

# Total Care Plan

## 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 1, 11 Harbour Street,  
Sydney NSW 2000.

#### **Important information**

The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 AFSL 235035 (CMLA) (the Insurer) is a wholly-owned subsidiary of the 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. CommInsure is a registered business name of CMLA.

For the purposes of this document, the terms 'we', 'our' and 'us' will refer to CMLA, the 'Life Company' issuing the life insurance Policy.

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# Some information about this Policy

## Overview

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

- Life Care, which pays a lump sum in the event of death or Terminal Illness
- Trauma Cover, which pays a lump sum on the occurrence of a specified medical condition and
- Total and Permanent Disability Cover (TPD Cover), which pays a lump sum on Total and Permanent Disablement.

If Life Care applies under this Policy, the amount of any Trauma Cover or TPD Cover cannot exceed the amount of the Life Care.

## Worldwide cover

Unless this Policy provides otherwise, it covers you 24 hours a day anywhere in the world.

## Premiums

The cost of the Total Care Plan Policy issued to you is based on the Insured Person's age, health, gender, whether or not they smoke, any sporting or recreational activities in which they participate and the type and level of insurance selected.

The Insured Person's occupation may also affect the cost of cover. Generally, the cost of cover increases as the Insured Person gets older unless the Level Premium Rate Option applies and the Policy Anniversary Date preceding the Insured Person's 65th birthday has not occurred. Tables of premium rates are available on request.

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

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

Premiums for all benefits outlined in this Policy will be placed in the Life Company's No.5 Statutory Fund and insurance claims will be paid from that fund. The Total Care Plan does not acquire a surrender or cash-in value at any point.

## 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 on which you applied for this Policy
- any other documents which you have signed for the purpose of this Policy
- the Policy conditions in this document
- the latest Policy Schedule we have issued for this Policy and
- any document we have issued which records an authorised variation to this Policy.

### Alterations and variations

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

### Assignment

You may assign (transfer) the ownership of this Policy by completing the attached Memorandum of Transfer and having the assignment registered by us.

### 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 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 you indicated in your application for this Policy that this Policy is to replace existing cover that insures the Insured Person, 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 immediately vary any of the terms and conditions of this Policy, including premiums, 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.

### Currency

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

### Guaranteed renewable

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

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

### Legal interpretation

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

### Notices

Any notice you 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 Policy Owner. Where the context permits, it also includes the person whose name appears in the Policy Schedule as the Life Insured or Child Life Insured. However, in the context of any payment we make to you, or any changes you request regarding the Policy, 'you' and 'your' only refers to the Policy Owner.

## Policy conditions

### **Superannuation policies**

If you hold this Policy subject to the trusts of a superannuation fund, you agree to operate the superannuation fund at all times in accordance with the trusts of the fund and in a manner which ensures that it complies with the Superannuation Industry (Supervision) Act 1993.

You also agree to notify us if at any time the Policy ceases to be subject to the trusts of the superannuation fund, or the fund ceases to be administered in accordance with its trusts, or it ceases to comply with the Superannuation Industry (Supervision) Act 1993. Should any of these events happen we may terminate the Policy and issue a replacement Policy, or make any changes to the terms and conditions of the Policy as we consider appropriate.

There may be situations where, even though a claim is admitted by the Insurer and payment is made to the trustee of a complying superannuation fund, legislation or the rules of the fund may prevent the release of the benefit.

## 2. Important definitions

### **Accidental Death Cover**

Accidental Death Cover is the benefit payable on the death of the Life Insured as a result of an Accident.

The amount of the benefit is that shown in the Policy Schedule as increased or reduced under this Policy.

### **Annual Premium**

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

### **Automatic Indexation**

Unless otherwise specified, on each Policy Anniversary Date we will index your benefits in line with the movement in the Consumer Price Index. Automatic Indexation is explained in detail on page 24.

### **Child Cover**

Child Cover is the benefit payable under the Child Cover Option if the Child Life Insured dies or suffers from a Child Trauma Cover condition covered by this Policy. The amount of the benefit is that shown in the Policy Schedule as increased or reduced under this Policy.

### **Child Cover Expiry Date**

The Policy Anniversary Date preceding the Child Life Insured's 18th birthday.

### **Child Life Insured**

The Child Life Insured is the person on whose life a benefit is payable under the Child Cover Option. The Child Life Insured's name appears on your Policy Schedule.

### **Cover Expiry Date**

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

### **Date Insured From**

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

### **Day One Condition**

A condition which is Cardiomyopathy, Primary Pulmonary Hypertension, Major Head Trauma, Motor Neurone Disease, Multiple Sclerosis, Muscular Dystrophy, Paraplegia, Quadriplegia, Hemiplegia, Diplegia, Tetraplegia, Dementia and Alzheimer's Disease, Parkinson's Disease, Blindness, Loss of Speech, Loss of Hearing, Chronic Lung Disease or Severe Rheumatoid Arthritis (as these conditions are defined in condition 6).

### **Immediate Family Member**

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

### **Injury**

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

### **Insured Person**

A Life Insured or, if applicable, a Child Life Insured.

### **Life Care**

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

### **Life Insured**

The Life Insured is the person on whose life Life Care, Total and Permanent Disability (TPD) Cover, Trauma Cover or Accidental Death Cover benefits are payable. The Life Insured's name appears on your Policy Schedule. A Life Insured does not include a Child Life Insured.

### **Medical Practitioner**

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

### **Nominated Beneficiary**

A natural person, corporation or trust nominated by you to receive any money payable under the Life Care benefit or Accidental Death Cover. Nominated Beneficiaries are explained on page 8 of this Policy.

### **Occupation**

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

### **Policy Anniversary Date**

The date on which your Policy's annual review will take place and from which your premiums are calculated. The Policy Anniversary Date will fall on each anniversary of the Date Insured From shown in the Policy Schedule.

### **Premium Due Date**

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

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

### **Qualifying Period**

The Qualifying Period is for the Trauma Cover benefit and the Child Cover benefit and any increases in those benefits other than Automatic Indexation.

# Policy conditions

## Sickness

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

## Spouse

A spouse of a person includes:

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

## Terminally ill

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

## Total and Temporary Disability

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

## Total and Permanent Disability Cover (TPD Cover)

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

If, however, the TPD Cover benefit becomes payable for Partial and Permanent Disability (as defined in condition 6), the benefit payable is the lesser of:

- 25% of the TPD Cover benefit shown in the Policy Schedule as increased or reduced under this Policy
- \$500,000.

## Total and Permanent Disablement

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

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

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

- the Life Insured has been absent from his or her own Occupation as a result of a Day One Condition and the Life Insured continues to be incapacitated to such an extent that he or she will be unlikely to engage in his or her own Occupation ever again and is under the regular treatment, and following the advice, of a Medical Practitioner
- the Life Insured has suffered Partial and Permanent Disability (as defined in condition 6)
- the Life Insured has suffered Loss of Limbs or Sight (as defined in condition 6) or
- the Life Insured has suffered Loss of Independent Existence (as defined in condition 6).

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

- has been, through Sickness or Injury, unable to perform domestic duties or child rearing and has been confined to the home for a period of three consecutive months and is under the regular treatment, and following the advice, of a Medical Practitioner, and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life
- has been unable to perform domestic duties or child rearing and confined to the home as a result of a Day One Condition and is under the regular treatment, and following the advice, of a Medical Practitioner, and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life
- has suffered Partial and Permanent Disability (as defined in condition 6)
- has suffered Loss of Limbs or Sight (as defined in condition 6) or
- has suffered Loss of Independent Existence (as defined in condition 6).

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

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

- has been absent from active employment as a result of Sickness or Injury for a period of three consecutive months and has throughout that time been unable to engage in any occupation:
  - for which he or she is reasonably suited by education, training or experience and

- which would pay remuneration at a rate greater than 25% of the Life Insured's earnings during his or her last consecutive 12 months of work, and is under the regular treatment, and following the advice, of a Medical Practitioner and is likely to be so disabled for life
- has been absent from active employment as a result of a Day One Condition and is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is under the regular treatment, and following the advice, of a Medical Practitioner and is likely to be so disabled for life
- has suffered Partial and Permanent Disability (as defined in condition 6)
- has suffered Loss of Limbs or Sight (as defined in condition 6) or
- has suffered Loss of Independent Existence (as defined in condition 6).

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

- has been through Sickness or Injury unable to perform domestic duties or child rearing and confined to the home for a period of three consecutive months and is under the regular treatment, and following the advice, of a Medical Practitioner, and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life
- has been unable to perform domestic duties or child rearing and has been confined to the home as a result of a Day One Condition and is under the regular treatment, and following the advice, of a Medical Practitioner, and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life
- has suffered Partial and Permanent Disability (as defined in condition 6)
- has suffered Loss of Limbs or Sight (as defined in condition 6) or
- has suffered Loss of Independent Existence (as defined in condition 6).

#### **Trauma Cover**

Trauma Cover is the benefit payable if the Life Insured suffers from a Trauma Cover condition covered by this Policy. The amount of the benefit is that shown in the Policy Schedule as increased or reduced under this Policy.

# Policy conditions

## 3. Benefits

### 3.1 Life Care (death cover)

The Life Care benefit applies when the words 'Life Care' appear under the 'Plan Benefits' section in the Policy Schedule. The Life Care benefit cannot apply to a person if the Child Cover Option applies to that person.

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

The Life Care benefit ceases to apply:

- on the death of the Life Insured
- from the Policy Anniversary Date preceding the Life Insured's 99th birthday
- from the Cover Expiry Date, if any
- when this Policy terminates

whichever happens first.

#### *Exclusions*

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

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

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

#### *Nominated Beneficiaries*

You may nominate up to five beneficiaries to receive all or part of your Life Care benefit, Life Care Advance Payment Benefit, Financial Planning Benefit (but only where payable on payment of the Life Care benefit), Life Care Loyalty Bonus Benefit, Life Care Severe Hardship Booster Benefit and any Accidental Death Cover under this Policy subject to the following rules:

- a Nominated Beneficiary can be a natural person, corporation or trust

- a Nominated Beneficiary will receive the designated portion of any money payable under the relevant benefit. If a Nominated Beneficiary dies before a claim is made under this Policy and no change in nomination has been made, then any money payable will be paid to the Nominated Beneficiary's legal personal representative
- conditional nominations cannot be made
- if ownership of the Policy is assigned to another person or entity, then any previous nomination is automatically superseded (i.e. the nomination is removed)
- a Nominated Beneficiary has no rights under the Policy, other than to receive the relevant benefit proceeds after a claim has been admitted by us. He or she cannot authorise or initiate any Policy transaction and
- you may change a Nominated Beneficiary or revoke a previous nomination at any time prior to a claim event.

A person you nominate will be regarded as having the benefit of this Policy in accordance with the provisions of Section 48A of the Insurance Contracts Act 1984.

### 3.2 Life Care Advance Payment Benefit

The Life Care Advance Payment Benefit applies where the words 'Life Care' appear under the 'Plan Benefits' section in the Policy Schedule. The Life Care Advance Payment Benefit does not apply to the extent the Policy is owned by a trustee of a superannuation fund or such a trustee is a Nominated Beneficiary.

On production of the Life Insured's death certificate, we will provide a cash advance of the Life Care benefit (excluding the Life Care Loyalty Bonus Benefit and the Life Care Severe Hardship Booster Benefit) of up to \$30,000 in total. The Life Care Advance Payment Benefit is only available to a Policy Owner or Nominated Beneficiary who survives at the time of claim and who would be entitled to all or part of any Life Care benefit that may become payable under this Policy.

The Life Care Advance Payment Benefit will be paid to claimants in the proportion to which they would be entitled to any normal Life Care benefit that may become payable. We will not pay on account of this benefit more than \$30,000 for each Life Insured.

The Life Care benefit is reduced by the Life Care Advance Payment Benefit payment. Payment of the Life Care Advance Payment Benefit is not an admission of our liability to pay the Life Care benefit and is made without prejudice to our right to deny liability for that benefit.

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

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

### **3.3 Life Care Loyalty Bonus Benefit**

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

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

If this Policy:

- is reinstated in accordance with condition 4 or
- is replaced by another policy (where we agree it is a replacement Policy)

we will, for the purposes of applying this condition, treat the reinstated Policy or the replacement Policy or, if this Policy is the replacement policy, treat this Policy as a continuation of the original Policy, on the following basis:

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

### **3.4 Life Care Severe Hardship Booster Benefit**

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

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

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

### **3.5 Terminal Illness Benefit**

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

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

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

### **3.6 Guaranteed Insurability Option (Personal Events)**

Guaranteed Insurability Option (Personal Events) applies where the words 'Guaranteed Insurability Option (Personal Events)' appear under the 'Additional Options' section in the Policy Schedule. This option is not available for a Policy with Guaranteed Insurability Option (Business Events) or Business Safe Cover Option.

Up to the earlier of the Cover Expiry Date, if any, and the Policy Anniversary Date preceding the Life Insured's 46th birthday, you can increase your Life Care benefit and any Trauma Cover benefit without further evidence of insurability following the occurrence of certain events to the Life Insured, that is:

- marriage or the second anniversary of a de facto relationship
- the birth or adoption of a child
- the commencement of secondary school by a child
- the mortgaging of a home or increasing of a home mortgage
- divorce
- the death of a Spouse
- a change in employment which, within 30 days of the change, results in an increase in annual income of more than \$10,000.

A 'change in employment' can occur while the Life Insured remains employed by the same employer but will not in any circumstances be taken to have occurred while the Life Insured remains self-employed or if the change involves a change to self-employment. 'Self-employed' and 'self employment' for this purpose includes employment by the Life Insured's own company, employment by an Immediate Family Member, employment by a company owned by one or more Immediate Family Members, employment by a trust the beneficiaries of which are Immediate Family Members and employment by a Life Insured under this Policy.

A 'de facto relationship' means the Life Insured, although not legally married to a person, lives with the person on a genuine domestic basis in a relationship as a couple.

In the event the Life Insured:

- marries or reaches the second anniversary of a de facto relationship
- adopts or becomes a natural parent of a child
- has a Spouse die
- has a child commence secondary school or
- divorces

the Life Care benefit and any Trauma Cover benefit can be increased without further evidence of insurability by up to 25% of the relevant benefit, subject to a maximum increase for the relevant benefit of \$200,000 per event.

## Policy conditions

In the event the Life Insured mortgages a home or increases a home mortgage, the maximum increase is limited to the lower of:

- in the case of the Life Care benefit, 50% of the benefit
- in the case of the Trauma Cover benefit, 25% of the benefit
- the value of the new mortgage
- the value of the latest increase to an existing mortgage, or \$200,000.

In the event the Life Insured changes employment and, as a result of that change, his or her annual income increases by more than \$10,000 within 30 days of the change, the maximum increase is limited to the lower of:

- 25% of the relevant benefit
- ten times the amount by which annual income has increased as a result of the change in employment
- \$200,000.

If both Life Care and Trauma Cover benefits apply, a Trauma Cover benefit cannot be increased unless the Life Care benefit is increased in the same proportion, but the Trauma Cover benefit can never exceed the Life Care benefit and any increase must comply with these conditions.

### Requirements

You can only exercise a right under this option by giving us written notice within 30 days before or after the relevant event. We must be given proof satisfactory to us that the relevant event has taken place and of the date of the event if we request it. The increase in cover will take effect from the date we notify you of in writing, which date will be no later than 30 days from the date you satisfied our requirements.

### Premiums

On the exercising of a right under this option, your Annual Premium will (whether or not the Level Premium Rate Option applies) be recalculated to take into account the increase in cover according to the premium rates current at the time and with regard to the age of the Life Insured at the time of the increase in cover.

The premium we charge you for Guaranteed Insurability Option (Personal Events) will cease to be payable on the earlier of the Cover Expiry Date, if any, and the Policy Anniversary Date following the 45th birthday of the Life Insured.

### Restrictions

The Life Care benefit and any Trauma Cover benefit can only be increased once every twelve months under this option.

If this option is exercised in respect of the event which is the second anniversary of a de facto relationship then it cannot be exercised in respect of the marriage of the Life Insured and the person with whom he or she had the de facto relationship.

A Trauma Cover benefit cannot be increased under this option if:

- the benefit exceeds \$2,000,000 or the increase would result in the benefit exceeding \$2,000,000
- it was issued subject to special conditions or exclusions or the premium payable for the benefit is subject to a premium loading

- a Life Care benefit does not apply under this Policy to the Life Insured for whom the Trauma Cover benefit applies
- a death, trauma or disablement benefit has been paid or is payable by us under this or any other policy issued in respect of the Life Insured or
- circumstances exist which, if the subject of a claim under this or any other policy issued in respect of the Life Insured, would result in a death, trauma or disablement benefit being payable by us for the Life Insured.

You cannot exercise this option while we are waiving premiums under the Plan Protection Option.

The sum of all increases to the Trauma Cover benefit under this option cannot exceed the amount of the Trauma Cover benefit as at the date the benefit came into force.

You cannot exercise the right conferred by this option if the original Policy Owner is no longer the beneficial owner of this Policy at the relevant time except:

- where we agree to the exercise of the right or
- where the Policy Owner or beneficial owner is, at the time of the exercise of the right:
  - the Life Insured
  - the Spouse of the Life Insured or
  - a trustee who either consents to the right being exercised by the Life Insured or effects the Policy for the benefit of, or to be held in trust for, the Life Insured and/or the Spouse, children, and/or dependants of the Life Insured.

Nominating a beneficiary will not be regarded as a change in beneficial ownership.

### 3.7 Guaranteed Insurability Option (Business Events) and Business Safe Cover Option

For either of these options to apply the name of the relevant option must appear under the 'Additional Options' section in the Policy Schedule.

The maximum age of the Life Insured at which the options can be taken out is age 59 but, if the Level Premium Rate Option applies, the maximum age is 54. The options cannot be taken together and neither of them can be taken with the Guaranteed Insurability Option (Personal Events).

### Business growth

If the Policy Owner indicated on the Application that this Policy is being applied for in respect of the value of a business in which both the Policy Owner and Life Insured are involved, the Policy Owner can, without the requirement to supply further medical evidence, apply for an increase in any Life Care benefit, TPD Cover benefit and Trauma Cover benefit in line with the growth in the value of the business. The revised valuation of the business must be calculated by a qualified accountant or by a valuer approved by us. We must agree to the financial basis for the revised sum insured, but such agreement will not be unreasonably withheld.

#### *Key person*

If the Policy Owner indicated on the Application that this Policy is being applied for in respect of the value of a Life Insured to a business in which the Policy Owner is involved, the Policy Owner can, without the requirement to supply further medical evidence, apply for an increase in any Life Care benefit, TPD Cover benefit and Trauma Cover benefit in line with the growth in the value of the Life Insured to the business.

The Life Insured must, in our opinion, be a person who is crucial to the operation of the business and the revised valuation of the value of the Life Insured to the business must be calculated by a qualified accountant or by a valuer approved by us. We must agree to the financial basis for the revised sum insured, but such agreement will not be unreasonably withheld.

#### *Financial interest*

If the Policy Owner indicated on the Application that this Policy is being applied for in respect of the value of a Life Insured's financial interest in a business in which the Policy Owner also has a financial interest, the Policy Owner can, without the requirement to supply further medical evidence, apply for an increase in any Life Care benefit, TPD Cover benefit and Trauma Cover benefit in line with the growth in the value of the Life Insured's financial interest in the business. The Life Insured must hold his or her financial interest in the business in the capacity of a partner, shareholder or unit holder and the Life Insured's interest must be the subject of a buy/sell share purchase or business succession agreement. The revised valuation of the Life Insured's financial interest in the business must be calculated by a qualified accountant or by a valuer approved by us. We must agree to the financial basis for the revised sum insured, but such agreement will not be unreasonably withheld.

#### *Business loan*

If the Policy Owner indicated on the Application that this Policy is being applied for in respect of a business loan under which both the Policy Owner and Life Insured are borrowers, the Policy Owner can, without the requirement to supply further medical evidence, apply for an increase in any Life Care benefit, TPD Cover benefit and Trauma Cover benefit in line with an increase in the amount of the business loan.

The increase in the amount of the business loan must be evidenced by loan documentation acceptable to us and we must agree to the financial basis for the revised sum insured, but such agreement will not be unreasonably withheld.

#### *Premiums*

On the exercise of a right under either of the options, your Annual Premium will (whether or not the Level Premium Rate Option applies) be recalculated to take into account the increase in cover according to the premiums current at the time and with regard to the age of the Life Insured at the time of the increase in cover.

The premium we charge you for an option will cease to be payable on the date the option can no longer be exercised.

#### *General Restrictions*

The following restrictions and requirements apply to both of the options:

- if more than one of the Life Care, Trauma Cover and TPD Cover benefits apply, one benefit cannot be increased unless the other benefits are increased in the same proportion but neither the TPD Cover benefit nor the Trauma Cover benefit can ever exceed the Life Care benefit and any increase must comply with the conditions of the option
  - you cannot exercise the option while we are waiving premiums under the Plan Protection Option
  - you cannot exercise the right conferred by the option if the original Policy Owner is no longer the beneficial owner of this Policy at the relevant time except:
    - where we agree to the exercise of the right or
    - where the Policy Owner or beneficial owner is, at the time of the exercise of the right, the Life Insured, the Spouse of the Life Insured or a trustee who either consents to the right being exercised by the Life Insured or effects the Policy for the benefit of, or to be held in trust for, the Life Insured and/or the Spouse, children and/or dependants of the Life Insured.
- Nominating a beneficiary will not be regarded as a change in beneficial ownership.
- a Life Care benefit, Trauma Cover benefit and TPD Cover benefit can only be increased once every twelve months under the option. The relevant business event to which the increase relates must have occurred no more than three years before the date you apply for the increase
  - the increase must be applied for within 30 days of the date the qualified accountant or valuer issues a written revaluation of the business (for business growth) or the value of the Life Insured to the business (for key person) or the Life Insured's financial interest in the business (for financial interest) or (for business loan) within 30 days of the date of the increase in the amount of the business loan
  - you must supply to us all requested financial information relating to the valuation of the business (for business growth) or the value of the Life Insured to the business (for key person) or the Life Insured's financial interest in the business (for financial interest) or (for business loan) relating to the increase in the amount of the business loan
  - the increase in cover will take effect from the date we notify you in writing, which date will be no later than 30 days from the date we agree to the financial basis for the revised sum insured.

## Policy conditions

### *Restrictions – Guaranteed Insurability Option (Business Events)*

The following restrictions and requirements apply to the Guaranteed Insurability Option (Business Events):

- the maximum sum insured for a Life Insured before medical underwriting recommences for any and all increases under this option is \$10,000,000 for Life Care, \$5,000,000 for TPD Cover and \$2,000,000 for Trauma Cover
- this option cannot be exercised on or after the earlier of the Cover Expiry Date, if any, and the Policy Anniversary Date following the Life Insured's 65th birthday
- a Trauma Cover benefit cannot be increased under this option on or after the Policy Anniversary Date immediately before the Life Insured's 50th birthday
- neither a TPD Cover benefit nor a Trauma Cover benefit can be increased under this option if it was issued subject to special conditions, premium loadings or exclusions
- neither a TPD Cover benefit nor a Trauma Cover benefit can be increased if a Life Care benefit does not apply under this Policy to the Life Insured
- the sum of all increases to the Trauma Cover benefit under this option cannot exceed the amount of the Trauma Cover benefit as at the date the benefit came into force
- the maximum increase in the Life Care benefit is the lesser of:
  - 25% of the Life Care benefit
  - \$2,000,000 per annum or
  - the actual increase in the value of the business (for business growth) or the value of the Life Insured to the business (for key person) or the value of the Life Insured's financial interest in the business (for financial interest) or in the amount of the business loan (for business loan)
- the maximum increase in the TPD Cover benefit is the lesser of:
  - 25% of the TPD Cover benefit or
  - the actual increase in the value of the business (for business growth) or the value of the Life Insured to the business (for key person) or the value of the Life Insured's financial interest in the business (for financial interest) or in the amount of the business loan (for business loan)
- the maximum increase in the Trauma Cover benefit is the lesser of:
  - 25% of the Trauma Cover benefit or
  - the actual increase in the value of the business (for business growth) or the value of the Life Insured to the business (for key person) or the value of the Life Insured's financial interest in the business (for financial interest) or in the amount of the business loan (for business loan).

### *Restrictions – Business Safe Cover Option*

The following restrictions and requirements apply to the Business Safe Cover Option:

- the maximum permitted increase in any Life Care benefit, Trauma Cover benefit and TPD Cover benefit is the actual increase in the value of the business (for business growth) or the value of the Life Insured to the business (for key person) or the value of the Life Insured's financial interest in the business (for financial interest) or (for business loan) the actual increase in the amount of the business loan
- if, as at the date the relevant benefit came into force, the amount of any Life Care benefit, Trauma Cover benefit or TPD Cover benefit is less than:
  - for business growth, the total value of the business
  - for key person, the total value of the Life Insured to the business
  - for financial interest, the total value of the Life Insured's financial interest in the business ('total value') then any increase in the relevant benefit under this option will be capped so that the increased benefit does not, at the time it takes effect, form a percentage of the then total value which is greater than the percentage the relevant benefit formed of the total value as at the date the relevant benefit came into force
- for business loan if, as at the date the relevant benefit came into force, the amount of the Life Care benefit, Trauma Cover benefit or TPD Cover benefit is less than the amount of the business loan, then any increase in the relevant benefit under this option will be capped so that the increased benefit does not, at the time it takes effect, form a percentage of the increased amount of the business loan which is greater than the percentage the relevant benefit formed of the amount of the business loan as at the date the relevant benefit came into force
- the maximum sum insured for a Life Insured before medical underwriting recommences for increases in the Life Care benefit is the lesser of:
  - \$10,000,000
  - three times the amount of the Life Care benefit as at the date the benefit came into force (plus any applied indexation increases) or
  - the value of the business (for business growth) or the Life Insured to the business (for key person) or the Life Insured's financial interest in the business (for financial interest) or (for business loan) the amount of the business loan
- the maximum sum insured for a Life Insured before medical underwriting recommences for increases in the Trauma Cover benefit is the lesser of:
  - \$2,000,000
  - three times the amount of the Trauma Cover benefit as at the date the benefit came into force (plus any applied indexation increases)
  - the amount of any Life Care benefit or

- the value of the business (for business growth) or the Life Insured to the business (for key person) or the Life Insured's financial interest in the business (for financial interest) or (for business loan) the amount of the business loan
- the maximum sum insured for a Life Insured before medical underwriting recommences for increases in the TPD Cover benefit is the lesser of:
  - \$5,000,000
  - three times the amount of the TPD Cover benefit as at the date the benefit came into force (plus any applied indexation increases)
  - the amount of any Life Care benefit
  - if a Life Care benefit does not apply, the amount of any Trauma Cover benefit or
  - the value of the business (for business growth) or the Life Insured to the business (for key person) or the Life Insured's financial interest in the business (for financial interest) or (for business loan) the amount of the business loan
- if only Trauma Cover and TPD Cover benefits apply, the TPD Cover benefit can never exceed the Trauma Cover benefit and any increase must comply with the conditions of this option.

#### *Cessation of Business Safe Cover Option*

The Business Safe Cover Option ceases to apply for a Life Insured:

- when the Life Care benefit, Trauma Cover benefit or the TPD Cover benefit for the Life Insured can no longer be increased under this option
- when a benefit for the Life Insured has been paid or is payable under this Policy or when circumstances exist which, if the subject of a claim, would give rise to the payment of a benefit for the Life Insured under this Policy
- on the date you cancel the option
- on the Policy Anniversary Date preceding the Life Insured's 60th birthday, but only to the extent to which the option provides for a right to apply for an increase in any Trauma Cover benefit or TPD Cover benefit
- on the Policy Anniversary Date preceding the Life Insured's 70th birthday

whichever happens first.

#### **3.8 Accidental Death Cover**

Accidental Death Cover applies where the words 'Accidental Death Cover' appear in the Policy Schedule.

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

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

- on the death of the Life Insured
- from the Policy Anniversary Date preceding the Life Insured's 99<sup>th</sup> birthday

- from the Cover Expiry Date, if any
- when this Policy terminates
- if a Life Care benefit applies under this Policy, when that benefit ends

whichever happens first.

For the purposes of this option, 'Accident' means bodily injury caused solely and directly by accidental and visible means, independent of any other cause. A benefit will not be paid under this option if death is caused directly or indirectly by:

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

#### **3.9 Trauma Cover**

The Trauma Cover benefit applies when the words 'Trauma Cover' appear under the 'Plan Benefits' section in the Policy Schedule. The Trauma Cover benefit cannot apply to a person if the Child Cover benefit applies to that person.

Subject to the Qualifying Period, we will pay you the Trauma Cover benefit if you:

- suffer from Loss of Independent Existence (as defined in condition 6) before the Trauma Cover benefit ceases to apply or
- are found to have one of the other conditions listed on page 14 under 'Trauma Cover conditions' and as defined in condition 6 before the earlier of the following dates:
  - the Policy Anniversary Date preceding your 70th birthday
  - the date the Trauma Cover benefit ceases to apply.

However, for some of the conditions listed on page 14, only a partial Trauma Cover benefit is payable as provided under 'Partial payments' on page 15.

The Trauma Cover benefit ceases to apply:

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

and, subject to the Trauma Cover Buy Back Benefit described on page 17, the Trauma Cover benefit also ceases to apply:

- once we have become liable to pay the Trauma Cover benefit for any condition other than Coronary Artery Angioplasty, Serious Injury, Critical Care, Early-Stage Breast Cancer, Loss of One Hand or One Foot, Placement on a Waiting List for Major Organ Transplant, Early-Stage Cancer of the Cervix Uteri, Early-Stage Melanoma, Early-Stage Prostate Cancer, Early-Stage Ovarian Cancer, Early-Stage Cancer of the Fallopian Tubes, Early-Stage Penile Cancer, Early-Stage Chronic Lymphocytic Leukaemia, Diabetes Complication, Partial Blindness, Partial Loss of Hearing, Severe Osteoporosis,

## Policy conditions

Multiple Sclerosis of limited extent, Early-Stage Cancer of the Vagina or Surgical Removal of a Hydatidiform Mole

- if the benefit reduces to less than \$10,000

whichever happens first.

If we become liable to pay a partial Trauma Cover benefit for Coronary Artery Angioplasty, Serious Injury, Critical Care, Early-Stage Breast Cancer, Loss of One Hand or One Foot, Placement on a Waiting List for Major Organ Transplant, Early-Stage Cancer of the Cervix Uteri, Early-Stage Melanoma, Early-Stage Prostate Cancer, Early-Stage Ovarian Cancer, Early-Stage Cancer of the Fallopian Tubes, Early-Stage Penile Cancer, Early-Stage Chronic Lymphocytic Leukaemia, Diabetes Complication, Partial Blindness, Partial Loss of Hearing, Severe Osteoporosis, Multiple Sclerosis of limited extent, Early-Stage Cancer of the Vagina or Surgical Removal of a Hydatidiform Mole, the Trauma Cover benefit is reduced by the amount we have become liable to pay (including any Trauma Cover Loyalty Bonus Benefit). If, as a result of this reduction, the Trauma Cover benefit would be less than \$10,000 the Trauma Cover benefit will cease.

### Trauma Cover conditions

#### Heart Disorders

- Heart Attack
- Out of Hospital Cardiac Arrest
- Coronary Artery Disease Requiring By-pass Surgery
- Coronary Artery Angioplasty
- Coronary Artery Angioplasty – Triple Vessel
- Repair and Replacement of a Heart Valve
- Surgery of the Aorta
- Cardiomyopathy
- Primary Pulmonary Hypertension
- Open Heart Surgery

#### Nervous System Disorders

- Stroke
- Major Head Trauma
- Motor Neurone Disease

### Trauma Cover conditions

#### Nervous System Disorders

- Multiple Sclerosis
- Multiple Sclerosis of limited extent
- Muscular Dystrophy
- Paraplegia
- Quadriplegia
- Hemiplegia
- Diplegia
- Tetraplegia
- Dementia and Alzheimer's Disease
- Coma
- Encephalitis
- Parkinson's Disease

#### Body Organ Disorders

- Cancer
- Early-Stage Prostate Cancer\*
- Early-Stage Cancer of the Vulva or Perineum
- Early-Stage Breast Cancer
- Early-Stage Ovarian Cancer\*
- Early-Stage Cancer of the Fallopian Tubes\*
- Early-Stage Penile Cancer\*
- Benign Brain Tumour
- Blindness
- Partial Blindness\*
- Chronic Kidney Failure
- Major Organ or Bone Marrow Transplant
- Placement on a Waiting List for Major Organ Transplant
- Severe Burns
- Loss of Speech
- Loss of Hearing
- Partial Loss of Hearing\*
- Chronic Liver Disease
- Chronic Lung Disease
- Severe Rheumatoid Arthritis
- Early-Stage Cancer of the Cervix Uteri\*
- Early-Stage Cancer of the Vagina\*
- Surgical Removal of a Hydatidiform Mole\*

## Trauma Cover conditions

### Body Organ Disorders

- ✓ Early-Stage Melanoma\*
- ✓ Early-Stage Chronic Lymphocytic Leukaemia\*
- ✓ Severe Osteoporosis\*
- ✓ Pneumonectomy

### Blood Disorders

- ✓ Occupationally Acquired HIV
- ✓ Medically Acquired HIV
- ✓ Aplastic Anaemia
- ✓ Advanced Diabetes
- ✓ Diabetes Complication\*

### Other Events

- ✓ Serious Injury
- ✓ Critical Care
- ✓ Loss of Limbs or Sight
- ✓ Loss of One Hand or One Foot
- ✓ Loss of Independent Existence

- in the case of Early-Stage Cancer of the Cervix Uteri, Early-Stage Melanoma, Early-Stage Prostate Cancer, Early-Stage Ovarian Cancer, Early-Stage Cancer of the Fallopian Tubes, Early-Stage Penile Cancer, Early-Stage Chronic Lymphocytic Leukaemia, Diabetes Complication, Partial Blindness, Partial Loss of Hearing, Severe Osteoporosis, Early-Stage Cancer of the Vagina or Surgical Removal of a Hydatidiform Mole, the date we first agreed to cover you for those Trauma Cover conditions

we will not pay the Trauma Cover benefit under this Policy for that procedure or condition or for any other procedure or condition which is directly or indirectly caused by, or related to, that procedure or condition.

### *Replacement policies*

Where we have agreed to replace cover over an existing policy you may have, and your level of cover has not increased, the Qualifying Period for the same events will be the lesser of the Qualifying Period that applies under this Policy, and any unexpired qualifying periods under the policy being replaced (including qualifying periods applied to the policy after it went into force, for example, reinstatement or increases). Where the qualifying period under the policy being replaced has expired then we waive the Qualifying Period for the same event. Where the benefit under this Policy exceeds that of the policy being replaced the full Qualifying Period will apply to the increased amount.

### *Partial payments*

The amount of the Trauma Cover benefit (excluding any Trauma Cover Loyalty Bonus Benefit) payable for any of the following:

- the procedure that is Coronary Artery Angioplasty
- Serious Injury
- Critical Care
- Early-Stage Breast Cancer
- Loss of One Hand or One Foot
- Placement on a Waiting List for Major Organ Transplant

is the greater of:

- 10% of the Trauma Cover benefit (up to a maximum of \$25,000 for Coronary Artery Angioplasty) or
- \$10,000.

The amount of the Trauma Cover benefit (excluding any Trauma Cover Loyalty Bonus Benefit) payable for any of the following:

- Early-Stage Cancer of the Cervix Uteri
- Early-Stage Cancer of the Vagina
- Early-Stage Chronic Lymphocytic Leukaemia
- Early-Stage Prostate Cancer
- Early-Stage Ovarian Cancer
- Early-Stage Cancer of the Fallopian Tubes
- Early-Stage Penile Cancer
- Partial Blindness

\* Despite any other condition of this Policy, a Trauma Cover benefit is not payable in respect of the Trauma Cover conditions marked with an asterisk unless the words 'Trauma Plus Cover' appear under the relevant Life Insured's name in the Policy Schedule.

### *Qualifying Period*

In the case of Coronary Artery Disease Requiring By-pass Surgery, Coronary Artery Angioplasty, Coronary Artery Angioplasty – Triple Vessel, Cancer, Stroke, Heart Attack, Early-Stage Breast Cancer, Early-Stage Cancer of the Cervix Uteri, Early-Stage Melanoma, Early-Stage Prostate Cancer, Early-Stage Ovarian Cancer, Early-Stage Cancer of the Fallopian Tubes, Early-Stage Penile Cancer, Early-Stage Chronic Lymphocytic Leukaemia, Diabetes Complication, Partial Blindness, Partial Loss of Hearing, Severe Osteoporosis, Early-Stage Cancer of the Vagina or Surgical Removal of a Hydatidiform Mole, if the procedure or the symptoms of the condition occurred, or the circumstances leading to the procedure or the condition became apparent, either before or within the first three months from:

- the Date Insured From
- the date of any increase to the Trauma Cover benefit other than by Automatic Indexation (in which case this restriction applies only to the amount of the increase)
- the date the Trauma Cover was first added or reinstated to this Policy (other than where the Trauma Cover was reinstated under the Trauma Cover Buy Back Benefit) or

## Policy conditions

- Partial Loss of Hearing
- Severe Osteoporosis
- Surgical Removal of a Hydatidiform Mole

is the lesser of:

- 20% of the Trauma Cover benefit
- \$100,000

but will be no less than \$10,000.

The amount of the Trauma Cover benefit (excluding any Trauma Cover Loyalty Bonus Benefit) payable for Multiple Sclerosis of limited extent is the lesser of:

- 25% of the Trauma Cover benefit
- \$50,000

but will be no less than \$10,000.

The amount of the Trauma Cover benefit (excluding any Trauma Cover Loyalty Bonus Benefit) payable for any of the following:

- Early-Stage Melanoma
- Diabetes Complication

is the lesser of:

- 40% of the Trauma Cover benefit
- \$200,000

but will be no less than \$10,000.

We will not pay the Trauma Cover benefit for the procedure that is Coronary Artery Angioplasty where the procedure occurs within six months after a prior procedure for which the Trauma Cover benefit was paid.

We will not pay the Trauma Cover benefit for Serious Injury, Critical Care, Early-Stage Breast Cancer, Loss of One Hand or One Foot, Placement on a Waiting List for Major Organ Transplant, Early-Stage Cancer of the Cervix Uteri, Early-Stage Melanoma, Early-Stage Prostate Cancer, Early-Stage Ovarian Cancer, Early-Stage Cancer of the Fallopian Tubes, Early-Stage Penile Cancer, Early-Stage Chronic Lymphocytic Leukaemia, Diabetes Complication, Partial Blindness, Partial Loss of Hearing, Severe Osteoporosis, Multiple Sclerosis of limited extent, Early-Stage Cancer of the Vagina or Surgical Removal of a Hydatidiform Mole on more than one occasion for a Life Insured under this Policy.

### Survival period

The Trauma Cover benefit will not be payable if the Life Insured dies from any cause within 14 days of first being found to have an insured condition.

### Other insurances

We may reduce the amount of the Trauma Cover benefit (to nil if necessary) if a benefit is payable in respect of the Life Insured under any other policies of insurance similar to the Trauma Cover benefit.

The reduction will be calculated on the basis that the amount of the Trauma Cover benefit payable, when added to any other benefit payable in respect of the Life Insured, does not exceed \$2,000,000 or a greater amount at our discretion.

We will not, however, take into account in this calculation any benefit which you told us about before the Trauma Cover benefit came into force.

If the amount of Trauma Cover benefit paid to you in these circumstances is less than the amount for which you have been paying premiums, we will refund the additional premium paid by you over the preceding twelve months based on the premium which would have applied to the Trauma Cover benefit actually paid out.

### Effect on other benefits

The amount of any TPD Cover benefit will be reduced by the amount of Trauma Cover benefit payable to you. If, as a result, the TPD benefit would be less than \$10,000 the TPD cover benefit will cease. The amount of any Life Care benefit will be reduced by the amount of Trauma Cover benefit payable to you. The Life Care benefit is subject to the Life Care Buy Back Benefit described on page 23 of this Policy.

If you are entitled to claim a partial Trauma Cover benefit and the Life Insured's condition which gives rise to the claim also entitles you to claim a TPD Cover benefit for Partial and Permanent Disability, the higher of the benefits will be paid but not both.

### Exclusions

No Trauma Cover benefit is payable under this Policy when the insured condition is caused directly or indirectly by any intentional self-inflicted injury or any attempt at suicide.

### 3.10 Trauma Cover Loyalty Bonus Benefit

The Trauma Cover Loyalty Bonus Benefit applies where the words 'Trauma Cover' appear under the 'Plan Benefits' section in the Policy Schedule.

If, after the fifth anniversary of the Date Insured From (the fifth anniversary), the Life Insured is found to have a Trauma Cover condition and a Trauma Cover benefit is payable under this Policy in respect of that condition, the Trauma Cover benefit (excluding any increase under the Trauma Cover Severe Hardship Booster Benefit) we pay will be increased by 5%.

If this Policy:

- is reinstated in accordance with condition 4 or
- is replaced by another policy (where we agree it is a replacement Policy)

we will, for the purposes of applying this condition, treat the reinstated Policy or the replacement Policy or, if this Policy is the replacement policy, treat this Policy as a continuation of the original Policy on the following basis:

- the Trauma Cover and the Trauma Cover Loyalty Bonus Benefit will only recommence from the date of reinstatement or replacement and no benefit will be payable for anything that happened or first became apparent while the Policy was not in force

- for the avoidance of doubt, the period during which the Policy was not in force or the period in which the previous policy was in force will be taken into account in determining whether the fifth anniversary has occurred.

### **3.11 Trauma Cover Severe Hardship Booster Benefit**

The Trauma Cover Severe Hardship Booster Benefit applies where the words 'Trauma Cover' appear under the 'Plan Benefits' section in the Policy Schedule.

If the Life Insured suffers from one of the following Trauma Cover conditions (as defined on pages 27 to 31):

- Severe Burns
- Diplegia
- Hemiplegia
- Quadriplegia
- Paraplegia
- Tetraplegia
- Loss of Limbs or Sight

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

- 100% of that benefit
- \$250,000 or
- where the Life Care benefit applies to the Life Insured under this Policy, the amount by which the Life Insured's Life Care benefit at the time the Life Insured is first found to have that Trauma Cover condition exceeds their Trauma Cover benefit at that time.

#### *Effect on other benefits*

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

### **3.12 Trauma Cover Buy Back Benefit**

The Trauma Cover Buy Back Benefit applies if a claim for the Trauma Cover benefit is paid which results in a reduction of the benefit to less than \$10,000.

If the Trauma Cover Buy Back Benefit applies, then twelve months following the date of payment of the claim which resulted in the reduction of the Trauma Cover benefit to less than \$10,000, the Trauma Cover benefit will be reinstated to the amount which applied under the Policy immediately before the benefit was reduced to less than \$10,000 as a result of payment of the claim. The Trauma Cover Buy Back Benefit does not apply to a Life Insured:

- if the Trauma Cover Buy Back Benefit previously applied to the Life Insured
- if a TPD Cover benefit or Terminal Illness benefit has been paid for the Life Insured

- if a Trauma Cover benefit is paid for the Life Insured's Loss of Independent Existence
- from the Policy Anniversary Date preceding the Life Insured's 70th birthday
- from the Cover Expiry Date, if any
- when this Policy terminates

whichever happens first.

In respect of the reinstated Trauma Cover:

- any exclusions, medical, occupational or pastime loadings which applied to the original cover will also apply to the reinstated Trauma Cover and
- the conditions of this Policy will continue to apply, except for this Trauma Cover Buy Back Benefit, the Guaranteed Insurability Option (both Personal Events and Business Events), the Trauma Cover Loyalty Bonus Benefit and the Trauma Cover Severe Hardship Booster Benefit.

We will not pay a claim under the reinstated Trauma Cover in respect of the Life Insured for:

- any trauma condition that first occurred or was first diagnosed, or the symptoms of which first became reasonably apparent, before the date of reinstatement of the Trauma Cover
- the same trauma condition for which we paid a claim under the original cover
- a trauma condition which, in our opinion (as confirmed by an appropriate specialist Medical Practitioner nominated by us):
  - arises in connection with
  - is a complication of
  - results from or
  - is a treatment for a condition for which we previously paid a Trauma Cover claim
- Cancer, Early-Stage Cancer of the Vulva or Perineum, Early-Stage Breast Cancer, Benign Brain Tumour, Early-Stage Cancer of the Cervix Uteri, Early-Stage Cancer of the Vagina, Surgical Removal of a Hydatidiform Mole, Early-Stage Melanoma, Early-Stage Prostate Cancer, Early-Stage Ovarian Cancer, Early-Stage Cancer of the Fallopian Tubes, Early-Stage Penile Cancer or Early-Stage Chronic Lymphocytic Leukaemia if we paid a claim for any one or more of those conditions under the original cover
- any condition listed under Heart Disorders, if under the original cover we paid a claim for Stroke or for any condition listed under Heart Disorders or for Paraplegia, Quadriplegia, Hemiplegia, Diplegia or Tetraplegia as a result of a Stroke
- Stroke, if under the original cover we paid a claim for any condition listed under Heart Disorders or for Paraplegia, Quadriplegia, Hemiplegia, Diplegia or Tetraplegia as a result of a Stroke
- Paraplegia, Quadriplegia, Hemiplegia, Diplegia or Tetraplegia as a result of a Stroke, if under the original cover we paid a claim for Stroke or for any condition listed under Heart Disorders.

# Policy conditions

## 3.13 Evidence of Severity Option

The Evidence of Severity Option applies where the words 'Evidence of Severity Option' appear under the 'Additional Options' section of your Policy Schedule. Once the option is taken out it cannot be cancelled and your premiums will be reduced as a result of having taken out the option.

We will only pay a Trauma Cover benefit if, in addition to satisfying the conditions of this Policy, which include being found to have one of the Trauma Cover conditions, the Life Insured lived for at least 28 days after first being found to have the Trauma Cover condition and throughout those 28 days was as a result of the condition:

- absent from active employment
- unable to engage in any occupation (whether or not for reward) and
- under the regular treatment, and following the advice, of a Medical Practitioner.

If the Life Insured was unemployed or engaged in full-time domestic duties or child rearing at the time of first being found to have one of the Trauma Cover conditions, then we will only pay a Trauma Cover benefit if, in addition to satisfying the conditions of this Policy, the Life Insured lived for at least 28 days after first being found to have the Trauma Cover condition and throughout those 28 days was as a result of the condition:

- unable to perform domestic duties or child rearing
- confined to his or her own home or a hospital, nursing home or rehabilitation unit and
- under the regular treatment, and following the advice, of a Medical Practitioner.

## 3.14 Child Cover Option

The Child Cover Option applies where the words 'Child Cover Option' appear under the 'Additional Options' section in the Policy Schedule.

The Child Cover Option provides cover in respect of a Policy Owner's child who is aged at least two years but less than 18 years. The Child Cover Option cannot apply to a person if the Life Care benefit or Trauma Cover benefit applies to that person.

Subject to the Qualifying Period, we will pay you the Child Cover benefit if, while the Child Cover Option applies to the Child Life Insured, the Child Life Insured dies or is found to have one of the Child Trauma Cover conditions listed on pages 18 and 19 under 'Child Trauma Cover conditions' and as defined in condition 6. However, for some of the Child Trauma Cover conditions listed on pages 18 and 19, only a partial Child Cover benefit is payable as provided under 'Partial payments' on page 19.

The Child Cover Option ceases to apply to the Child Life Insured:

- from the Child Cover Expiry Date
- once we have become liable to pay the Child Cover benefit for any Child Trauma Cover condition other than Coronary Artery Angioplasty, Serious Injury, Critical Care, Loss of One Hand or One Foot or Placement on a Waiting List for Major Organ Transplant
- on the death of the Child Life Insured
- if the Child Cover benefit reduces to less than \$10,000
- from the Cover Expiry Date, if any
- when this Policy terminates

whichever happens first.

If we pay the Child Cover benefit for death we will not pay the benefit for any of the Child Trauma Cover conditions.

If we pay the Child Cover benefit for a Child Trauma Cover condition other than Coronary Artery Angioplasty, Serious Injury, Critical Care, Loss of One Hand or One Foot or Placement on a Waiting List for Major Organ Transplant, we will not pay the benefit for death or any other Child Trauma Cover condition.

If we pay a partial Child Cover benefit for Coronary Artery Angioplasty, Serious Injury, Critical Care, Loss of One Hand or One Foot or Placement on a Waiting List for Major Organ Transplant, the Child Cover benefit is reduced by the amount we have to pay (including any Child Cover Loyalty Bonus Benefit). If, as a result of this reduction, the Child Cover benefit would be less than \$10,000 the Child Cover Option will cease for the Child Life Insured.

### Child Trauma Cover conditions

#### Heart Disorders

- ✓ Heart Attack
- ✓ Out of Hospital Cardiac Arrest
- ✓ Coronary Artery Disease Requiring By-pass Surgery
- ✓ Coronary Artery Angioplasty
- ✓ Coronary Artery Angioplasty – Triple Vessel
- ✓ Surgery of the Aorta
- ✓ Cardiomyopathy
- ✓ Open Heart Surgery

#### Nervous System Disorders

- ✓ Stroke
- ✓ Major Head Trauma
- ✓ Muscular Dystrophy
- ✓ Paraplegia

## Child Trauma Cover conditions

### Nervous System Disorders

- ✓ Quadriplegia
- ✓ Hemiplegia
- ✓ Diplegia
- ✓ Tetraplegia
- ✓ Coma
- ✓ Encephalitis
- ✓ Bacterial Meningitis
- ✓ Subacute Sclerosing Panencephalitis

### Body Organ Disorders

- ✓ Cancer
- ✓ Benign Brain Tumour
- ✓ Blindness
- ✓ Chronic Kidney Failure
- ✓ Major Organ or Bone Marrow Transplant
- ✓ Placement on a Waiting List for Major Organ Transplant
- ✓ Severe Burns
- ✓ Loss of Speech
- ✓ Loss of Hearing
- ✓ Chronic Liver Disease
- ✓ Chronic Lung Disease
- ✓ Severe Rheumatoid Arthritis

### Blood Disorders

- ✓ Medically Acquired HIV
- ✓ Aplastic Anaemia

### Other Events

- ✓ Serious Injury
- ✓ Critical Care
- ✓ Loss of Limbs or Sight
- ✓ Loss of One Hand or One Foot

### Qualifying Period

In the case of a Child Trauma Cover condition which is Coronary Artery Disease Requiring By-pass Surgery, Coronary Artery Angioplasty, Coronary Artery Angioplasty – Triple Vessel, Cancer, Stroke or Heart Attack, if the procedure or the symptoms of the condition occurred, or the circumstances leading to the procedure or the condition became apparent, either before or within the first three months from:

- the Date Insured From

- the date of any increase to the Child Cover benefit other than by Automatic Indexation (in which case this restriction applies only to the amount of the increase)
- the date the Child Cover Option was first added or reinstated to this Policy or
- the date the Child Cover Option first applied to the Child Life Insured

we will not pay the Child Cover benefit under this Policy for that procedure or condition or for any other procedure or condition which is directly or indirectly caused by, or related to, that procedure or condition.

### *Replacement policies*

Where we have agreed to replace cover over an existing policy you may have, and your level of Child Cover benefit has not increased, the Qualifying Period for the same events will be the lesser of the Qualifying Period that applies under this Policy, and any unexpired qualifying periods under the policy being replaced (including qualifying periods applied to the policy after it went into force, for example, reinstatement or increases). Where the qualifying period under the policy being replaced has expired then we waive the Qualifying Period for the same event. Where the Child Cover benefit under this Policy exceeds that of the policy being replaced the full Qualifying Period will apply to the increased amount.

### *Partial payments*

The amount of the Child Cover benefit (excluding any Child Cover Loyalty Bonus Benefit) payable for any of the following:

- the procedure that is Coronary Artery Angioplasty
- Serious Injury
- Critical Care
- Loss of One Hand or One Foot
- Placement on a Waiting List for Major Organ Transplant

is the greater of:

- 10% of the Child Cover benefit
- \$10,000.

We will not pay the Child Cover benefit for the procedure that is Coronary Artery Angioplasty where the procedure occurs within six months after a prior procedure for which the Child Cover benefit was paid.

We will not pay the Child Cover benefit for Serious Injury, Critical Care, Loss of One Hand or One Foot or Placement on a Waiting List for Major Organ Transplant on more than one occasion for a Child Life Insured under this Policy.

### *Other insurances*

We may reduce the amount of the Child Cover benefit (to nil if necessary) if a benefit is payable in respect of the Child Life Insured under any other policies of insurance similar to the Child Cover Option.

The reduction will be calculated on the basis that the amount of the Child Cover benefit payable, when added to any other benefit payable in respect of the Child Life Insured, does not exceed \$250,000 or a greater amount at our discretion. We will not,

## Policy conditions

however, take into account in this calculation any benefit which you told us about before the Child Cover Option came into force.

If the amount of Child Cover benefit paid to you in these circumstances is less than the amount for which you have been paying premiums, we will refund the additional premium paid by you over the preceding twelve months based on the premium which would have applied to the Child Cover benefit actually paid out.

### Exclusions

No Child Cover benefit is payable under this Policy when:

- the Child Trauma Cover condition is caused directly or indirectly by any intentional self-inflicted injury or any attempt at suicide or
- the Child Life Insured's death or Child Trauma Cover condition is caused by a malicious act of the Child Life Insured's parent or guardian or by a malicious act of someone who lives with or supervises the Child Life Insured and who is acting in collusion with the Child Life Insured's parent or guardian.

No Child Cover benefit is payable under this Policy when the Child Life Insured (whether sane or insane) commits suicide within one year from:

- the Date Insured From
- the date the Child Cover Option came into force
- the date the Child Cover Option first applied to the Child Life Insured
- the date on which the Policy was last reinstated or
- the date of an increase to the Child Cover benefit (the exclusion will then apply only to the amount of the increase).

### Child Cover Loyalty Bonus Benefit

The Child Cover Loyalty Bonus Benefit applies where the words 'Child Cover Option' appear under the 'Additional Options' section in the Policy Schedule.

If, after the fifth anniversary of the Date Insured From (the fifth anniversary), the Child Life Insured dies or is found to have one of the Child Trauma Cover conditions and as a result a Child Cover benefit is payable under this Policy, the Child Cover benefit we pay will be increased by 5%.

If this Policy is reinstated in accordance with condition 4, we will, for the purposes of applying this condition, treat the reinstated Policy as a continuation of the original Policy on the following basis:

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

### Child Continuation Option

If, within 30 days before the Child Cover Expiry Date, the Child Life Insured asks us in writing to provide death and trauma cover under a new individual policy on his or her life, we will issue such a policy without evidence of insurability provided that:

- the cover which applies to the Child Life Insured under this policy ceases to apply from the Child Cover Expiry Date and no earlier
- we receive the first premium payable under the new individual policy before the Child Cover Expiry Date
- no benefit is, or is about to be, payable for the Child Life Insured under this Policy and no circumstances exist which, if the subject of a claim under this Policy, would result in a benefit being payable for the Child Life Insured under this Policy
- this Policy is still in force
- the premium payable in respect of the Child Life Insured's cover under this Policy is not overdue as at the Child Cover Expiry Date
- our minimum policy issue requirements are met
- our underwriting requirements for residency, occupation and pastimes are met and, if necessary, a non-smoking declaration is completed.

The death and trauma cover issued under this continuation option will be issued:

- under a new individual policy owned by the Child Life Insured that provides a death and trauma benefit no greater than the amount of the Child Cover benefit which applied to the Child Life Insured under this Policy on the day before the Child Cover Expiry Date
- effective from the day after the Child Cover Expiry Date and no earlier
- on the terms and at the premium rates current for the individual policy as at the time it is issued
- without the benefit of any of the optional features a person can select under the individual policy, such as Trauma Plus Cover, unless we agree otherwise
- with the same premium loadings, exclusions and special conditions that applied to the Child Life Insured under this policy
- on condition that there was, in respect of your application for the Child Life Insured's cover under this Policy, no misrepresentation, or failure to comply with the duty of disclosure, under the Insurance Contracts Act 1984 (Cth) or any comparable legislation.

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

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

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

The TPD Cover benefit ceases to apply:

- on payment of the benefit
- if the benefit reduces to less than \$10,000
- from the Policy Anniversary Date preceding the Life Insured's 80<sup>th</sup> birthday
- from the Cover Expiry Date, if any
- when this Policy terminates

whichever happens first.

Despite the above:

- if the TPD Cover benefit is paid for Partial and Permanent Disability, the TPD Cover benefit will not cease to apply on payment of the benefit, as provided for in the first bullet point above, but will be reduced by the amount of the benefit paid.

If, however, the TPD Cover benefit reduces to less than \$10,000 or one of the other bullet points apply then the benefit ceases to apply.

- if the TPD Cover benefit still applies on the Policy Anniversary Date preceding a Life Insured's 65<sup>th</sup> birthday, then from that date we will only pay a TPD Cover benefit if the Life Insured suffers from Loss of Independent Existence (as defined in condition 6).

#### *Effect on other benefits*

If a TPD Cover benefit is payable and there is a Trauma Cover benefit in force, the Trauma Cover benefit will be reduced by the amount of TPD Cover benefit payable.

If, as a result, the Trauma Cover benefit would be less than \$10,000 the Trauma Cover benefit will cease.

If a TPD Cover benefit is payable, any Life Care benefit will be reduced by the amount of TPD Cover benefit payable. The Life Care benefit then becomes subject to the Life Care Buy Back Benefit described on page 23 of this Policy.

If you are entitled to claim a TPD Cover benefit for Partial and Permanent Disability and the Life Insured's condition which gives rise to the claim also entitles you to claim a partial Trauma Cover benefit, the higher of the benefits will be paid but not both.

#### *Exclusions*

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

If:

- the Life Care benefit does not apply to the Life Insured under this Policy
- the Life Insured has suffered from a Day One Condition and
- the definition of Total and Permanent Disablement in respect of which a claim for the TPD Cover benefit is made requires, amongst other things, that as a result of one of these specific conditions the Life Insured has been absent from active employment or unable to perform domestic duties or child rearing and confined to the home

the TPD Cover benefit will not be payable in respect of that claim if the Life Insured dies from any cause within eight days of first being found to have had the relevant condition.

### **3.16 TPD Cover Loyalty Bonus Benefit**

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

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

If this Policy:

- is reinstated in accordance with condition 4 or
- is replaced by another policy (where we agree it is a replacement Policy)

we will, for the purposes of applying this condition, treat the reinstated Policy or the replacement Policy or, if this Policy is the replacement policy, this Policy will be treated as a continuation of the original Policy on the following basis:

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

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

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

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

- the complete and irrecoverable loss of use of both hands or of both feet or of one hand and one foot
- Blindness (as defined in condition 6) or
- the complete and irrecoverable loss of use of one foot or one hand and Partial Blindness (as defined in condition 6)

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

- 100% of that benefit
- \$250,000
- where the Life Care benefit applies to the Life Insured under this Policy, the amount by which the Life Insured's Life Care benefit exceeds their TPD Cover benefit at the time the Life Insured is first found to have that disability
- where the Trauma Cover benefit applies to the Life Insured under this Policy and the Life Care benefit does not apply, the amount by which the Life Insured's Trauma Cover benefit exceeds their TPD Cover benefit at the time the Life Insured is first found to have that disability.

# Policy conditions

## *Effect on other benefits*

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

## **3.18 Option to take out death cover**

This option applies where the words 'Total & Permanent Disability Cover' appear under the 'Plan Benefits' section in the Policy Schedule and neither the words 'Life Care' nor 'Trauma Cover' appear in that section.

If either of the following applies:

- a TPD Cover benefit becomes payable for the Life Insured which results in the TPD Cover ceasing and at that time neither the Life Care benefit nor Trauma Cover benefit applies to the Life Insured under this Policy ('the first option') or
- the TPD Cover benefit applying to a Life Insured ceases to apply from the Policy Anniversary Date preceding the Life Insured's 80th birthday and, on that date:
  - i) neither the Life Care benefit nor Trauma Cover benefit applies to the Life Insured under this Policy
  - ii) no TPD Cover benefit is, or is about to be, payable under this Policy and
  - iii) no circumstances exist which, if the subject of a claim for the TPD Cover benefit, would result in the TPD Cover benefit being payable for the Life Insured ('the second option')

we will, without requiring further medical evidence, issue you with Life Care (death cover) under a new individual policy on the Life Insured's life provided that:

- you give us notice in writing of the exercise of the first option after the first anniversary of the payment of the TPD Cover benefit but within 30 days of that first anniversary or you give us notice in writing of the exercise of the second option after the Policy Anniversary Date preceding the Life Insured's 80th birthday but within 30 days of that Policy Anniversary Date
- we receive the first premium payable under the new individual policy within the relevant 30 day period
- the premium payable in respect of the Life Insured under this Policy is not overdue as at the date the TPD Cover benefit ceases
- our minimum policy issue requirements are met
- our underwriting requirements for residency, occupation and pastimes are met and, if necessary, a non-smoking declaration is completed
- before you exercise this option we receive the Confirmation in the form required by us, if we issued this Policy pursuant to an electronic application via our online application facility.

The death cover provided for under this option will be issued:

- under a new individual policy owned by you that provides a death benefit no greater than the amount of the TPD Cover

benefit which applied to the Life Insured under this Policy on the day before the TPD Cover benefit ceased

- effective from the date you validly exercise the option and no earlier
- on the terms and at the premium rates current for the individual policy as at the time it is issued
- without the benefit of any of the optional features a person can select under the individual policy, unless we agree otherwise
- with the same premium loadings, exclusions and special conditions that applied to the Life Insured under this Policy.

## **3.19 Death Benefit**

This Death Benefit applies where the words 'Total & Permanent Disability Cover' appear under the 'Plan Benefits' section in the Policy Schedule and neither the words 'Life Care' nor 'Trauma Cover' appear in that section.

If:

- a Life Insured to whom the TPD Cover benefit applies, dies
- neither the Life Care benefit nor the Trauma Cover benefit applies to the Life Insured under this Policy when the Life Insured dies and
- no TPD Cover benefit is payable under this Policy when the Life Insured dies

we will pay you \$10,000.

## **3.20 Plan Protection Option (waiver of premium while disabled)**

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

The Plan Protection Option is only available if a Life Care benefit applies to the Policy.

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

While we are waiving premiums because of the Plan Protection Option:

- you cannot increase your cover under the Guaranteed Insurability Option (Personal Events), Guaranteed Insurability Option (Business Events) or Business Safe Cover Option
- the Automatic Indexation described on page 24 will cease to apply. Automatic Indexation will begin again on the Policy Anniversary Date immediately following the cessation of the waiver of premiums under the Plan Protection Option.

#### *Exclusions*

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

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

#### **3.21 Life Care Buy Back Benefit**

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

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

If a further claim is admitted during the Buy Back Period the cycle will revert to the beginning and the amount remaining to be reinstated will be increased by the further claim.

This Buy Back Benefit does not apply where the Life Care benefit is reduced because a TPD Cover benefit has been paid for Partial and Permanent Disability.

#### **3.22 Financial Planning Benefit**

The Financial Planning Benefit applies where the words 'Life Care', 'Trauma Cover' or 'TPD Cover' appear under the 'Plan Benefits' section in the Policy Schedule. The Financial Planning Benefit does not apply to the extent the Policy is owned by a trustee of a superannuation fund or such a trustee is a Nominated Beneficiary.

If we pay the Life Care benefit, Trauma Cover benefit or TPD Cover benefit, we will also reimburse the recipient or recipients of the benefit for the cost of approved financial planning advice obtained from an accredited adviser within twelve months after payment of the benefit.

For each Life Insured, the Financial Planning Benefit can only be claimed once and on payment of a claim the Financial Planning Benefit ceases for the claimant and all other potential claimants. The payment of the benefit is subject to our usual claim requirements including proof of the cost of the financial planning advice for which reimbursement is claimed.

The Financial Planning Benefit will be paid to claimants in the proportion to which they are entitled to the Life Care benefit, Trauma Cover benefit or TPD Cover benefit. We will not pay on account of this benefit more than \$5,000 for each Life Insured.

#### **3.23 Accommodation Benefit**

If:

- under this Policy a Terminal Illness Benefit, TPD Cover Benefit or Trauma Cover Benefit is payable
- on medical advice from a Medical Practitioner the Life Insured must stay more than 100 kilometres from his or her place of residence or travel to a place more than 100 kilometres from his or her place of residence
- the Life Insured is confined to bed due to the Terminal Illness, Total and Permanent Disablement or the condition in respect of which the Trauma Cover benefit is payable and
- an Immediate Family Member is accommodated near to the Life Insured (other than at the Immediate Family Member's home) or has to stay away from his or her home

an Accommodation Benefit will be payable of up to \$350 a day to help cover the costs of accommodating the Immediate Family Member. The Accommodation Benefit is payable for up to 30 days in any twelve month period.

The Accommodation Benefit ceases to apply:

- on the death of the Life Insured
- the Cover Expiry Date, if any
- when the Policy terminates

whichever happens first.

## 4. Indexation and premiums

### 4.1 Automatic Indexation

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

- 3%
- any percentage increase in the Consumer Price Index (CPI) (all groups – eight capital cities combined). To determine the change in the CPI we will compare the index figure published three months before your Policy Anniversary Date with the index figure published in the corresponding period one year earlier. If the CPI is not published, then we will use another index which we consider appropriate.

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

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

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

### 4.2 Policy premiums

#### Premium rate options

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

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

The premium rate option which applies will apply to all Insured Persons under the Policy and, subject to the terms of the option, for the duration of the Policy.

#### Level Premium Rate option

If the Level Premium Rate option applies, the word 'Level' appears as the 'Premium Type' in the Policy Schedule and, up until the Policy Anniversary Date preceding the Insured Person's 65th birthday, the premium payable under this Policy will not increase as an Insured Person gets older, but instead will be calculated with reference to the age next birthday of the Insured Person 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 or there is an increase under a Guaranteed Insurability Option

- 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 Insured Person as at the date the Event takes effect. Where the Event entails the provision of cover which is the subject of an indexed increase under this Policy, the increased premium payable with respect to the indexed increase will also be calculated with reference to that age. On and from the Policy Anniversary Date preceding the Insured Person's 65<sup>th</sup> birthday, the premium payable under this Policy will be determined as if the Stepped Premium Rate Option applied under this Policy from its inception.

#### Stepped Premium Rate option

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

#### Amount of premium

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

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

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

### 4.3 Charges

#### Policy Fee and Frequency Charge

A Policy Fee is charged which covers some of the administration costs of setting up and maintaining your Policy.

If you choose to pay your premiums more frequently than annually, a Frequency Charge will be applied to the annual premium amount.

The Policy Fee and Frequency Charge are as specified in 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.

If, on the date you applied for this Policy, you (either alone or with others) also applied for one of our Income Care, Income Care Plus or Business Overheads Cover policies ('the other policy') and that policy is issued by us, then a Policy Fee will not be payable under this Policy for as long as the other policy is in force. If, however, the other policy is issued by us on a date which is later than the date on which this Policy is issued, then the Policy Fee will be payable under this Policy for the period up to the first Policy Anniversary Date but, on and from that first Policy Anniversary Date, the Policy Fee will cease to be payable under this Policy for as long as the other policy is in force.

#### **4.4 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.

#### **4.5 Reinstatement**

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

- receipt by us of satisfactory evidence of health, occupation, pastimes or other information relevant to the reinstatement of the cover
- if we agree to reinstate the Policy, cover will only recommence from the date of reinstatement
- we may impose conditions for the reinstated cover and
- 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.

## 5. Claims

### **How to claim**

You must notify us in writing of any claim or potential claim within three months of the event that caused the claim. We will then send you a claim form.

### **Our requirements**

- You must give us proof which is satisfactory to us of the age of the Insured Person before we will pay any benefit under this Policy.
- We may ask you to provide us with, at your expense, additional information that we consider necessary to assess the claim and satisfy us of our liability to pay any benefit under this Policy.
- Payment of a benefit is subject to the Insured Person undergoing any medical examination (by a Medical Practitioner of our choice) or other examination which we consider necessary, at our expense.
- We may also require the Insured Person to provide us with an authority to obtain further medical information in connection with a claim.
- We are not responsible to see to the application of payments which we have made to you or which we have made in accordance with your instructions.

## 6. Medical definitions

Despite any other condition of this Policy, a Trauma Cover benefit is not payable in respect of the Trauma Cover conditions marked with an asterisk unless the words 'Trauma Plus Cover' appear under the relevant Life Insured's name in the Policy Schedule.

### 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.

#### Coronary Artery Angioplasty

The undergoing of coronary artery angioplasty that is considered necessary by a cardiologist to treat coronary artery disease. The cardiologist's opinion that the procedure is necessary must be supported by angiographic evidence.

#### Coronary Artery Angioplasty – Triple Vessel

Undergoing in the same procedure coronary artery angioplasty to three or more coronary arteries, where the procedure is considered necessary by a cardiologist to treat coronary artery disease.

#### 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 aneurism 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 6<sup>th</sup> 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.

# Policy conditions

## **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.

## **Multiple Sclerosis of limited extent**

The unequivocal diagnosis of Multiple Sclerosis as defined above but without the existence of persisting neurological abnormalities.

## **Muscular Dystrophy**

The unequivocal diagnosis of Muscular Dystrophy by a consultant neurologist.

## **Paraplegia**

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

## **Quadriplegia**

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

## **Hemiplegia**

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

## **Diplegia**

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

## **Tetraplegia**

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

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

Clinical diagnosis of Dementia (including Alzheimer's Disease) as confirmed by a consultant neurologist, psycho-geriatrician, psychiatrist or geriatrician. The diagnosis must confirm permanent irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified.

Significant cognitive impairment means a deterioration in the Life Insured's Mini-Mental State Examination scores to 24 or less and deterioration would continue but for any effective treatment. Dementia related to alcohol, drug abuse, or AIDS is excluded.

## **Coma**

A state of unconsciousness with no reaction to external stimuli or internal needs, resulting in a documented Glasgow Coma Scale score of 6 or less, with continuous assisted ventilation required for at least 72 consecutive hours. Medically induced coma is excluded.

## **Encephalitis**

The severe inflammation of brain substance which results in significant neurological sequelae causing either:

- a permanent loss of at least 25% whole person function (as defined in the 6<sup>th</sup> 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.

Encephalitis as a result of HIV infection 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.

## **Bacterial Meningitis**

The unequivocal diagnosis of Bacterial Meningitis resulting in a neurological deficit causing permanent and significant functional impairment. The Bacterial Meningitis must be caused by a proven organism.

## **Subacute Sclerosing Panencephalitis**

The unequivocal diagnosis of Subacute Sclerosing Panencephalitis.

## **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, including intraepithelial neoplasia, but not if:
  - the cancer is located in the breast and all breast tissue of the affected breast is removed or
  - the cancer is located in a testis
- 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.

## **Early-Stage Breast Cancer**

Diagnosis of carcinoma in situ of the breast.

## **Early-Stage Chronic Lymphocytic Leukaemia\***

The diagnosis of Chronic Lymphocytic Leukaemia (CLL) classified as Rai Stage 1 or less.

**Early-Stage Melanoma\***

The diagnosis of a malignant melanoma on biopsy, but excluding melanoma in situ.

**Early-Stage Prostate Cancer\***

The diagnosis of prostate cancer classified as TNM T1a or T1b, with a Gleason Score of 5 or less.

**Early-Stage Ovarian Cancer\***

Diagnosis of carcinoma in situ of an ovary.

**Early-Stage Cancer of the Fallopian Tubes\***

Diagnosis of carcinoma in situ (limited to tubal mucosa) of a fallopian tube.

**Early-Stage Penile Cancer\***

Diagnosis of carcinoma in situ of the penis.

**Surgical Removal of a Hydatidiform Mole\***

Surgical removal of a Hydatidiform Mole.

**Early-Stage Cancer of the Cervix Uteri\***

The diagnosis of Cervical Intraepithelial Neoplasia (CIN) of the cervix uteri, with a classification of at least CIN 2/3 (not including CIN 2 or less).

**Early-Stage Cancer of the Vagina\***

The diagnosis of a carcinoma in situ (or intraepithelial neoplasia) of the vagina.

**Early-Stage Cancer of the Vulva or Perineum**

Any tumour described by a histopathologist as carcinoma in situ of the vulva or perineum, which meets the criteria for classification as FIGO Stage I (including Stages IA and IB).

**Benign Brain Tumour**

A non-cancerous tumour in the brain giving rise to characteristic symptoms of increased intracranial pressure such as papilloedema, mental symptoms, seizures and sensory impairment as confirmed by a Medical Practitioner who is a consultant neurologist. The tumour must result in permanent neurological deficit:

- causing at least a permanent 25% impairment of whole person function (as defined in the 6th edition of the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment') or
- requiring cranial surgery for its removal.

The presence of the underlying tumours must be confirmed by imaging studies such as CT Scan or MRI. Cysts, granulomas, malformations in or of the arteries or veins of the brain, haematomas, and tumours in the pituitary gland or spine are excluded.

**Blindness**

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

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

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

**Partial Blindness\***

The permanent loss of sight in one eye due to Sickness or Injury to the extent that:

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

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

**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 Insured Person of:

- one or more of the following organs:
  - kidney
  - lung
  - pancreas
  - heart
  - liver
  - small bowel or
  - bone marrow.

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

*Placement on a Waiting List for Major Organ Transplant*

The Insured Person must:

- be diagnosed with a Sickness or Injury which necessitates a Major Organ or Bone Marrow Transplant (as defined above)
- meet the Recipient Suitability Criteria of an Organ Allocation Protocol of the Transplantation Society of Australia and New Zealand and
- be on a waiting list for the transplant of the relevant organ for at least six months

where 'waiting list' means the waiting list of a Transplantation Society of Australia and New Zealand recognised transplant unit.

The diagnosis, meeting the recipient suitability criteria of the Organ Allocation Protocol and placement on the waiting list, must be certified by an appropriate medical specialist.

**Severe Burns**

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

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

# Policy conditions

## **Loss of Speech**

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

## **Loss of Hearing**

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

## **Partial Loss of Hearing\***

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

## **Chronic Liver Disease**

Permanent liver failure resulting in permanent jaundice, ascites and/or encephalopathy.

## **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:
  - i) proximal interphalangeal joints in the hands
  - ii) metacarpophalangeal joints in the hands
  - iii) 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:
  - i) morning stiffness
  - ii) rheumatoid nodules
  - iii) erosions seen on X-ray imaging
  - iv) 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.

## **Severe Osteoporosis\***

The Life Insured suffers at least two vertebral body fractures or a fracture of the neck of femur due to osteoporosis and has a bone mineral density reading with a T-score of -2.5 or worse (i.e. 2.5 standard deviations below the young adult mean for bone density). This must be measured in at least two sites by dual energy X-ray absorptiometry (DEXA).

The Life Insured must suffer from this condition before he or she reaches his or her 50th birthday and must at that time be covered for the condition under this policy.

## **Pneumonectomy**

The medically necessary and appropriate removal of an entire lung on the recommendation of a specialist physician.

## **Blood Disorders**

### **Occupationally Acquired HIV**

Infection with Human Immunodeficiency Virus (HIV) where all of the following are satisfied:

- the HIV was acquired as a result of an accident, which accident occurred while the Life Insured was carrying out his or her normal occupational duties and while Trauma Cover applied to the Life Insured under this Policy and
- an HIV antibody test was taken by the Life Insured within seven days after the accident and the test was reported to us in writing within 30 days of the accident and
- the HIV antibody test produced negative results and
- sero-conversion indicating HIV infection occurred within six months of the accident.

Payment of a benefit under this Policy for Occupationally Acquired HIV is subject to:

- us having access to all blood samples taken by the Life Insured for the purpose of enabling us to conduct independent testing and
- the Life Insured providing us with such additional samples as we consider necessary.

Despite the above, a benefit will not be payable under this Policy for Occupationally Acquired HIV if:

- the infection with HIV is caused directly or indirectly by sexual activity or recreational intravenous drug use or
- before the accident occurred, the Australian Government recommended an HIV vaccine for use in the occupation of the Life Insured, which vaccine the Life Insured had not taken or
- before the accident occurred, the Australian Government approved a treatment which renders the HIV virus inactive and non-infectious to others.

## **Medically Acquired HIV**

Accidental infection with Human Immunodeficiency Virus (HIV) which we believe, on the balance of probabilities, arose from one of the following medically necessary events which must have occurred to the Insured Person in Australia by a recognised and registered health professional:

- a blood transfusion
- transfusion with blood products
- organ transplant to the Insured Person
- assisted reproductive techniques, or
- a procedure or operation performed by a medical/paramedical practitioner or dentist.

Access to all blood samples taken is required for independent tests, with the right to take additional samples as necessary.

A Trauma Cover benefit will not be payable in respect of Medically Acquired HIV if before the accidental infection occurred the Australian Government approved a medical treatment which if applied to the Insured Person would:

- render his or her HIV inactive and non-infectious to others
- prevent him or her from developing AIDS or
- where he or she has developed AIDS, cure the AIDS.

#### **Aplastic Anaemia**

This means bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment, with at least one of the following:

- blood product transfusions
- marrow stimulating agents
- immunosuppressive agents or
- bone marrow transplantation.

#### **Advanced Diabetes**

Severe diabetes mellitus (either Insulin or Non-Insulin dependent) as certified by a consultant endocrinologist and resulting in at least two of the following criteria:

- Severe Diabetic Retinopathy resulting in visual acuity uncorrected and corrected of 6/36 or worse in both eyes
- Severe Diabetic Neuropathy causing motor and/or autonomic impairment
- Severe Diabetic Nephropathy causing chronic irreversible renal impairment (as measured by a corrected creatinine clearance below the laboratory/ies measured normal range)
- Diabetic Gangrene leading to surgical intervention.

Diabetes Complication (as defined below) is excluded.

#### **Diabetes Complication\***

Diagnosis of Type 1 Insulin dependent diabetes mellitus as certified by a consultant endocrinologist and resulting in at least two of the following criteria:

- urinary protein excretion of more than 300mg per day
- diabetic retinopathy with a minimum severity of at least exudates and/or dot-blot haemorrhages
- persistent sensory neuropathy.

#### **Other Events**

##### **Serious Injury**

An Injury that has for the first time resulted in the Insured Person being confined to an acute care hospital for a period of 30 consecutive days (24 hours per day) under the full-time care of a registered Medical Practitioner. Injury as a result of alcohol or non-prescribed drug intake or other self-inflicted means is excluded.

##### **Critical Care**

An Injury or Sickness that has for the first time resulted in the Insured Person requiring continuous mechanical ventilation by means of tracheal intubation for ten consecutive days (24 hours per day) in an authorised intensive care unit of an acute care hospital. Injury or Sickness as a result of alcohol or non-prescribed drug intake, or other self-inflicted means is excluded.

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

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

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

#### **Loss of One Hand or One Foot**

The Insured Person has sustained, as a direct result of Injury or Sickness, the complete and irrecoverable loss of use of one hand or one foot.

#### **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.

#### **Partial and Permanent Disability**

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

- the complete and irrecoverable loss of use of one hand
- the complete and irrecoverable loss of use of one foot or
- Partial Blindness (as defined in this condition 6).

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# Memorandum of Transfer for assigning this Policy

The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 AFSL 235035 (CMLA)  
Level 1, 11 Harbour Street, Sydney NSW 2000.

Note: Before completing the Memorandum of Transfer please ensure that you have taken appropriate legal and taxation advice and understand any stamp duty and taxation liabilities that may be created. Registration of the Transfer by us should be sought as soon as possible after execution.

## Transfer 1

Date of transfer

/ /

Signature of transferor

Signature of witness

Transferee name in full

Transferee address

Postcode

Transferee occupation

Signature of transferee

Signature of witness

Date of registration of  
transfer by the Life Company

Signature of principal officer of the Life  
Company or person authorised by him/her

/ /

## Transfer 2

Date of transfer

/ /

Signature of transferor

Signature of witness

Transferee name in full

Transferee address

Postcode

Transferee occupation

Signature of transferee

Signature of witness

Date of registration of  
transfer by the Life Company

Signature of principal officer of the Life  
Company or person authorised by him/her

/ /

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## Notes

## Notes

**13 10 56**

8 am–8 pm (Sydney time)

Monday to Friday

**commisure.com.au**

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

