your Monthly Income.

For the purpose of this condition 3.20:

- The Monthly Benefit amount is the amount shown in your Policy Schedule as the Monthly Benefit as increased in accordance with condition 3.3.
- The Super Continuance Monthly Benefit amount is the amount shown in your Policy Schedule as the Super Continuance Monthly Benefit as increased in accordance with condition 3.3.

This benefit is subject to the following conditions:

- The application for an increase in cover pursuant to this condition 3.20 must be accompanied by all requested financial information relating to your Monthly Income (including, but not limited to, a statement of your income over the preceding two years).
- The relevant Monthly Benefit amount or Super Continuance Monthly Benefit amount, as applicable, can only be increased under this condition 3.20 by up to 10%.
- No benefit will be payable under this Policy on account of an increase in cover under this condition 3.20 if, at the time the increase is applied for, a benefit is payable under this Policy or circumstances exist which, if the subject of a claim, would give rise to the payment of a benefit under this Policy.

## Policy conditions

- The application for an increase in cover under this condition 3.20 must be made to us before your 55th birthday and within 30 days before the Policy Anniversary Date which immediately follows the date on which your Monthly Income is to be increased and, if the application is accepted, the increase will take effect from the next Premium Due Date.
- Your premium will (whether or not the Level Premium Rate option applies) be increased to take into account any increase in your cover according to the premiums current, and with regard to your age, at the time of the increase in cover.
- Unless we agree, an application for an increase in cover under this condition 3.20 cannot be made if the original Policy Owner is no longer the beneficial owner of this Policy.

### 3.21 Reduction of Waiting Period

If:

as at the Date Insured From:

- the Waiting Period set out in the Policy Schedule is two years and the Benefit Period is to Cover Expiry Date
- you were insured under a group income protection policy, and
- your insurance under the group income protection policy provided for a benefit payment period of two years and when applying for this Policy:
  - you notified us in writing of your insurance under the group income protection policy, including the two year benefit payment period which applied to you under that policy
  - benefits were not payable for you under the group income protection policy, and
  - your insurance under the group income protection policy subsequently ceases

you can, without the requirement to supply further medical evidence, apply to us to reduce your Waiting Period from two years to three months, six months or one year provided that:

- your application is made in writing within 30 days of your insurance ceasing under the group income protection policy
- at the time of your application, the group income protection policy is in force and you are ineligible to exercise any continuation or similar option under that policy and you have not exercised any such option, and
- no benefits are payable for you under this Policy when you make your application.

If your application is accepted by us, the change in your Waiting Period will be effective from the Premium Due Date immediately following our acceptance of your application.

For the purpose of this condition 3.21, a group income protection policy means either:

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

### 3.22 Unemployment Benefit

*When does the benefit start?*

If:

- you have been Employed for at least 180 consecutive days, and
- immediately following that period of Employment you have a Loan and become Unemployed for more than 60 consecutive days

we will pay monthly in arrears to your Loan account 1/30th of the Unemployment Benefit for each additional day that the Unemployment continues and your Loan remains in place.

If the Unemployment Benefit has been paid for a continuous period of Unemployment, a benefit can only become payable on account of a subsequent period of Unemployment if you have first returned to Employment for at least 180 consecutive days. If, however, two periods of Unemployment are separated by 90 consecutive days or less, we will treat this as one continuous period of Unemployment, but we will not treat any more than two separate periods of Unemployment as one continuous period of Unemployment.

*How long will we pay the benefit?*

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

- you no longer have a Loan
- the day you return to any gainful occupation
- we have paid the Unemployment Benefit for three months for any one continuous period of Unemployment
- the day you cease to be a permanent Australian resident
- the Cover Expiry Date is reached
- if you become Unemployed during the term of a Fixed Term Contract, the expiry date of that contract
- the termination of this Policy
- the day a total and permanent disablement benefit (including a Permanent Disablement benefit), terminal illness benefit, trauma benefit or other similar benefit becomes payable for you under this or any other insurance policy, or
- your death.

An Unemployment Benefit will not be paid in respect of any period after the Cover Expiry Date.

*Limitations and exclusions*

If you are both Totally Disabled and Unemployed at the same time in terms of this Policy, we will only pay the highest of the Total Disability Benefit and the Unemployment Benefit.

If, at the relevant time, you have more than one Loan the Unemployment Benefit will be payable with respect to each Loan, but for all applicable Loans we will pay no more in total than the Monthly Benefit shown in your Policy Schedule as increased or decreased in accordance with the conditions of this Policy.

We will not pay the Unemployment Benefit:

- for any period of Unemployment for which you do not have a Loan
- for any period when you are not Continuously Unemployed
- if the Unemployment occurs while you are working outside Australia
- if the Unemployment is directly or indirectly caused by, or results from:
  - you ceasing work of a casual, seasonal or temporary nature
  - the expiration of a Fixed Term Contract or specified period of work
  - your deliberate or serious misconduct
  - you resigning, accepting voluntary redundancy, retiring early or abandoning your employment.

We will not pay the Unemployment Benefit if the Unemployment commences or occurs, or you were aware of your impending Unemployment, prior to, or on or within 60 days after the Date Insured From or the reinstatement of this Policy.

If, however:

- we have agreed that the Unemployment Benefit is replacing existing unemployment cover you have with us which is subject to a similar exclusion, and
- your level of unemployment cover has not increased under the Unemployment Benefit,

the 60 days referred to in this exclusion will be reduced by the expired period of the exclusion which applies to your existing unemployment cover.

If the relevant period under the exclusion which applies to your existing unemployment cover is at least 60 days and has expired then we will waive this exclusion except to the extent it applies to a reinstatement of this Policy. If the Unemployment Benefit exceeds the unemployment cover being replaced, this exclusion will apply in its entirety to the amount of the excess.

#### *Definitions*

For the purpose of this condition 3.22, the following definitions apply:

Bank means the Commonwealth Bank of Australia or such other entity within the Commonwealth Bank Group of companies that provides the Loan.

Continuously Unemployed means Unemployment which continues without interruption and during which you are registered as Unemployed with a recognised employment agency and actively seeking Employment. You do not have to

be in receipt of unemployment benefits from the Australian Government to be Continuously Unemployed.

Employed/Employment means Permanently Employed, Permanent Employment or employed or employment under a Fixed Term Contract.

It does not include self-employment.

Fixed Term Contract means one or more contracts providing for at least 20 hours per week of continual and regular employment, where such contract or contracts is or are:

- for salary or wages
- for a term no longer than a specified period
- with the same employer, being an employer who employs at least five employees, and
- for a combined period of at least 18 consecutive months.

Loan means a home loan, investment home loan, line of credit facility, business loan, personal loan or margin loan which is funded by the Bank.

Minimum Monthly Repayment is the minimum amount you must pay under a Loan for the month commencing on the first day from which the benefit for the relevant Unemployment accrues. However, if the relevant Unemployment continues beyond that month, then the Minimum Monthly Repayment will, for each subsequent month during which the relevant Unemployment continues, be the minimum amount you must pay under your Loan for that month.

In determining the Minimum Monthly Repayment, the following conditions apply:

- The Minimum Monthly Repayment will be determined on the basis that the lowest rate of interest payable under your Loan applies.
- The Minimum Monthly Repayment will be determined without regard to any overdue payment or interest on such a payment or any fees, charges, expenses, taxes, duties or other imposts payable under your Loan as a consequence of the overdue payment.
- The Minimum Monthly Repayment will be determined on the basis of an amount which is no more than the amount required to discharge your liability under the applicable Loan as at the date you first became aware of your impending Unemployment.

Permanent Employment/Permanently Employed means at least 20 hours per week of continual, permanent and regular Employment for salary or wages where such Employment:

- is with an employer who employs at least five employees, and
- is not temporary, seasonal, casual or under a contract based upon a specified period or completion of specified work.

## Policy conditions

Unemployed/Unemployment means:

- if Permanently Employed, loss of employment as a result of being terminated or made redundant by one's employer, where such loss is not of a voluntary basis
- if employed on a Fixed Term Contract, loss of employment prior to the expiry date of the contract as a result of being terminated or made redundant by one's employer, where such loss is not of a voluntary nature.

You will not be regarded as Unemployed if your Unemployment was immediately preceded by a period of self-employment.

Unemployment Benefit is the lesser of the following amounts:

- the Monthly Benefit shown in your Policy Schedule as increased or decreased in accordance with the conditions of this Policy
- the Minimum Monthly Repayment.

If there is no Minimum Monthly Repayment, the Unemployment Benefit is nil.

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

### 3.23 Domestic Help Benefit

The Domestic Help Benefit will be payable while your Spouse is Accidentally Disabled and you are incurring child minding or housekeeping expenses because of your Spouse's inability to perform his or her normal child rearing or domestic duties. For this benefit to be payable, your Spouse must satisfy both of the following immediately before his or her Accidental Disability starts:

- he or she must be 45 years old or younger and
- he or she must be engaged in full-time domestic duties or child rearing.

*What does Accidentally Disabled & Spouse mean?*

For the purpose of this condition 3.23:

- Accidentally Disabled/Accidental Disability means your Spouse is, due to Injury, unable to perform domestic duties or child rearing and confined to the home and is under the regular treatment, and following the advice of, a Medical Practitioner.
- Spouse means the spouse of you the Life Insured and includes a person who, although not legally married to you, lives with you on a genuine domestic basis in a relationship as a couple.

*What benefit will be paid?*

The lesser of the following will be paid to you each month (for a maximum of three months) your Spouse is Accidentally Disabled and you incur child minding or housekeeping expenses:

- the expenses incurred in the relevant month
- \$750.

*When will we pay the benefit?*

The Domestic Help Benefit starts to accrue from the first day you qualify for the benefit and is paid monthly in arrears. This benefit will only be paid for a maximum of three months in total during the term of this policy.

*When does the benefit end?*

The Domestic Assistance Benefit will end on the first of:

- when your Spouse is no longer Accidentally Disabled
- the benefit has been paid for three months
- your Spouse reaches age 46
- the termination of this Policy
- your Spouse's death.

A Domestic Help Benefit will not be paid in respect of any period of Accidental Disability after the Cover Expiry Date applying to you.

## 4. Options

### 4.1 Increasing Claim Option

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

If you have continued to receive a Total Disability Benefit or Partial Disability Benefit for more than twelve months, we will increase the Monthly Benefit and any Super Continuance Monthly Benefit by the Indexation Factor on each anniversary of the date when benefits first started to accrue. This option does not apply to increase the Monthly Benefit and any Super Continuance Monthly Benefit in the event that you are receiving a Total Disability Benefit on account of extended cover provided under condition 3.19.

### 4.2 Accident Option

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

If a 14 day or one month Waiting Period appears in your Policy Schedule or a one month Waiting Period applies on account of extended cover provided under condition 3.19, and the Life Insured is Totally Disabled due to an Injury for three consecutive days during the Waiting Period, the Accident Option will pay 1/30th of the Monthly Benefit (but not any Super Continuance Monthly Benefit) for each day that the Life Insured is Totally Disabled during the Waiting Period and is not entitled to a Crisis Benefit, Bed Confinement Benefit or Specific Injuries Benefit (or would not have been entitled to the Specific Injuries Benefit had it been paid as a monthly benefit rather than as a lump sum). This benefit is paid for the lesser of the Waiting Period and the period of Total Disability.

### 4.3 Super Continuance Option

The Super Continuance Option applies where the words 'Super Continuance Option' appear under the 'Additional Options' section of your Policy Schedule.

If the Super Continuance Option applies, we will pay the Super Continuance Monthly Benefit in accordance with the terms and conditions of this Policy. Where this Policy provides for the Super Continuance Monthly Benefit to be paid to a superannuation plan:

- the Super Continuance Monthly Benefit will be paid directly to a superannuation plan nominated by you from time to time; the plan you nominate must be a regulated superannuation fund, a retirement savings account (each as defined in the relevant superannuation and taxation laws) or another superannuation plan approved by us in our absolute discretion, and
- the benefit will not be payable if you have not nominated a superannuation plan in accordance with this condition or in circumstances where its payment is not permitted by the relevant superannuation or taxation laws.

### 4.4 Cash Back Option

The Cash Back Option applies where the words 'Cash Back Option' appear under the 'Additional Options' section of your Policy Schedule. This option cannot be selected after the Date Insured From and, if selected, the option cannot be cancelled.

Subject to the conditions set out below, if no claim has been paid or is payable under this Policy, we will, on cessation of the Policy, refund to you a percentage of all premiums (including Policy Fees and Frequency Charges but excluding stamp duty) you have paid under the Policy and which we have not otherwise refunded to you.

The percentage of premiums we refund to you will depend on the number of complete years between the Date Insured From and the date of cessation of the Policy, as shown in the table below:

Number of complete years	Percentage refund
Less than 3	0%
3	13%
4	14%
5	15%
6	16%
7	17%
8	18%
9	19%
10 or more	20%

This option applies subject to the following conditions:

- The option must apply to all cover and all Lives Insured under this Policy.
- The option will apply to all premiums paid under this Policy regardless of whether the cover in respect of which part of the premiums were paid exists on cessation of this Policy.
- You will be ineligible to receive a refund under this option if any claim is paid or payable in whole or in part under this Policy regardless of which type of cover or which Life Insured the claim relates to and whether or not the cover in respect of which the claim was made still exists on cessation of this Policy.
- You will be ineligible to receive a refund under this option where the cessation of this Policy occurs by virtue of your death.
- If all or part of a claim under this Policy is paid or payable on an ex gratia basis or without admission of liability, you will be ineligible to receive a refund under this option even though we do not admit liability for that claim.

## Policy conditions

- Despite any other condition of this option, you will remain eligible to receive a refund under this option if we admit a claim under this Policy and the amount of your benefit is reduced to nil under condition 8.1 of this Policy.
- If a claim is payable under this Policy after its cessation (including a claim payable on an ex gratia basis), you must repay to us any refund we have paid to you under this option, but if the refund we have paid to you exceeds the total proceeds of the claim, you will not be required to repay to us the amount of the excess. On payment of the claim, we will set off against the claim proceeds the amount you are obliged to repay to us under this condition.
- For the avoidance of doubt, premiums will continue to be payable for this option even if you become ineligible to receive a refund under the option.
- If this Policy is cancelled due to non-payment of premiums and you apply for reinstatement under condition 6.1 of this Policy, one of the conditions of reinstatement will be that you repay to us any amount we have paid to you under this option. If we agree to reinstate your Policy, this option (including the premiums payable for it) will continue to apply whether or not you remain eligible for a refund under it and the reinstated Policy will, for the purposes of this option, be treated as a continuation of the original Policy (and, for the avoidance of doubt, the period during which your Policy was not in force will be taken into account in determining your eligibility for, and the amount of, a refund under this option).
- On cancellation of this Policy for non-payment of premiums, any refund payable under this option will be paid to you and will not be applied by us to pay the unpaid premiums.
- Any increase or reduction of your cover under this Policy will not affect your eligibility for a refund under this option.
- No interest is payable on any refund under this option between the time you become eligible for it and the date of its payment.

### 4.5 Premium Saver Option

The Premium Saver Option applies where the words 'Premium Saver Option' appear under the 'Additional Options' section of your Policy Schedule. This option does not apply to Business Overheads Cover or to the premiums payable for that cover.

This option is not available if you have selected the Cash Back Option, TTD Cover Option or Permanent Disablement Cover Option or if your Benefit Period is two or five years. However, once the option is selected, it cannot be cancelled and your premiums will be reduced as a result of having selected the option.

If the Premium Saver Option applies, this Policy will, despite any other provision to the contrary, be subject to the following limitation:

- If you make a claim for a Disability Benefit under this Policy due to a Sickness which is Mental Illness and the claim is accepted, we will only ever make up to 24 monthly benefit payments in total (for this purpose the Crisis Benefit will be

considered six monthly benefit payments) in respect of that Sickness whether or not those payments relate to one or more of the Total Disability Benefit, Partial Disability Benefit or Crisis Benefit or to one or more periods of Disability or to one or more claims, and once 24 such payments are made, no further Disability Benefits will be payable in respect of that Sickness or any other Mental Illness which is directly or indirectly caused by, or related to, that Sickness.

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

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

### 4.6 Total Temporary Disablement (TTD) Cover Option

The TTD Cover Option:

- is only available and can only apply if the Benefit Period ends on the Policy Anniversary Date preceding the Life Insured's 65th birthday
- is not available if the Permanent Disablement Cover Option, Cash Back Option or Premium Saver Option has been selected
- cannot be selected after the Date Insured From and, if selected, the option cannot be cancelled
- does not apply to Business Overheads Cover or to the benefits payable on account of that cover.

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

If the Life Insured suffers Permanent Disablement, we will not from that time have any obligation whatsoever to pay benefits on account of the Life Insured's cover under this Policy, whether in respect of:

- the Sickness or Injury which resulted in the Life Insured's Permanent Disablement
- any other Sickness or Injury the Life Insured suffers, or
- the Life Insured's Unemployment under condition 3.22.

We will, however, pay a Medical Professionals Benefit if the Life Insured's Permanent Disablement results from a Sickness and that Sickness is an infection for which the Benefit is payable.

#### 4.7 Permanent Disablement Cover Option

The Permanent Disablement Cover Option:

- is only available and can only apply if the Benefit Period ends on the Policy Anniversary Date preceding the Life Insured's 65th birthday
- is not available if the TTD Cover Option, Cash Back Option or Premium Saver Option has been selected
- cannot be selected after the Date Insured From and, if selected, the option cannot be cancelled
- does not apply to Business Overheads Cover or to the benefits payable on account of that cover.

The Permanent Disablement Cover Option applies when the words 'Permanent Disablement Cover Option' appear under the 'Additional Options' section of your Policy Schedule.

Subject to the conditions of this Policy, if the Life Insured:

- suffers Permanent Disablement before the Cover Expiry Date, and
- is not, in our opinion, suffering from a sickness or injury which will, within twelve months, lead to his or her death

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

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

Once the Permanent Disablement Benefit becomes payable under this Policy, we will have no obligation whatsoever to pay any other benefits on account of the Life Insured's cover under this Policy, whether in respect of:

- the Sickness or Injury which resulted in the Life Insured's Permanent Disablement
- any other Sickness or Injury the Life Insured suffers, or
- the Life Insured's Unemployment under condition 3.22.

We will, however, pay a Medical Professionals Benefit if the Life Insured's Permanent Disablement results from a Sickness and that Sickness is an infection for which the Benefit is payable.

## 5. Business Overheads Cover

If the words 'Business Overheads Cover' appear under the 'Additional Options' section on your Policy Schedule, you will be entitled to receive the Business Overheads Cover Benefit if you have been Totally Disabled as a result of the same Sickness or Injury beyond the Waiting Period.

The Business Overheads Cover Benefit will be paid in addition to any other benefit payable under this Policy.

### What is Total Disability?

For the purpose of this condition, the words Total Disability and Totally Disabled each mean that, because of Sickness or Injury, you are:

- unable to perform at least one Income Producing Duty of your occupation
- following the advice of a Medical Practitioner, and
- not working for more than ten hours per week.

You will not satisfy the above definition if you are working for more than ten hours per week, regardless of whether you are working for reward or working in the Business.

### What benefit will be paid?

The Business Overheads Cover Benefit payable for a month will be the lesser of:

- the Business Overheads Monthly Benefit as increased or decreased in accordance with the conditions of this Policy, and
- the covered Business expenses incurred during that month while you are Totally Disabled. Where a Business expense was paid by you before you were Totally Disabled, but we are satisfied that the Business expense relates to or is referable to a complete month during which you were Totally Disabled, then we will treat a proportion of the Business expense (as we consider appropriate) as being incurred during that month.

The Business Overheads Cover Benefit payable will be reduced by:

- your portion of the income of the Business derived from trading during that period
- the income generated by any employee(s) hired after you became Totally Disabled to perform the work normally performed by you, and
- any amount received for the same period from any other insurance policy to reimburse you for Business expenses, unless we have expressly agreed not to apply a reduction in this case.

We will only reduce the Business Overheads Cover Benefit we pay because of other insurance to the extent that the combined insurance payments would otherwise exceed 100% of your covered Business expenses.

### What Business expenses are covered?

The Business expenses covered by this Policy are the usual regular fixed operating expenses of the Business. These include, but are not limited to, the following:

- rent
- principal and interest payments under a mortgage
- property rates and taxes
- electricity, telephone, gas, heating and water costs
- cleaning and laundry
- the remuneration and associated costs of any non-income generating employee
- if your Occupation Group is 'S', 'K', 'J', 'P', 'G' or 'C', any costs associated with employing a person after you became Totally Disabled to perform the work normally performed by you
- principal and interest repayments under a loan for the purposes of the Business
- leasing or hiring costs of equipment or motor vehicles
- insurance premiums
- accountancy and audit fees
- subscriptions to professional associations, including professional membership fees
- security or advertising costs incurred under a contractual arrangement with a third party
- bank fees and charges
- business vehicle registration and insurance
- postage, printing and stationery
- the cost of repairs and maintenance incurred under a contractual arrangement with a third party
- any expenses specifically agreed to in writing by us.

### What Business expenses will not be covered?

Business expenses not covered include, but are not limited to, the following:

- any amounts paid to you, an Immediate Family Member (unless disclosed to us before your cover began) or any joint owner of the Business
- remuneration and associated costs of any income generating employee, unless your Occupation Group is 'S', 'K', 'J', 'P', 'G' or 'C' and the employee was hired after you became Totally Disabled to perform the work normally performed by you
- any payments for goods, stock in trade, plant or equipment
- any allowance for depreciation in real estate or of plant and equipment
- any portion of a Business expense which is normally payable by someone else who has an interest in the Business
- any payment which we determine on a fair and reasonable basis not to be a usual regular fixed operating expense.

**Change of ownership**

You must notify us if the underlying ownership of the Business changes. Underlying ownership means a beneficial interest in the Business held directly or through any interposed corporation, partnership or trust. If this changes, we may vary the amount of the Business Overheads Monthly Benefit in a way that reflects those changes.

**When will you receive the benefit?**

The Business Overheads Cover Benefit starts to accrue from the first day you are Totally Disabled after the Waiting Period has ended and is paid monthly in arrears.

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

The Business Overheads Cover Benefit will end on the first of:

- when you are no longer Totally Disabled
- when twelve times the Business Overheads Monthly Benefit has been paid for any one continuous period of Total Disability
- when twelve times the Business Overheads Monthly Benefit has been paid for any one Sickness or Injury
- the termination of this Policy
- the Cover Expiry Date, or
- your death.

A Business Overheads Cover Benefit will not be paid in respect of any period of Total Disability after the Cover Expiry Date.

**Automatic Indexation**

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

An indexed increase under this condition will not become effective while you are receiving benefits. Automatic Indexation increases will only become effective once benefit payments have ceased.

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

## 6. Premiums and charges

### 6.1 Premiums

#### *Premium rate options*

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

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

The premium rate option which applies will apply to all Lives Insured under the Policy.

#### *Level Premium Rate option*

If the Level Premium Rate option applies, the word 'Level' appears as the 'Premium Type' in the Policy Schedule and the premium payable under this Policy will not increase as a Life Insured gets older, but instead will be calculated with reference to the age next birthday of the Life Insured as at the date his or her cover starts. The increased premium payable with respect to an indexed increase in benefit amounts under this Policy will also be calculated with reference to that age.

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

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

(each hereinafter referred to as an 'Event'),

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

#### *Stepped Premium Rate option*

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

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

#### *Amount of premium*

The premium for the first twelve months is shown in the Policy Schedule.

Future premium rates are not guaranteed to be the same as current rates. We reserve the right to change these for all

policies in a group; however, we cannot change the rates for your Policy alone. Tables of premium rates are available upon request.

Premiums for all benefits outlined in this Policy will be placed in our No. 5 Statutory Fund and insurance claims will be paid from that Fund.

#### *Payment of premiums*

Premiums are payable on or before the Premium Due Date.

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

#### *Reinstatement*

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

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

If the Policy is reinstated, all unpaid premiums must be paid.

#### *Waiver of premium*

You do not have to pay any premiums:

- while a Disability Benefit or Specific Injuries Benefit is payable
- for a period of six months after the Crisis Benefit is payable or
- if the Specific Injuries Benefit is payable as a lump sum, for the payment period which would have applied under condition 3.6 had the benefit been paid as a monthly benefit rather than as a lump sum.

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

#### *Unemployment Waiver of Premium*

If you are less than 65 years of age and you become involuntarily unemployed after this Policy has been in force for six continuous months, we will, on request, waive the premiums payable for your cover under this Policy for a period of up to three months. All premiums payable for the relevant period will be waived except to the extent that they are payable for Business Overheads Cover.

For the purpose of this condition, involuntarily unemployed means loss of permanent full-time employment as a result of being terminated or made redundant by your employer for reasons other than disability or misconduct, where such loss of employment is not of a voluntary nature. During your loss of

employment you must be actively seeking employment and be either in receipt of unemployment benefits from the Australian Government or, if you are ineligible to receive such benefits, registered as unemployed with a recognised employment agency. If, for the purpose of this requirement, you are ineligible to receive unemployment benefits and you intend to register as unemployed with a recognised employment agency, you must do so within 30 days of first becoming unemployed.

You will not be regarded as involuntarily unemployed if your unemployment was immediately preceded by a period of self-employment.

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

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

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

#### *Maternity Leave Waiver of Premium*

If you go on Maternity Leave after this Policy has been in force for six continuous months, we will, on request, waive the premiums payable for your cover under this Policy for a period of up to three months. All premiums payable for the relevant period will be waived except to the extent that they are payable for Business Overheads Cover.

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

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

We will waive premiums under this condition for separate periods of Maternity Leave, but we will only waive premiums for a period of three months in total, whether your period of

Maternity Leave is continuous or not.

For the purpose of this condition:

(a) Maternity Leave means:

- you are employed by an employer
- you take temporary leave from employment for the care of a new born or new adopted child for a predetermined period
- the leave is approved by your employer as being 'Maternity Leave', and
- the leave is taken by you while you are still employed by that same employer that approved your Maternity Leave

or

- you are Self-employed
- you take temporary leave from your Self-employment for the care of a new born or new adopted child
- had you been employed by an employer, you would have been considered by us to be on Maternity Leave, and
- you have been Self-employed for a continuous period of six months prior to the period of commencement of Maternity Leave.

(b) Self-employed or Self-employment means:

- you are working in a business or an enterprise for at least 20 hours per week
- you have power or control over the business or enterprise because you own it or are a shareholder in the company that owns it or are a partner in the partnership that owns it, and
- you are working for payment or reward and you are not an employee.

## **6.2 Charges**

### *Policy Fee and Frequency Charge*

A Policy Fee is charged which covers some of the administration costs of setting up and maintaining your Income Care Plus Policy. If you choose to pay your premiums more frequently than annually, a Frequency Charge will be applied to the annual premium amount.

The Policy Fee and Frequency Charge are as specified in our current offer document for this policy.

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

### *Stamp duty*

Your premium also includes the stamp duty charged.

## 7. Claims

### 7.1 How to claim

You must notify us of any claim or potential claim within 30 days after the event that caused the claim. We will then send you a claim form.

### 7.2 Our requirements

You and your attending Medical Practitioner must complete the claim form and return it to us. We may also ask you to provide us with, at your expense, additional information that we consider necessary to assess the claim and satisfy us of our liability to pay any benefit under this Policy.

This may include an examination of your financial records and tax returns. If you are self-employed, a working director or a partner in a partnership, we may also examine the accounting records of the business or practice if we consider this necessary to assess your claim.

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

We may also require you to provide us with your authority to obtain further medical information about you in the course of the claim.

### 7.3 Payment of benefits

Disability and Business Overheads Cover Benefits are paid monthly in arrears from the expiration of the Waiting Period unless otherwise stated. All benefits are paid in Australian dollars.

Where a claim is ongoing, you will be asked to provide regular evidence of your state of health, at your own expense.

Medical reports, proof of earnings and substantiation of any Business expenses claimed may also be required from time to time.

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

## 8. Limitations, exclusions and other conditions

### 8.1 Benefit offsets

The Total Disability Benefit or Partial Disability Benefit which we must pay will be reduced by any other payment that you receive which exceeds 10% of your Pre-Disability Income:

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

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

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

- a Total Disability Benefit, when combined with any other payment, exceeds the greater of either 75% of your Pre-Disability Income or the total of the Monthly Benefit and any Super Continuance Monthly Benefit
- a Partial Disability Benefit, when combined with your Monthly Income and any other payment, exceeds 100% of your Pre-Disability Income.

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

- a lump sum or part of a lump sum paid as compensation for pain and suffering, or for the loss of use of a part of the body
- a lump sum total and permanent disablement benefit
- a lump sum trauma benefit paid under an insurance policy (not being a Crisis Benefit paid under this Policy)
- a sick leave payment
- a long service leave payment
- an annual leave payment.

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

### 8.2 Concurrent benefits

If you would be entitled to claim both the Specific Injuries Benefit and the Crisis Benefit, the benefit with the longest payment period will be paid, but not both. The payment period for the Crisis Benefit is considered to be six months. The payment period for a lump sum Specific Injuries Benefit is

considered to be the period over which payments could have been made had the benefit been paid as a monthly payment.

While you are entitled to the Specific Injuries Benefit or are entitled to the Crisis Benefit, you are not entitled to a Total Disability Benefit, Partial Disability Benefit, Unemployment Benefit or a Bed Confinement Benefit. If the Specific Injuries Benefit is paid as a lump sum, you will be considered to be entitled to the benefit for the period over which it would have been payable had it been paid as a monthly benefit rather than as a lump sum.

The Home Care Benefit will not be payable while you are receiving the Family Support Benefit or the Accommodation Benefit.

### 8.3 Pre-existing conditions

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

- you were unaware and could not reasonably have been aware of the condition or circumstances before the cover or increase in cover came into effect, or
- you disclosed the condition or circumstances to us before your Policy or increase came into effect and we have not excluded cover for the condition or any condition resulting from the circumstances, or
- the relevant benefit under this policy was issued by us on the exercise of a continuation option under an eligible policy, where eligible policy means a policy issued by us under which you were, immediately before the exercise of the continuation option:
  - insured for the same benefit in an amount equal to, or greater than, the amount you are insured for under this Policy
  - insured for a benefit payment period equal to, or greater than, the Benefit Period which applies to the benefit under this Policy and
  - insured for the condition to which this condition 8.3 would apply but for this exception to condition 8.3.

### 8.4 Exclusions

We will not pay a benefit (including a Permanent Disablement Benefit, where applicable) which arises in connection with:

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

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

## Policy conditions

### **8.5 Benefit limitation**

If your Occupation Group appears as 'A' on your Policy Schedule, the benefits we pay in total for you under this Policy will not exceed \$2,000,000.

### **8.6 Term of your cover**

Your cover under this Policy commences from the date we confirm in writing and will continue until the first of:

- the Cover Expiry Date shown in the Policy Schedule
- the date we receive a written request from you to cancel your cover
- if the TTD Cover Option applies and Business Overheads Cover does not apply, you suffer Permanent Disablement
- if the Permanent Disablement Cover Option applies and Business Overheads Cover does not apply, you suffer Permanent Disablement and a Permanent Disablement Benefit becomes payable
- the date we cancel the Policy if you have not paid the premium due within 30 days or for any other reason
- the termination of this Policy
- your permanent retirement from the workforce, except when this is a direct result of a Sickness or Injury, or
- your death.

If your cover under this Policy is extended under condition 3.19, then the reference to the 'Cover Expiry Date', in the first bullet point above, shall be read as a reference to the 'Extended Cover Expiry Date'.

### **8.7 Changes to your Policy**

We will notify you of any changes relating to fees and charges in writing at least six weeks prior to the change prevailing. We will confirm in writing any changes initiated by you. Only CMLA can agree to change this Policy. No adviser, broker or other person can change this Policy.

## 9. Medical conditions

### Heart Disorders

#### Heart Attack

The death of part of the heart muscle (myocardium) as a result of inadequate blood supply. The diagnosis must be based on either:

- the following medical evidence:
  - i) elevation of cardiac enzyme CK-MB, or
  - ii) elevation in levels of Troponin I greater than 2.0 mcg/L or Troponin T greater than 0.6 mcg/L or their equivalent, and
  - iii) confirmatory new electrocardiogram (ECG) changes, or
  - iv) medical evidence satisfactory to us that the heart attack reduced the Left Ventricular Ejection Fraction to below 50% when measured at least six weeks after the heart attack

or

- any other medical evidence satisfactory to us which demonstrates that myocardial damage has occurred to at least the same degree of severity as would be evidenced by the medical evidence required under the first bullet point.

#### Out of Hospital Cardiac Arrest

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.

#### Coronary Artery Disease Requiring By-pass Surgery

The actual undergoing of by-pass surgery (including saphenous vein or internal mammary graft(s)) for the treatment of coronary artery disease. Any other operations are specifically excluded from this definition.

#### Repair and Replacement of a Heart Valve

Surgery to replace or repair heart valves, but does not include percutaneous valvuloplasty, trans-arterial procedures or other non-surgical techniques.

#### Surgery of the Aorta

Surgery to correct a narrowing, dissection or aneurysm of the thoracic or abdominal aorta but not its branches.

#### Cardiomyopathy

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

#### Primary Pulmonary Hypertension

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

#### Open Heart Surgery

Open heart surgery for treatment of cardiac defect(s), cardiac aneurysm or benign cardiac tumour(s).

### Nervous System Disorders

#### Stroke

A cerebrovascular accident or incident producing neurological sequelae. This includes infarction of brain tissue, intracranial and/or subarachnoid haemorrhage or embolisation from an extracranial source. The following are excluded:

- cerebral symptoms due to:
  - transient ischaemic attacks
  - reversible ischaemic neurological deficit
  - migraine
- cerebral injury resulting from:
  - trauma
  - hypoxaemia
  - vascular disease affecting the eye, optic nerve or vestibular function.

#### Major Head Trauma

Injury to the head resulting in neurological deficit causing either:

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

as certified by a consultant neurologist.

#### Motor Neurone Disease

Motor Neurone Disease diagnosed by a consultant neurologist.

#### Multiple Sclerosis

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

#### Muscular Dystrophy

The unequivocal diagnosis of Muscular Dystrophy by a consultant neurologist.

#### Paraplegia

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

#### Quadriplegia

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

# Policy conditions

## **Hemiplegia**

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

## **Diplegia**

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

## **Tetraplegia**

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

## **Dementia and Alzheimer's Disease**

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

## **Parkinson's Disease**

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

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

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

## **Body Organ Disorders**

### **Cancer**

Cancer means any malignancy characterised by unlimited growth and which expands locally by invasion, but excluding malignancies which meet the following medical and/or histopathology classifications:

- Pre-malignant conditions
- Carcinoma in situ, but not if the cancer is located in the breast and all breast tissue is removed;
- Cervical dysplasia, CIN1, CIN2 and CIN3;
- Non-melanoma skin cancers, but not if the cancer has spread to another part of the body;
- Prostate cancers which remain classified as TNM T1a, T1b or another equivalent or lesser classification, but not if the Gleason Score is 6 or more;
- Melanoma with a depth of invasion classified as Clark Level II or less, or a Breslow thickness of 1.5mm or less;
- Chronic Lymphocytic Leukaemia with a classification equivalent to Rai Stage 1 or less.

## **Chronic Kidney Failure**

End stage renal failure presenting as chronic irreversible failure of both kidneys to function as a result of which regular renal dialysis is instituted or renal transplantation is performed.

## **Major Organ or Bone Marrow Transplant**

The human-to-human transplant from a donor to the Life Insured of one or more of the following organs:

- kidney
- lung
- pancreas
- heart
- liver, or
- bone marrow.

The transplantation of all other organs or parts of organs or any other tissue transplant is excluded.

## **Severe Burns**

Tissue Injury caused by thermal, electrical or chemical agents causing deep (third degree) burns to at least:

- 20% or more of the body surface area as measured by the age appropriate use of 'The Rule of Nine' or the Lund & Browder Body Surface Chart
- both hands, requiring surgical debridement and/or grafting, or
- the face, requiring surgical debridement and/or grafting.

## **Blindness**

The permanent loss of sight in both eyes, whether aided or unaided, due to Sickness or Injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that the visual field is reduced to 20 degrees or less of arc, as certified by an ophthalmologist.

## **Loss of Speech**

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

## **Loss of Hearing**

Complete and irrecoverable loss of hearing, both natural and assisted, from both ears as a result of Sickness or Injury, as certified by a specialist we consider appropriate.

## **Chronic Lung Disease**

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

### **Severe Rheumatoid Arthritis**

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

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

Degenerative osteoarthritis and all other arthritides are excluded.

### **Loss of Limbs or Sight**

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

- the complete and irrecoverable loss of use of both hands
- the complete and irrecoverable loss of use of both feet
- the complete and irrecoverable loss of use of one hand and one foot
- blindness in both eyes, whether aided or unaided
- the complete and irrecoverable loss of use of one foot and blindness in one eye, whether aided or unaided, or
- the complete and irrecoverable loss of use of one hand and blindness in one eye, whether aided or unaided.

For the purpose of this definition, 'blindness' means the permanent loss of sight to the extent that visual acuity is 6/60 or less, or to the extent that the visual field is reduced to 20 degrees or less of arc.

### **Other Events**

#### **Loss of Independent Existence**

As a result of Sickness or Injury:

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

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

### **Activities of Daily Living**

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

### **Defined Home Duties**

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



**13 10 56**

8 am–8 pm (Sydney time)

Monday to Friday

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