

MLC Super Group Insurance

PRODUCT DISCLOSURE STATEMENT

Preparation date: 8 February 2008

This Product Disclosure Statement
is issued by

MLC Nominees Pty Limited
ABN 93 002 814 959
AFSL 230702
RSE L0002998

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Trustee for The Universal
Super Scheme R1056778

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Welcome to MLC Super Group Insurance

This Product Disclosure Statement is designed to be used by both employers and employees. This PDS, which was prepared on 8 February 2008, provides important information about MLC Super Group Insurance. You should read it carefully.

Throughout this Product Disclosure Statement with the exception of the attached Employer Proposal Form:

| References to: | To be read as: |
|------------------------------------|--|
| MLC | MLC Limited either in its capacity as insurer or administrator of the MLC Super Group Insurance Plan on behalf of the Trustee. |
| 'member', 'you', 'your' | An insured employee of an employer or an insured member (including nominated spouses) of a group participating in MLC Super Group Insurance. |
| 'employer' | The employer or group that has established an <i>Employer Plan</i> in MLC Super Group Insurance for its employees and nominated <i>Spouses</i> . |
| 'Employer Plan' | The superannuation plan the employer has established in MLC Super Group Insurance for its employees and nominated <i>Spouses</i> . |
| PDS | Product Disclosure Statement. |
| the Scheme | The Universal Super Scheme of which MLC Super Group Insurance is a part. |
| The 'Trustee', 'we', 'us' or 'our' | MLC Nominees Pty Limited in its capacity as the Trustee of The Universal Super Scheme and the issuer of MLC Super Group Insurance. |

Important notes

- MLC Super Group Insurance is designed to help employers provide comprehensive life insurance cover for their employees in a superannuation environment.
- MLC Nominees Pty Limited is the issuer of MLC Super Group Insurance and Trustee of The Universal Super Scheme ('the Scheme'). As Trustee of the Scheme, MLC Nominees Pty Limited is responsible for the management of the Scheme. MLC Super Group Insurance is part of the Scheme. Your employer nominates you to become a member of the Scheme and MLC Super Group Insurance.
- The Trustee has appointed MLC to carry out the day-to-day management and administration of the Scheme. In addition, for each employer who establishes an *Employer Plan* in MLC Super Group Insurance, the Trustee obtains insurance cover from MLC. The benefit payable by the Trustee is limited to the insured benefit that is payable by MLC as the insurer.
- The trust deed for the Scheme, the relevant Policy Schedule applicable to the *Employer Plan*, the Policy Document (see page 3 'How does coverage under the MLC Master Policy Document work') and the PDS contain the full legal terms which govern the employer's and your interest in the Scheme and MLC Super Group Insurance. In the event of a difference between the Policy Document and this PDS, the terms as set out in this PDS prevail.
- Information in this PDS may change from time to time. Changes that are not materially adverse to information in this PDS will be updated and made available to you at www.mlc.com.au. Alternatively you can request a paper copy, which will be made available to you free of charge, by calling 132 652. You will also be advised of material changes or significant events in accordance with the Corporations Act 2001.
- This PDS only constitutes an offer to a person receiving it in Australia. It is not an offer, invitation or recommendation by the Trustee or MLC to apply for insurance in any other jurisdiction.
- Any advice in this PDS has been prepared without taking into account your personal objectives, financial situation or needs. Because of this, you should, before acting on any advice in this PDS, consider whether it is appropriate to your objectives, financial situation or needs.
- The MLC Super Group Insurance plan is designed purely for protection and is not a savings plan. It will never have a surrender or cash value.
- The Trustee and MLC are part of the National Australia Group's Wealth Management division, which as at September 2007 managed more than \$110 billion on behalf of individual investors and corporate customers.

An interest in MLC Super Group Insurance held through the Scheme does not represent a deposit with or a liability of the Trustee, National Australia Bank Limited (ABN 12 004 044 937) (AFSL 230686) or any of their related bodies corporate (other than a liability of MLC as insurer).

Neither the Trustee, National Australia Bank Limited or any of their related bodies corporate (other than MLC as insurer) guarantees or accepts liability in respect of the Plan.



MLC has achieved certification to the International Customer Service Standard (ICSS). The Customer Service Institute of Australia is an independent organisation that has recognised MLC as complying with the ICSS.

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MLC Super Group Insurance

About the product

Death cover and Total and Permanent Disability cover are available under MLC Super Group Insurance.

Employers who establish an *Employer Plan* in MLC Super Group Insurance enable their employees to access the insurance covers available in MLC Super Group Insurance.

If requested by the employer, *Spouses* of employees may be covered in the *Employer Plan* when agreed to and on terms and conditions set by MLC.

Employers can apply to establish an *Employer Plan* by completing the Super Group Insurance Employer Proposal Form attached to this PDS. If the application is approved, a Policy Schedule will be issued for the *Employer Plan*.

How MLC Super Group Insurance works

This section provides information on MLC Super Group Insurance and the life insurance policy issued by MLC to the Trustee.

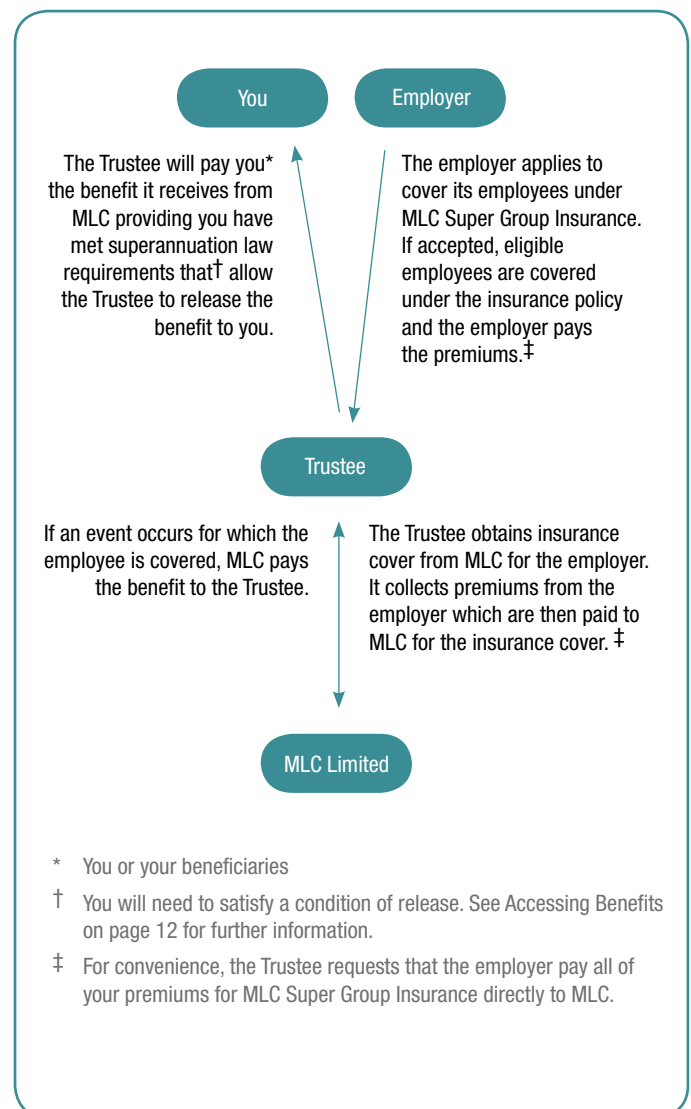
The Trustee obtains insurance cover for participating employers. Insurance is provided by MLC to the Trustee under a Master Policy (see page 3). If you are nominated by your employer for cover in respect of that *Employer Plan*, you become a member of The Universal Super Scheme ('the Scheme').

MLC charges the Trustee premiums for the insurance cover MLC provides to the Trustee for the *Employer Plan*. Because the insurance exists under superannuation, your employer makes superannuation contributions for you which the Trustee applies to pay the premiums on the insurance policy.

For convenience, the Trustee requests that your employer pays all the premiums for MLC Super Group Insurance directly to MLC.

MLC pays all insurance benefits payable under an *Employer Plan* to the Trustee. The Trustee will then pay the benefit to you or your legal personal representative or other beneficiary, in accordance with the Scheme's Trust Deed and superannuation law. See page 13 on the role and responsibilities of the Trustee.

The diagram below illustrates how the insurance policy held by the Trustee relates to an interest in MLC Super Group Insurance.



How does coverage under the MLC Master Policy Document work?

The Trustee obtains insurance for employers under the MLC Master Group Life and Salary Continuance Policy Document (known as the Master Policy Document).

The Master Policy Document sets out the general terms and conditions that apply to insurance cover provided by MLC. MLC will also issue a policy schedule to the Trustee which will set out the terms and conditions that apply specifically in respect of an *Employer Plan*.

The contract between the Trustee and MLC consists of the Master Policy Document, this PDS and the Policy Schedule issued in respect of each participating employer.

The features, terms and conditions as set out in the PDS prevail where there is a difference with the Master Policy Document.

The contract is between MLC and the Trustee. The Trustee is acting on your behalf and in your interests.



Insurance Benefits

Overview

The following is an overview of the basic terms and conditions of insurance.

Types of cover

An *Employer Plan* may be established in MLC Super Group Insurance with these types of cover:

| Type of Cover | When is the benefit paid? |
|---|--|
| 1. Death Only | A lump sum benefit is paid in the event of your death. |
| 2. Death and Total and Permanent Disability ('TPD') | A lump sum benefit is paid in the event of your death or if you become totally and permanently disabled. |
| 3. A combination of 1 & 2 if there are several categories within one <i>Employer Plan</i> | |

Cover Limits

The maximum insurance cover available is:

- \$5 million for Death cover; and
- \$2 million for TPD cover

The amount of TPD cover cannot exceed the amount of Death cover.

The death benefits will be reduced by the amount of any TPD benefit paid under the *Employer Plan*.

Benefit Amounts

The amount of cover is decided between the employer and MLC when the *Employer Plan* is established. The sum insured amount can be a multiple of salary or a formula based on salary and years of service to age 65.

Death & TPD cover

Death cover

In the unfortunate event of your death all benefits will be payable to your beneficiary(ies) or your legal personal representative in accordance with the Scheme's Trust Deed and superannuation law.

TPD Cover

A benefit may be payable if you become Totally and Permanently Disabled. TPD cover is only available in conjunction with Death cover and the benefit cannot exceed the Death benefit. A person will be Totally and Permanently Disabled and entitled to benefits if the definition of TPD is satisfied. Further, the TPD benefit can only be paid to you when you satisfy the relevant condition of release under superannuation law. Please read the section titled 'Accessing Benefits' on page 12 for more information.

Different definitions apply for TPD cover depending on your employment.

TPD definitions

'Total and Permanent Disability' (TPD) means:

- you are suffering the permanent loss of use of two limbs or the sight of both eyes or the permanent loss of use of one limb and the sight of one eye (where limb is defined as the whole hand or the whole foot); or
- you have been absent from your *Occupation* solely through Injury or Illness for six consecutive months and after which time you have become in MLC's opinion, after consideration of all evidence obtained, incapacitated to such an extent as to render it unlikely that you will ever engage in any gainful profession, trade or *occupation* for which you are reasonably qualified by reason of education, training or experience; or
- you are engaged in permanent employment and working less than 15 hours per week: having been absent from your *Occupation* solely through Injury or Illness for six consecutive months, and after which time you have in MLC's opinion, after consideration of all evidence obtained, suffered a total and irreversible inability to perform at least two of the *Activities of daily living* (these activities are listed on page 20); or
- where your *Occupation* is classified as 'Home Duties', having been incapacitated through Injury or Illness for six consecutive months and after which time you are rendered, in MLC's opinion after consideration of all evidence obtained, unable to ever again attend to any normal physical domestic household duties.
 - 'Illness' means a sickness, disease or disorder.
 - 'Injury' means bodily injury which is caused by accidental means independently of any other cause.

TPD tapering

Unless otherwise agreed, your TPD cover will automatically decrease by 20% per annum, commencing at 4 years before you attain age 65 or the retirement age nominated by your employer, whichever is earlier.

Cover for Spouses

This is only available if the *Employer Plan* is established to cover both employees and their *Spouses*.

Each *Employer Plan* that provides cover for *Spouses* will have certain eligibility criteria tailored to meet the needs of the *Employer Plan*. Tailoring may, for example, limit cover for those with the *Occupation* of home duties and impose benefit limits.

All nominated *Spouses* will need to be assessed by MLC for insurance cover and MLC will require medical and/or financial information for assessment.

Subject to special terms and conditions which may apply to *Spouses* covered under an *Employer Plan* and/or individually to the *Spouse*, the information in this PDS also applies to *Spouse* cover.

What is not covered?

Benefits are not payable for:

- Death or TPD due directly or indirectly from war (whether declared or not) or any act incidental to war.

Worldwide cover

Your cover under the Policy will apply 24 hours a day, 7 days a week on a worldwide basis.

Leave of absence

If you take unpaid leave of absence that has been approved by MLC, Death and TPD cover (where applicable) may continue for up to 12 months provided premiums continue to be paid. Cover will not continue for leave taken to join the armed forces, or leave to engage in other gainful employment or business activity. Approval is not required for maternity or paternity leave of up to one year.

Who is eligible for cover?

To be eligible for cover under the MLC Super Group Insurance Policy you must meet the following criteria:

- Engaged in *Full time*, *Permanent part time* or *Fixed Term Employment* and working a minimum of 15 hours per week; and

- between 15 and 64 years of age; and
- an Australian resident who is eligible to work in Australia at the time of acceptance for membership, unless otherwise agreed by MLC in writing; and
- your Tax File Number is provided (see Page 15 'Should I provide my TFN?').

If you are a *Permanent part time* employee working less than 15 hours per week or a *Casual* employee you are eligible for limited insurance cover, as follows:

- *Casual* workers are not covered for TPD, but can be covered for Death only.
- *Permanent part time* employees working less than 15 hours per week are eligible for Death and TPD cover. TPD cover is provided under definition 'c' (see TPD definitions on page 4).

Seasonal or non fixed term *Contract* workers are not eligible for any insurance cover.

There may be specified eligibility criteria which the employer arranges in the *Employer Plan* and are agreed with MLC. Certain *Occupations* may be excluded from any cover or TPD cover.

Nominated *Spouses* of employees may also be covered under the *Employer Plan*. Please see 'Cover for Spouses' section on this page for information.

Premiums

Premiums for MLC Super Group Insurance will be held in a trust account until processed or returned. Any interest earned on monies in the trust account will be retained and will not be credited to the employer or member.

Cost of Insurance cover

The cost of insurance cover is met by the employer. A tailored table of insurance premium rates will apply to the *Employer Plan* depending on a number of factors. Pricing may be based on a unit rate applicable to all employees or age rates applicable to individuals, depending on the size of the plan. *Spouse* cover will always be costed on age rates. The minimum annual premium for an *Employer Plan* is \$10,000.

Pricing for the *Employer Plan*

The premium for the types of insurance and the amount of insured benefits the employer requires will be calculated by MLC.



Insurance Benefits continued

The amount of the premium will differ according to circumstances, including but not limited to the types of cover that the employer selects, and the following factors:

- The level of cover – This is determined from the applicable formula at the time of plan commencement and when there has been a change in notified salaries and/or age as applicable.
- Age – Premiums generally increase with age.
- Gender – premium rates may vary depending on the gender of the member.
- Occupation – premium rates may vary depending on the member's occupation. MLC or the *Plan Adviser* can provide more information.
- Prior claims history – if cover is effected under transfer arrangements, a prior history of claims may impact the premium rates.
- Adviser remuneration – refer to 'Adviser Remuneration' on this page.

All MLC's products are input-taxed which means there is no GST charged on the insurance premium.

The premiums MLC charges will include Stamp Duty. A premium loading will apply if paying premiums by any frequency other than annually. A 6% loading is charged on monthly and quarterly premiums and 3% on half yearly premiums.

Pricing for employees who exceed or are ineligible for the Automatic Acceptance Level

If an employee is not covered under *Automatic Acceptance* or their cover exceeds *Automatic Acceptance* and they are required to be assessed for cover (see page 8 for information about assessment for cover), premiums in respect to that cover or excess cover are paid by the employer. Premium rates will be determined from the unit rate or age rates as applicable and may require a higher premium based on, but not limited to:

- Smoking status – premium rates are more expensive for smokers.
- Medical history – premium rates may vary depending on state of health and/or family medical history.
- Lifestyle and leisure activities – premium rates may vary depending on pastimes. The greater the associated risks, the more expensive the premiums for the particular employee or *Spouse*.

When MLC can change premium rates

Tailored rates generally remain fixed for a period of three years from the commencement of the *Employer Plan*. Tailored rates will not vary during this time unless:

- The number of insured members in the *Employer Plan* changes by more than 25%; or
- There are changes to the *Occupations* of insured members; or
- There are changes in the countries in which insured members are located; or
- There are changes in other circumstances affecting the insured members, which in MLC's opinion leads to a significant change in the risk; or
- There is a change in any government charge, licence fee, tax or any other impost that is directly attributable to the policy; or
- Premium rates may increase for any or all members in the *Employer Plan* if there is an invasion or outbreak of war (whether declared or not) in Australia, New Zealand or a member's country of residence.

However an alteration to the rates can only be made once in any 12 month period. The tailored insurance premium rates that apply to the *Employer Plan* may be altered following the expiry of the fixed rate guarantee period. The employer will be notified of any variation at least 30 days prior to the changes taking effect.

Adviser remuneration

The *Plan Adviser* providing advice about MLC Super Group Insurance may receive payment ('remuneration') for advice on the issue of the product. The *Plan Adviser* has to meet his or her expenses from this remuneration and also relies on it to provide him or her with an income.

Up to 30% pa (inclusive of GST) of insurance premiums may be paid as commission as agreed between the employer and the *Plan Adviser*. Commissions payable to the *Plan Adviser* are directly factored into premium costs. The *Plan Adviser* is obliged to disclose their level of remuneration to the employer.



Automatic Acceptance

Automatic Acceptance means that you may be covered by insurance up to a specified limit (the *Automatic Acceptance* limit) without having to be assessed for cover or provide assessment evidence.

Automatic Acceptance limits are tailored for the *Employer Plan*.

Providing your insurance cover remains within the *Automatic Acceptance* limit for your *Employer Plan*, your insurance cover may increase by a maximum of 20% within any 12 month period. Any increases in excess of 20% and/or above the *Automatic Acceptance* limit must be approved in writing by MLC. MLC may require medical and financial evidence for assessment, see 'Provision of medical and/or financial evidence when being assessed for cover' on page 8.

When does Automatic Acceptance cover start?

New employees

When there is an *Automatic Acceptance* agreement in place for your *Employer Plan*, your cover will automatically commence on the date you start work with the employer provided that:

- We receive notification from the employer of your membership nomination within 60 days of the date you commenced employment; and
- You are 'At Work' on your first day of commencing employment; and
- The requirement that at least 75% of all persons eligible for cover are insured under the *Employer Plan* is met; and
- You satisfy the eligibility conditions of the *Employer Plan* (see page 5, 'Who is eligible for cover?').

If you do not meet all of these conditions, you will need to provide medical and/or financial evidence to be assessed for cover. See 'Provision of medical and/or financial evidence when being assessed for cover' on page 8.



Automatic Acceptance and Assessment for cover continued

Assessment for cover

When do you need to be assessed for cover?

You will generally need to be assessed for insurance cover if:

- your insurance cover has been cancelled for any reason and your employer wants your cover reinstated; or
- *Automatic Acceptance* applies to the *Employer Plan* but:
 - you did not meet all of the conditions outlined in the section ‘When does Automatic Acceptance cover start?’ on page 7; or
 - if your benefit amount increases by more than 20% in any 12 month period;* or
 - the insurance cover nominated is above the *Automatic Acceptance* limit*

Note: All nominated *Spouses* need to be assessed for cover.

* Assessment is only required on the amount of cover above the Automatic Acceptance limit.

You need to complete a Personal Statement and may need to supply medical and/or financial evidence as may be requested by MLC. Cover will commence when the application is accepted by MLC in writing and cannot be backdated. MLC may decline the application or offer cover at a higher premium or with certain conditions. Your *Plan Adviser* may be able to provide you with more information on what may affect the availability of cover.

If your assessment application is not accepted any premium received for the assessed cover will be refunded to the employer via the Trustee.

If your assessment application is accepted, you will receive a notice of acceptance from MLC. Any additional premium will be paid by the employer.

Provision of medical and/or financial evidence when being assessed for cover

When you are assessed for cover it may be necessary for you to supply medical and/or financial information or undergo medical examination at MLC’s request.

The usual medical requirements for cover outside of any *Automatic Acceptance* are set out in the opposite table. Please note that these are MLC’s minimum requirements and additional requirements may be requested.

Death and TPD

| Sum insured | Medical Requirements |
|--|---|
| Up to \$750,000 | Personal Statement |
| \$750,001 to \$1,000,000 | Personal Statement Blood Screen (including HIV (AIDS) antibody test, Multiple Biochemical Analysis (MBA), Hepatitis B & C Serology test) |
| \$1,000,001 to \$2,000,000 (TPD maximum sum insured) | Personal Statement Blood Screen (including HIV (AIDS) antibody test, Multiple Biochemical Analysis (MBA), Hepatitis B & C Serology test) Medical Examination by the member’s usual doctor or Lifescreen |
| \$2,000,001 to \$5,000,000 (Death only cover maximum sum insured) | Personal Statement Blood Screen (including HIV (AIDS) antibody test, Multiple Biochemical Analysis (MBA), Hepatitis B & C Serology test) Medical Examination and Resting Electrocardiogram by a Specialist Physician nominated by MLC Private Medical Attendants Report (PMAR) to be arranged by MLC |

Financial Requirements

For larger sums insured, MLC reserves the right to request financial evidence. As a guide, members who need to be assessed for Death cover of more than \$2,000,000 must provide additional evidence in support of the application. This can be provided by completing MLC’s Financial Questionnaire.

If you are not eligible for cover under *Automatic Acceptance* and need to be assessed for insurance cover, or assessed for excess benefits above the *Automatic Acceptance* limit, you will need to submit the above relevant requirements. MLC has discretion on whether to approve the cover, and/or any increase in cover. MLC will notify you of its decision after assessment of the forms and information has been completed. If MLC accepts the cover, you will be advised of:

- any conditions applied to the cover; and
- when cover starts; and
- if MLC has agreed to the *Automatic Acceptance* of future increases in cover and the amount of such increases.

MLC will notify you of any nomination for membership or application for cover in excess of the *automatic acceptance* limit that is rejected or which will only be accepted on special terms and conditions.

MLC will provide Interim Accident Insurance to members up to maximum period of 90 days while their assessment for cover, or an increase in cover, is being considered. The terms and conditions applicable to this Interim Accident Insurance are set out on page 22 of this Product Disclosure Statement.

MLC may accept or reject the request for cover, or increased benefits, as MLC sees fit. No insurance cover will take effect (apart from Interim Accident Insurance) before MLC provides a notice of acceptance.

24 hours a day coverage

Once your insurance cover has commenced, cover will apply 24 hours a day, 7 days a week. Your cover continues until you reach age 65 (TPD Tapering will apply from age 60, see page 5 for more details), or are no longer an eligible member as outlined in the section titled 'Cessation of insurance cover' on page 10.

Duty of Disclosure

The Trustee has a duty, under the Insurance Contracts Act (1984), to disclose to MLC as the insurer, every matter the Trustee knows, or could reasonably be expected to know, that is relevant to MLC's decision whether to accept the risk of the insurance, and if so, on what terms. The Trustee has the same duty to disclose those matters to MLC before such a contract of life insurance is extended, varied or reinstated. The duty, however, does not require disclosure of a matter:

- That diminishes the risk to be undertaken by the insurer;
- That is of common knowledge;
- That the insurer knows or, in the ordinary course of business, ought to know; and
- For which the duty of compliance is waived by the insurer.

Because the Trustee is taking out insurance for the *Employer Plan* you have joined, the Trustee requires you to make full disclosure to MLC on the same basis.

Non Disclosure

If an employer, employee or *spouse* fails to comply with this Duty of Disclosure and MLC would not have entered into a contract or provided cover on any terms if the failure had not occurred, the insurer may avoid the contract within three years of entering into it.

If the non-disclosure is fraudulent, MLC may avoid the contract at any time.

If MLC is entitled to avoid a contract of insurance, it may, within three years of entering into it, elect not to avoid it but reduce the sum that you have been insured for in accordance with a formula that takes into account the premiums that would have been payable if all relevant matters had been disclosed to the insurer.

Duty of Disclosure continues until the contract of insurance has been accepted by MLC. It also applies if the contract is extended, varied or reinstated.



General Information

Cessation of insurance cover

Your death cover will cease 30 days from the date that you leave employment. If you are a *Casual* employee, your Death cover will cease on the same date you leave employment.

Your TPD cover will cease on the date you leave employment.

Your insurance cover will cease when:

- You reach age 65; or
- You cease to be a member of the *Employer Plan*; or
- On the day before you commence duty with the Armed Services of any country, excluding the Australian Army Reserve; or
- Premiums are not paid in respect of your cover.

If premiums are not paid within 30 days of the due date, MLC may cancel an *Employer Plan's* cover by written notice to the employer. An exit statement will be sent to you if cover ceases.

Your insurance cover will cease on the cancellation or termination of the MLC Master Policy Document.

When your insurance cover ceases, you are no longer entitled to be paid a benefit and you cease to have an interest in MLC Super Group Insurance.

Continuation Option

When you cease to be employed by your employer you can choose to continue the benefits you had in the *Employer Plan*, subject to certain conditions. A Continuation Option is an option to 'continue' the same level of insurance benefits by replacing your existing insurance cover, provided within the *Employer Plan* with an insurance product which MLC offers for the purpose of this continuation option, provided certain conditions are met.

You have 60 days from the date you ceased to be employed by the participating employer to exercise a continuation option to an MLC personal policy, inside or outside of super, by sending MLC a completed application along with the first premium.

You can exercise a continuation option provided that:

- You have ceased to be employed by the participating employer; and
- You were insured as a member of the *Employer Plan*; and
- MLC receives notification of your termination with your employer within 60 days of you ceasing employment; and
- For TPD insurance you must be commencing *full-time employment* within 90 days of the cover ceasing under the *Employer Plan*; and
- You are over the age of 18 and less than 60 years of age; and
- The sum insured to be continued is no more than your current level of cover; and
- You have not ceased to be a member because of duty in the armed forces; and
- Any loadings, exclusions and/or restrictions that currently apply are continued.

A Continuation Option is not available if you are receiving or have become entitled to receive benefits under the *Employer Plan* or any other insurance policy for injury or illness.

If you satisfy all these conditions and your request to continue your cover is accepted by MLC, the new premium rates that apply will be calculated based on the usual premium rates that apply to the alternative MLC insurance product you selected (plus any loadings that may apply) at the time MLC accepts your request and issues you with a policy.

Spouses covered under the *Employer Plan* and who separate from the employee member and/or otherwise and are no longer covered under the *Employer Plan* may also continue their cover on the same terms set out in this section.

For further information please contact MLC on 132 652.

What are some of the key risks?

Please read the following information carefully as it may apply to the insurance policy you will be covered by when you obtain an interest in MLC Super Group Insurance.

Incorrect or inadequate cover

While insurance benefits generally do help reduce economic loss, there is a risk that an insurance product may not be suitable or adequate for your needs and it is possible that you or your family could be financially disadvantaged at claim time. To help prevent this you should read this PDS carefully. We also recommend you consult a financial adviser to thoroughly assess your insurance needs so that the type and amount of insurance is appropriate to your circumstances; and not cancel any existing personal insurance until you are certain the cover provided under the *Employer Plan* suits your needs.

Replacing insurance

For employers who are replacing insurance, it is recommended they not do so until they are aware of the difference in cover between the existing and replacement policies and only cancel existing insurance arrangements when the replacement insurance is in place. There are risks that the new insurance may not provide cover that is present under the existing insurance arrangements or that employees may be without cover if the new insurance cannot be issued and the existing cover has been lapsed or cancelled. However, once replacement cover is in place the existing cover must be cancelled if the Trustee was advised that would happen.

Cooling Off Rights

A 14 day cooling off period applies for employers who apply to establish an *Employer Plan* in MLC Super Group Insurance and cover has been accepted by MLC. The insurance cover may be cancelled and premiums paid will be refunded provided notification is received by MLC within 14 days of the commencement of the cooling off period.

The cooling off period commences for the employer upon receipt of the Policy Schedule or the end of the *fifth business day* after the Policy Schedule was issued, whichever occurs first. If notice is received within the cooling off period, MLC will cancel the insurance policy for the *Employer Plan* in accordance with the request.

The cooling off period terminates immediately if the employer or an insured member acts in a manner confirming an interest or rights under the *Employer Plan*.

Making a claim

All benefits payable under the *Employer Plan* will be paid to the Trustee and then passed onto you or your beneficiary(ies), as determined by the Trustee.

You or your legal representative must notify MLC in writing (to the address on the back cover of this PDS) as soon as is reasonably practicable of an event giving rise to a Death or TPD claim. Your claim must include proof of the occurrence of the relevant event and of your age. MLC may ask for further proof if required. If MLC doesn't accept the claim, MLC will state the reasons why. If any claim is notified to MLC in writing more than one year after the event giving rise to the claim and the delay results in MLC's interests being prejudiced, MLC may not accept liability.

For death claims we will take into consideration the type of beneficiary nomination (if any) that you make and the resulting obligations of the Trustee. Refer to page 12 for further information on 'Nominating a beneficiary'.

The payment of the insured amount is subject to the acceptance of your claim by the insurer.

The amount of your insurance cover is calculated by reference to information about your salary and age provided by your employer. MLC is reliant on the employer's information and notification of any changes. In the event of a claim, the benefit payable may be based on your salary as was last advised by the employer or salary as at the last review date where there was no notification and no additional premium paid for any increases in salary.



Accessing benefits

Superannuation payment rules apply

Government regulations restricting payments from superannuation funds apply to all benefits paid under the *Employer Plan*. You will need to satisfy a *condition of release* in order for a benefit to be paid to you.

For permanent incapacity, this means the Trustee may not pass benefits to you until it has satisfactory proof that you will never be able to work in any *Occupation* you are reasonably suited to by education, experience or training.

Nominating a beneficiary

Nominating a beneficiary for your death benefit

When paying death benefits, the Trustee is restricted to paying your benefit to your legal personal representative or dependants as outlined below:

- Your legal *spouse* (including a de facto spouse but not same sex partner) and/or children (including step, adopted and ex nuptial children); or
- Individuals who are financially dependent on you at the time of your death; or
- Your legal personal representative who has been granted probate under your will or a person(s) granted letters of administration for your estate if you die without having left a will; or
- Someone in an *interdependency relationship* with you.

If there is none of the above, then the Trustee may pay the benefit to another person in accordance with superannuation law.

Options for nominating a beneficiary

There are two ways to nominate a beneficiary or beneficiaries in relation to MLC Super Group Insurance. You can make:

1. a Non-lapsing beneficiary nomination binding on the Trustee; or
2. a Nomination subject to Trustee discretion.

Non-lapsing beneficiary Nominations binding on the Trustee

To make a Non-lapsing beneficiary nomination binding on the Trustee you must complete the 'Non-lapsing beneficiary nomination binding on the Trustee' section of the Beneficiary Nominations Form for Employees at the end of this PDS.

Your nominated beneficiary(ies) must be a dependant(s) or your legal personal representative.

The Trustee needs to consent to your nomination and will pay your death benefit to your nominated beneficiaries in the portions indicated providing you have properly completed the form and providing the nominated beneficiaries are your dependants or legal personal representative at the date of death.

If any nominated beneficiary is not a dependant at the time of your death, that beneficiary's portion will be subject to Trustee determination.

The nomination will not expire and is effective until you change or cancel it. If your personal circumstances change you should ensure that you update your nomination. You can amend your Non-lapsing beneficiary nomination binding on the Trustee using the 'Updating your details' form. The form is provided as part of your Welcome Kit or can be obtained by calling MLC on 132 652.

It is also available at www.mlc.com.au

You will be reminded annually of any nomination you have made.

Nominations subject to Trustee discretion

If you make a Nomination subject to Trustee discretion, the Trustee will have discretion over who will receive the benefit in the event of your death. The Trustee will generally take your nominated beneficiaries into account, but depending on your circumstances at the time of your death and the circumstances of potential beneficiaries, the Trustee may decide to pay your death benefit differently.

You may nominate your preferred beneficiary(ies) on the 'Updating your details' form provided as part of your Welcome Kit or by calling MLC on 132 652. It is also available at www.mlc.com.au.



It is important you keep your nomination up to date in line with your personal circumstances. You can cancel or change your nomination at any time. To do this, please contact MLC on 132 652.

Where no nomination is made

If you don't make a beneficiary nomination, the Trustee will decide who receives your benefit in the event of your death and may pay to any one or more dependants or your legal personal representative. Refer to 'Nominating a beneficiary for your death benefit' on page 12, for the types of dependants to whom the Trustee may pay your benefit.

You should speak to your financial adviser, estate planner or legal adviser to determine which type of nomination will best suit your circumstances.

Trustee responsibilities

Please read this important section to understand the role and the specific areas of responsibility given to the Trustee. The Trustee is responsible for the operation of the Scheme, including the management and administration of the policy. The Trustee is subject to many duties under the legislation, including the duty to:

- act honestly
- exercise care and diligence, and
- exercise its powers in the best interests of members generally.

The Trustee is also responsible and has the authority to:

- generally manage the Scheme in the interest of the members as a whole, which is practically unrestricted
- amend the Trust Deed
- terminate the Scheme
- be appointed as each member's attorney, and
- recover tax from members, contributions or recipients of benefits.

The Universal Super Scheme

When you obtain an interest in MLC Super Group Insurance, you become a member of the superannuation plan known as The Universal Super Scheme (the Scheme). The Scheme is a complying superannuation plan as it has not been issued with, and does not expect to be issued with, a notice of non-compliance. MLC Nominees Pty Limited is the Trustee of the Scheme.

The Trust Deed

The rights and obligations of members are governed by the Scheme's Trust Deed, the insurance policy and this PDS, but are also affected by other laws including the Superannuation Industry (Supervision) Act 1993 and the Corporations Act 2001.

The Trust Deed is governed by the Trustee. The Trustee acts on behalf of and in the interests of the members.



Policy Committees

What is a Policy Committee?

A Policy Committee gives you and your employer a convenient way to inquire into, and understand, the *Employer Plan* and to give the Trustee your views on these matters. It also allows the Trustee to obtain views from members about their information needs and to deal with complaints or enquiries about the operation or management of the Plan.

The Policy Committee should have an equal number of employer and employee representatives.

Where a Policy Committee has been established for your *Employer Plan*, it should meet at least once in any 12 month period. However, if for any reason your Policy Committee is no longer necessary, it may dissolve itself.

When is a Policy Committee required?

Employer plans with 50 or more members are required to establish a Policy Committee. If a Policy Committee exists for your *Employer Plan*, members will be able to vote for their representatives. *Employer plans* with 5 to 49 members inclusive, may establish a Policy Committee, but are not obliged to do so unless 5 members request in writing that a Policy Committee be established. The Trustee will assist you to set one up should this occur.



General questions you may have about insurance and super

Taxation

This taxation information is of a general nature only and is based on tax laws that were current at the preparation date of this PDS. As different members have different circumstances, MLC and the Trustee recommend you seek professional advice regarding your own taxation position. In addition you can obtain information from the ATO website at www.ato.gov.au

Limits to making superannuation contributions

There are limits on the amount of contributions you or your employer can make to superannuation in any financial year and penalties apply if you exceed the limits. Contributions include superannuation contributions by an employer for the purposes of providing insurance cover.

How are contributions classified for tax purposes?

Contributions to superannuation are generally classified as either 'concessional' or 'non-concessional' contributions.

- *Concessional contributions* include, but are not limited to, contributions from your employer (*including salary sacrifice*) or if you are eligible, personal contributions for which you claim a tax deduction.
- *Non-concessional contributions* most commonly include your personal contributions for which you do not claim a tax deduction and contributions made by your *spouse* on your behalf.

What is the limit on how much can be contributed to my super?

Concessional and *non-concessional* contributions are generally subject to the following limits:

Limits on *concessional* contributions

| Age on last day of the financial year | Limit pa Concessional contributions |
|---------------------------------------|---|
| Less than 50 | \$50,000 ¹ |
| 50 and over | \$100,000 (only mandated employer contributions can be made from age 75) ² |

Limits on *non-concessional* contributions

| Age on last day of the financial year | Limit pa Non-concessional contributions |
|---------------------------------------|--|
| Less than 65 | \$150,000 ¹ per annum or a 3-year limit of \$450,000 ¹ |
| 65 and over but less than 75 | \$150,000 ¹ |
| 75 and over | Not eligible to make non-concessional contributions |

¹ This limit applies from 2007/2008 and will be indexed periodically. Once triggered, the '3-year' non-concessional limit is not indexed.

² This limit is not indexed and will apply up to 30 June 2012. From 1 July 2012, the indexed \$50,000 limit will apply.

Your financial adviser can explain more about the types of contributions that fall into each category and the limits that may apply.

Should I provide my Tax File Number (TFN)?

It is a requirement of membership of the *Employer Plan* that a tax file number is provided for each member. Upon establishment of the *Employer Plan*, all member TFNs must be received. New members will not be accepted without a TFN. In the event member information is received without a TFN, no insurance cover will be provided as part of arrangements relating to the *Employer Plan* and your nomination as a member.



General questions you may have about insurance and super continued

Your TFN will be provided by the employer to MLC. You should also be aware that:

- MLC and the Trustee are authorised to collect your TFN under the Superannuation Industry (Supervision) Act 1993.
- It is not an offence to decline to notify us of your TFN.
- MLC and the Trustee are allowed to use your TFN only for lawful purposes, in particular if paying out monies, identifying and amalgamating superannuation benefits for surcharge purposes and for other approved purposes. The approved purposes and the consequences of not notifying a TFN may change in the future as a result of legislative changes.
- Your TFN will be disclosed to the Commissioner of Taxation. Your TFN will also be passed to another superannuation provider if your benefits are being transferred, unless you inform MLC and the Trustee in writing not to pass on your TFN. Your TFN will not otherwise be disclosed to any other person.

How does tax apply to contributions?

Tax on contributions generally

Contributions are generally either tax-free or taxed at a rate of 15%. The main types of contributions that are taxed at a rate of 15% are *concessional contributions*. In MLC Super Group Insurance, generally, as all contributions are used to pay for the cost of insurance cover which is fully deductible to the scheme, the net effect is that no *contributions tax* applies.

Tax on contributions that exceed the contribution limits

If you exceed the contribution limits significant penalty taxes may be charged by the ATO at the rate of 31.5% for excessive *concessional contributions* and 46.5% for excessive *non-concessional contributions*. Also, excess *concessional contributions* count towards your non-concessional limit, so if you exceed both limits then the ATO may charge both lots of penalty tax.

If you are issued with a tax assessment from the ATO relating to excess concessional contributions, you will need to pay the amount due to the ATO within 21 days.

These limits apply across all of your superannuation. Your financial adviser can explain more about how to handle the total amount of contributions of both types and whether it may be an issue in your circumstances.

Tax on lump sum TPD benefits

If you are 60 years or over your TPD benefit will be tax-free.

Similarly, if your total and permanent disablement is due to a terminal illness and you meet certain requirements, it may be possible for the benefit to be withdrawn from your super tax free. In all other cases, all or part of your TPD benefit will be taxable up to a maximum rate of 21.5% including the Medicare Levy, depending on your age and eligibility for treatment as a disability benefit under tax law.

Where MLC is required by law to deduct tax, duty, impost or the like in connection with the payment of a benefit, MLC will deduct the required amount from the payment and forward it to the relevant authority.

Tax on lump sum death benefits

- Death benefits paid to your dependants for tax purposes, eg *Spouse*, child under 18, financial dependant and *interdependant person* are tax free.

Note: for tax purposes the definitions for dependants differs from the definition described in 'Nominating a beneficiary' on page 12'.

- Death benefits paid to a non-dependant (eg a financially independent adult child) will generally be taxed at a maximum rate of 31.5% including the Medicare Levy:
- Death benefits paid to your estate are taxed within the estate depending whether the beneficiaries are your dependants or non-dependants for tax purposes.

Unclaimed benefits

Unclaimed money must be paid by us to the Australian Taxation Office (ATO). A benefit becomes unclaimed if the Trustee has not been able to contact an appropriate claimant or recipient.

To seek payment, you, your beneficiary or your legal personal representative must then apply to the ATO which can be contacted at:

Telephone: 13 10 20

Website: www.ato.gov.au

The ATO also has an online Super Seeker service available on the above website that will enable you, your beneficiary or your legal personal representative to search for your unclaimed money (also referred to as lost superannuation) using your TFN number. You can also contact Super Seeker by phone on 132 865.

Family Law

The Family Law Act requires that the Trustee:

- provides information about a member's superannuation interest to an eligible person (eg *Spouse*¹, *ex-Spouse*¹ or *Spouse-to-be*¹)
- flags a member's superannuation interest in accordance with the terms of a binding Superannuation Agreement or Court Order, and
- splits a member's superannuation interest between the member and their *Spouse/ex-Spouse*¹ in accordance with the terms of a binding Superannuation Agreement or Court Order.

¹ For this purpose a spouse means a party to a marriage. Proposals have been announced to enable the Family Law Act to regulate, in most States and Territories, financial matters arising out of the breakdown of de facto relationships (excluding same sex relationships). At the date of preparation of this PDS, these proposals had not become law.

The Trustee reserves the right to charge a fee to cover the costs of providing information about flagging or splitting a superannuation interest or to cover any legal cost incurred by the Trustee in responding to matters arising from flagging and/or splitting of a member's superannuation interest.

More information is contained in the MLC publication 'How Family Law may affect your superannuation, life insurance and other investments'. This publication is available free of charge. To obtain a copy call MLC on 132 652 or visit www.mlc.com.au

Question and complaint process

What if you have a question or complaint?

If you have a question, you are welcome to call or write to us at any time about your MLC Super Group Insurance status. In most cases you can have the questions answered by:

- Contacting your financial adviser, or
- Phoning the MLC Service Centre on 132 652 (note that when telephoning, your call may be recorded to aid MLC's quality assurance process); or
- Visiting www.mlc.com.au; or
- Writing to MLC at the address appearing on the back cover of this PDS.

MLC will respond as soon as possible, on receipt of the enquiry or complaint.



General questions you may have about insurance and super continued

If you have a complaint

In most cases we can deal with your complaint over the phone. You are welcome to call MLC on 132 652.

In line with the laws governing superannuation, MLC and the Trustee have formal procedures for dealing with complaints. If MLC cannot resolve your complaint over the phone, please write to us. Your correspondence should be addressed to:

The Manager
MLC Complaint Resolutions
PO Box 1086
North Sydney NSW 2059

Please mark the envelope 'Notice of complaint'.

The Trustee and MLC will make every effort to resolve your complaint as quickly as possible. If there is anything that may prevent this from happening, the Trustee or MLC will notify you.

What if I don't get a response to my complaint or I am not satisfied with the decision?

You can seek assistance from the Superannuation Complaints Tribunal.

If your complaint has not been resolved within 90 days of lodgement, or if you are dissatisfied with our decision, you or your beneficiaries may decide to seek assistance from the Superannuation Complaints Tribunal. The Tribunal is an independent body set up by the Federal Government to assist you or your beneficiaries to resolve certain types of complaints with superannuation fund trustees.

The Tribunal may be able to help resolve your complaint, but only if you have been unable to reach a satisfactory resolution with MLC or the Trustee and it does not relate to the management of the Scheme generally. If the Tribunal agrees to deal with your complaint, it will attempt to resolve it through conciliation. If conciliation doesn't work, the Tribunal will normally make a decision which, subject to limited rights of appeal, is binding on MLC and the Trustee. You should contact the Tribunal to ensure that they can deal with your complaint.

The Tribunal can be contacted at the following address:

Superannuation Complaints Tribunal
Locked Bag 3060
GPO Melbourne VIC 3001

Telephone: 1300 780 808

Fax: (03) 8635 5588

More information about the Tribunal is available at www.sct.gov.au



Privacy

MLC Nominees Pty Limited and MLC Limited are members of the National Australia Group (Group). The Group includes banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations. This statement is an outline of certain matters relating to the collection and handling of your personal information by the Group.

Collecting your personal information

The Group organisation will collect personal information for the purposes of:

- Providing you with a product or service (including assessing your application).
- Managing and administering the product or service.
- Identifying you and protecting against fraud.
- Verifying your authority to act on behalf of a customer.
- Determining whether a beneficiary will be paid a benefit upon a person's death.
- Letting you know about products or services from across the Group that might better serve your financial, e-commerce and lifestyle needs or promotions or other opportunities in which you may be interested.

If you provide us with incomplete or inaccurate personal information, the Group organisation may not be able to process your requests and applications or manage or administer your products or services. It may also not be possible to tell you about other products or services from across the Group that might better serve your financial, e-commerce and lifestyle needs.

Using and disclosing your personal information

Group organisations may disclose your personal information to other organisations:

- Involved in providing, managing or administering the products and services the Group offers, including third party suppliers (eg printers, posting services etc), other Group organisations, loyalty and affinity program partners and its advisers.
- Who are your financial or legal advisers or representatives and their service providers.

- Involved in maintaining, reviewing and developing the Group's products, business systems, procedures and infrastructure including testing or upgrading the Group's computer systems.
- Involved in a corporate re-organisation or involved in a transfer of all or part of the assets or business of a Group organisation.
- Involved in the payments system including financial institutions, merchants and payment organisations.
- Group organisations which wish to tell you about their products or services that might better serve your financial, e-commerce and lifestyle needs or promotions or other opportunities, and their related service providers, except where you tell the Group not to.
- As required or authorised by law and/or where you have given your consent.

Your personal information may also be used in connection with such purposes. Because the Group operates throughout Australia and overseas, some of these uses and disclosures may occur outside your State and Territory and Australia.

Gaining access to your personal information

Subject to some exceptions allowed by law, you can gain access to your personal information. If access is denied, you will be given reasons for this. In some cases, your request may be dealt with over the telephone. For more information about your personal information and privacy, please call MLC on 132 652.



Glossary

| | |
|-----------------------------------|--|
| Activities of Daily Living | <p>means the following:</p> <ul style="list-style-type: none"> • Bathing and showering; or • Dressing; or • Moving from place to place including in and out of bed or into and out of a chair; or • Eating and drinking; or • Using the toilet. |
| At Work | <p>means that you were <i>At Work</i> for the normal daily hours of work. You must also be actively performing the full duties of your normal <i>Occupation</i> for which you were employed, or would have been had the day not been a day of leave (other than due to illness or injury), public holiday or weekend day. If you do not satisfy the '<i>At Work</i>' test, then MLC will require satisfactory medical and/or financial evidence before your cover commences (refer to page 8 for details).</p> |
| Automatic Acceptance | <p>means that MLC will agree to accept certain members of a group for cover up to a particular limit (the <i>automatic acceptance</i> limit) without the need to provide medical and/or financial evidence. See the section headed '<i>Automatic Acceptance</i>' on page 7.</p> |
| Business day | <p>in the context of this document means a day, other than a Saturday or Sunday, or a public or bank holiday in New South Wales.</p> |
| Casual Employment | <p>means you are engaged in employment of a temporary nature (other than on a contract basis through an employment agency) where continuity of employment is not guaranteed by the employer, regardless of hours worked or the period of employment.</p> |
| Concessional contributions | <p>include, but are not limited to, contributions from your employer (including Salary Sacrifice) or if you are eligible, personal contributions for which you claim a tax deduction. There are a number of specific inclusions and exclusions and if contributions other than these are being made, you need to check the impact these may have on your <i>concessional contributions</i> limit.</p> |
| Conditions of Release | <p>conditions of release are prescribed by super legislation and need to occur before benefits can be withdrawn from a superannuation fund. Examples of conditions of release include the death or permanent incapacity of the member. The condition of release for death benefits is certified proof of death. The condition of release for permanent incapacity is that you will never be able to work in any Occupation you are reasonably suited to by education, experience or training</p> |
| Contributions Tax | <p>is a tax of 15% applied to concessional contributions, employer contributions and some other types of contributions, however this is not applicable to MLC Super Group Insurance.</p> |
| Employer Plan | <p>the superannuation plan your employer has established within MLC Super Group Insurance for its employees and <i>Spouses</i> where applicable. A minimum of 20 members is required to establish an <i>Employer Plan</i>.</p> |
| Fixed Term Employment | <p>means you are employed for a fixed period of employment determined at the commencement of your employment and where you are in receipt of leave, sick leave, superannuation and other entitlements normally associated with <i>Full Time Employment</i>.</p> |

| | |
|--|--|
| Full Time Employment | means you are engaged in permanent employment for the standard number of work hours (usually a minimum of 30 hours per week) where the employer guarantees continuity of employment and where you are in receipt of entitlements normally associated with <i>Full Time Employment</i> . |
| Interdependency relationship | <p>broadly, an '<i>interdependency relationship</i>' exists where two persons:</p> <ul style="list-style-type: none"> • have a close personal relationship • live together • one or each provides financial support to the other, and • one or each provides domestic support and financial care to the other. <p>If a close personal relationship exists but the other requirements of an <i>interdependency relationship</i> are not satisfied because of a physical, intellectual or psychiatric disability, then an <i>interdependency relationship</i> may still exist.</p> |
| Non-concessional contributions | most commonly include your personal contributions for which you do not claim a tax deduction and contributions made by your <i>spouse</i> on your behalf. There are a number of specific inclusions and exclusions and if contributions other than these are being made, you need to check the impact these may have on your <i>non-concessional contributions</i> limit. |
| Occupation | means the employment or activity in which you are principally employed. |
| Permanent Part Time Employment | means you are engaged in permanent employment for only part of the normal working day or week (irrespective of the number of hours worked) and you are in receipt of entitlements, conditions and benefits normally associated with <i>full time employment</i> but on a pro-rata basis. |
| Plan Adviser | the financial adviser who recommended this product to your employer. |
| Preserved Benefits | means benefits that must be kept in a superannuation fund and cannot be withdrawn until you have met a 'condition of release' that specifically satisfies the preservation rules (eg retirement from the workforce after reaching your preservation age). |
| Restricted Non-preserved benefits | means non-preserved benefits that can only be withdrawn from the superannuation system when you have met a 'condition of release' (such as when you leave your employer who has made contributions to your superannuation fund on your behalf). |
| Seasonal or Contract Employment | <p>means you are not in <i>Fixed Term Employment</i> but are employed or contracted:</p> <ul style="list-style-type: none"> • in your own name; or • in your business name; or • through an agency; <p>to complete a specific job and without guarantee of continuity of employment, irrespective of the hours worked or the period of employment.</p> |
| Spouse | means a person living together with another person as husband, wife or de facto partners on a genuine domestic basis, but does not include same sex partners. |



Interim Accident Insurance Certificate

MLC is pleased to provide you with Interim Accident Insurance, at no extra cost. Whenever your employer nominates you to be assessed for cover or an increase in cover above Automatic Acceptance you will have limited interim cover for death or TPD claims arising from an accident while waiting for acceptance of the application.

This insurance is provided separately to the MLC Super Group Insurance policy and is not part of The Universal Super Scheme. The Trustee has no liability or obligation to you for this Interim Accident Insurance. The terms and conditions of this Interim Accident Insurance Certificate are set out below.

When MLC will pay

Interim Accident Insurance will only be paid where you are assessed for cover or an increase in your level of cover. It will not be paid where you have Automatic Acceptance and where your employer has not applied for an increase in cover on your behalf.

MLC will pay you or your legal personal representative the benefits of the Interim Accident Insurance if you die and/or become TPD if applicable, as a result of a bodily injury caused by accidental means, which occurs while you are covered by this Interim Accident Insurance.

Interim Accident Insurance will be limited to the types of cover for which your employer has applied and for which you are eligible under the *Employer Plan*. For example, if you are assessed for death cover in the *Employer Plan*, this interim accident insurance will only cover you for death.

To qualify, the event which directly results in death or TPD must be due to an accident which occurs after the date of the application for cover is received and before the earlier of either the date MLC accepts or rejects the completed application or the expiry of 90 days from when MLC first received the application.

The commencement date of the Interim Accident Insurance will be the date on which MLC receives the application.

The interim accident benefit is payable in the event of death or TPD as a result of accident provided the death or TPD occurs within 365 days of the accident.

MLC will pay the lower of:

- \$1,000,000,
- The amount of cover applied for in the *Employer Plan*, or
- the benefit MLC would allow under its normal assessment guidelines.

An Interim Accident benefit is paid instead of, not in addition to, a benefit paid under the *Employer Plan*.

Term and Conditions of Interim Accident Insurance

Different definitions apply for TPD cover depending on your employment.

The TPD definitions that apply under the MLC Super Group Insurance will also apply to Interim Accident Insurance Cover. See 'TPD definitions' on page 4.

MLC will not pay more than one benefit under this Interim Accident Insurance for any one accident to any person.

When MLC won't pay

In addition to MLC's standard exclusions (as set out in the current Master Policy Document and in this PDS), MLC will not pay under this insurance for death or disability arising from or contributed to by:

- any condition that you knew about before your employer applied for cover or an increase in cover on your behalf in MLC Super Group Insurance, or
- you are engaged in any *Occupation*, sport or pastime that MLC would not cover under MLC's normal assessment guidelines.

MLC will not pay if the cover applied for would normally be declined, excluded or limited under MLC's current assessment guidelines.

When Interim Accident Insurance ends

MLC will cancel your Interim Accident Insurance by notice in writing on the earliest of the following:

- 90 days after the start of this Interim Accident Insurance unless before then MLC tells you a different date,
- the date MLC issues a notice of acceptance following MLC's acceptance of assessment evidence for MLC Super Group Insurance (or in the case of additional insurance, when MLC issues a revised notice to you),
- when MLC advises you that your assessment has not been accepted,

- when MLC advises you that your Interim Accident Insurance has ended, and
- when your employer withdraws the application.

Your Interim Accident cover is void if the premium payment for MLC Super Group Insurance is dishonoured.

This information is provided by MLC Limited ABN 90 000 000 402 AFSL 230694 ('MLC'), the issuer of this Interim Accident Insurance.

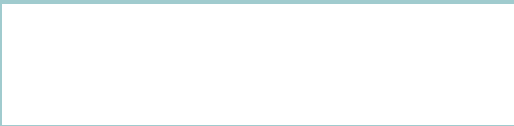
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MLC Super Group Insurance Employer Proposal Form

MLC Nominees Pty Limited
 ABN 93002 814 959
 AFSL 10002998
 Trustee for the Universal Super Scheme
 R1056778

Issue 1
 Preparation date: 28 January 2008



Remember!

- The information you supply on the Proposal Form establishes the criteria and guidelines on how the *Employer Plan* is to operate.
- Please make sure that all sections of the Proposal Form are completed with as much detail as possible so that we can quickly and accurately set up the *Employer Plan*.
- In all cases, a Quotation must have already been submitted and accepted by us before you complete the Proposal Form.

Please return the completed Proposal Form for attention of the New Business Manager.

MLC Group Insurance
 PO Box 200
 North Sydney NSW 2059

or

MLC Group Insurance
 105-153 Miller Street
 North Sydney NSW 2060

Cheques are to be made payable to MLC Nominees Pty Limited

1 Proposer Details

Proposed Policy Owner

MLC Nominees Pty Limited

ABN 93002 814 959

Plan name

Contact Person

Employer Contact details name/address

Postcode

Telephone

()

Fax

()

Email

Plan Adviser (if applicable)

Agency Number (if applicable)

Banker Identification Number (if applicable)

Level of commission

%

GST will be payable in addition to the commission.

Customer number/MEID (Bank use only)

Is this group currently insured for a similar benefit?

No

Yes **If Yes, please specify**

(Name of the insurer)

2 Policy Details (Tick a box)

Death only

Death and TPD

Total number of eligible employees

Total number of employees on payroll

Proposed commencement date

Annual review date (each year)

Frequency of payment

Yearly Half-Yearly Quarterly Monthly

Date benefits calculated in the event of a claim (Tick a box)

Date of claim Annual Review Date prior to date of claim

OVERSEAS COVER

Are any members of this plan currently working overseas?

No

Yes **If Yes, please provide details of those countries (if applicable) where members are employed and confirm their occupation.**

CATEGORY DESCRIPTIONS

(e.g. All full-time employees, executives, casual employees, spouses)

Category A

Category B

Category C

ELIGIBILITY TERMS

(eg immediately on commencement, after 3 months service)

Note: Voluntary basis eligibility at the discretion of Members is not accepted.

Category A

Category B

Category C

COVER EXPIRY AGE

(eg 60 or 65)

Death

Total and Permanent
Disablement

Category A

Category B

Category C

Group Life Benefits

BENEFIT BASIS

(Available options Death only, Death and TPD)

Category A

Category B

Category C

NUMBER OF EMPLOYEES TO BE COVERED

Category A

Category B

Category C

BENEFIT FORMULA

(eg 10% x Salary x period to retirement date, 4 x salary)

Category A

Category B

Category C

POLICY COMMITTEE DETAILS

If there are 50 or more employees in the *Employer Plan* you must establish a Policy Committee. Please refer to the PDS for further details.

Employer Representatives

Name

Name

Name

Name

Employee Representatives

Name

Name

Name

Name

Employees not at work

Please note below details of all persons who were not At Work performing the normal duties of their occupation on the commencement date of the Policy. Please indicate with 'Nil' if all employees are At Work on commencement date. Any additional details should be provided on an attachment, duly signed and dated.

| |
|------------------------|
| Name |
| Reason |
| Date absence commenced |

| |
|------------------------|
| Name |
| Reason |
| Date absence commenced |

| |
|------------------------|
| Name |
| Reason |
| Date absence commenced |

3 Duty of Disclosure

Before the Trustee enters into a contract of life insurance on your behalf with an insurer, the employer and nominated employees and spouses have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that they know is relevant to the insurer's decision whether to accept the risk of insurance, and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of life insurance.

Your duty, however, does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know;
- as to where compliance with your duty is waived by the insurer.

This Duty of Disclosure continues up to the date that MLC accepts this application and issues a Policy Schedule to you (or, in the case of an addition to existing cover, when MLC issues a revised Schedule to you).

Non-disclosure

If you fail to comply with your Duty of Disclosure and the insurer would not have entered into the contract on any terms if the failure had not occurred, the insurer may avoid the contract within three years of entering into it. If your non-disclosure is fraudulent, the insurer may avoid the liability for a particular member or avoid the contract at any time.

An insurer who is entitled to avoid a contract of life insurance may, within three years of entering into it, elect not to avoid it but to reduce the sum that has been insured in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

4 Declaration and Consent

We, the proposers:

- 1 declare that this Proposal Form is in respect of:

Quote Number

Sent on Date

I/We apply to become a participating employer under The Universal Super Scheme and agree to be bound by the trust deed governing this scheme, as amended from time to time and for MLC Nominees Pty Limited to act as Trustee of the MLC Super Group Insurance Policy.

I/We have read and understood the attached MLC Super Group Insurance Product Disclosure Document dated the 8 February 2008.

- 2 declare that the responses in this Proposal Form, as well as any supporting documents provided are, to the best of our knowledge, true and correct;
- 3 declare that we have read and understood the 'Duty of Disclosure' notice which is set out in point 3 of this application form and page 9 of the PDS;
- 4 acknowledge that no cover is provided until we have received written notification from the insurer that cover has commenced or a final Policy Schedule is issued;
- 5 acknowledge that cover will not commence in respect of nominated employees and spouses under the Policy until all information requested by the insurer is supplied (including members accepted under takeover/transfer terms or cover subject to acceptance terms) by us and assessed and accepted in writing by the insurer;

I/We authorise MLC Limited and MLC Nominees Pty Limited to accept the signature and instructions for the purpose of insuring the Employer Plan, from those authorised persons whose signatures appear below.

Authorised Persons Signature

| | |
|---|----------|
|  | Date / / |
|---|----------|

Title

Date

Print Name

Signature

| | |
|---|----------|
|  | Date / / |
|---|----------|

Title

Date

Name



MLC Super Group Insurance
**Beneficiary Nominations
 Form for Employees**



MLC Nominees Pty Limited ABN 93 002 814 959
 AFSL 230702 RSE L0002998

The Universal Super Scheme R1056778

Please note: do not use photocopies of this form as it contains unique routing and tracking information that assists MLC in the timely processing of your application.

YOUR ACCOUNT DETAILS

1 Policy Number

2 MLC Customer Number (if known)

3 Surname (Family name) *(PLEASE PRINT)*

Given name(s) *(PLEASE PRINT)*

YOUR BENEFICIARY DETAILS

4 By completing this form you are overriding any previous beneficiary nomination.

What type of beneficiary nomination would you like to make for your MLC Super Group Insurance Policy (please tick only one)?

(a) ***Nomination subject to Trustee discretion***

(b) ***Non-lapsing beneficiary nomination binding on the Trustee***

If you ticked (b) and you wish to nominate a person to whom the Trustee **MUST** pay your death benefit. It is important that you read page 12 of the PDS about making nominations before completing this section.

Your nominated beneficiary(ies) must be a dependant(s) or your legal personal representative. The Trustee will pay the benefits to your nominated beneficiaries and in the portions indicated providing that you satisfy the requirements in making this nomination and, at the date of death, the beneficiaries are your dependants or legal personal representative.

You should speak to your financial adviser, estate planner or legal representative to determine which type of nomination will best suit your circumstances.

The tax applicable on a death benefit payment to beneficiaries depends on a number of factors. As the tax rules in relation to death benefits are complex, you should seek professional advice.

Please nominate your preferred beneficiary(ies) and the portion you would like each to receive. You may nominate up to 6 individuals.

To be valid your nomination must also be witnessed, signed and dated by witnesses as required below.

YOUR BENEFICIARY DETAILS

| Name and address of preferred beneficiary | | Date of birth | Relationship to you | | | | Portion of total benefit | |
|---|---------------------------------|-----------------------------|---------------------------------|---|--|--|--------------------------|---|
| 1 | | | Spouse <input type="checkbox"/> | Financial dependant <input type="checkbox"/> | | | % | |
| | | | Child <input type="checkbox"/> | Interdependency relationship <input type="checkbox"/> | | | | |
| 2 | | | Spouse <input type="checkbox"/> | Financial dependant <input type="checkbox"/> | | | % | |
| | | | Child <input type="checkbox"/> | Interdependency relationship <input type="checkbox"/> | | | | |
| 3 | | | Spouse <input type="checkbox"/> | Financial dependant <input type="checkbox"/> | | | % | |
| | | | Child <input type="checkbox"/> | Interdependency relationship <input type="checkbox"/> | | | | |
| 4 | | | Spouse <input type="checkbox"/> | Financial dependant <input type="checkbox"/> | | | % | |
| | | | Child <input type="checkbox"/> | Interdependency relationship <input type="checkbox"/> | | | | |
| 5 | | | Spouse <input type="checkbox"/> | Financial dependant <input type="checkbox"/> | | | % | |
| | | | Child <input type="checkbox"/> | Interdependency relationship <input type="checkbox"/> | | | | |
| 6 | | | Spouse <input type="checkbox"/> | Financial dependant <input type="checkbox"/> | | | % | |
| | | | Child <input type="checkbox"/> | Interdependency relationship <input type="checkbox"/> | | | | |
| 7 | Legal Personal Representative** | Not applicable for option A | Not applicable for option A | | | | | % |
| Total | | | | | | | % | |

* The sum of each of your portions of total benefit must equal 100% and each portion must be provided in whole percentages.

** Date of birth and relationship to you are not required.

DECLARATION

If I have applied to add or change my beneficiary, I have read and understood the information provided in the Product Disclosure Statement on beneficiary nominations on page 12. I request that the Trustee, MLC Nominees Pty Limited accept my beneficiary nomination.

I understand I should review my selection regularly and as my circumstances change (eg marriage, marriage breakdown, birth of a child, or my benefit being affected by a payment split.)

In all cases, please provide your signature below.

Signature of the nominated employee, spouse or Power of Attorney

| | |
|--|----------|
|  | Date / / |
|--|----------|

If signed under Power of Attorney

- Attorneys must attach a certified copy of the Power of Attorney. The Attorney hereby certifies that he/she has not received notice of any limitation or revocation of his/her Power of Attorney and is also authorised to sign this form.
- If Power of Attorney was established outside of NSW, we will also require the Power of Attorney document to be certified by a legal practitioner who practices in your state.

Please note: To access information or terms and conditions in the current PDS go online at www.mlc.com.au or talk to your financial adviser.

If you selected (b) for a Non-lapsing beneficiary nomination binding on the Trustee, the following section needs to be completed.

Witness declaration. Must be signed and dated by two adult witnesses.

I declare that:

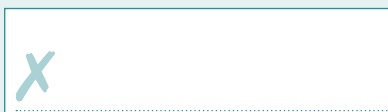
- I am over 18 years of age;
- I am not already a nominated beneficiary of the applicant and I am not one of the beneficiaries named above; and
- This form was signed and dated by the applicant in my presence.

Witness 1

Surname

Given name(s)

Signature of witness

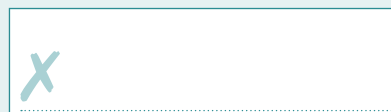
| | |
|--|----------|
|  | Date / / |
|--|----------|

Witness 2

Surname

Given name(s)

Signature of witness

| | |
|--|----------|
|  | Date / / |
|--|----------|

How to contact us

MLC Service Centre

If you have any questions, please contact your financial adviser, or the MLC Service Centre on **132 652** any business day between **8 am** and **6 pm** (Sydney time).

For more details on MLC's range of products and service visit **www.mlc.com.au**

Send your completed, signed and dated form to:

MLC Group Insurance
PO Box 200
North Sydney NSW 2059



Contact details

Where to get help



MLC Service Centre

Call the MLC Service Centre on:
132 652 (from anywhere in Australia)
between 8am – 6pm Sydney time, Monday to Friday
Or if outside Australia:
+61 2 9466 7180
Or contact your financial adviser



Postal

MLC Group Insurance
PO Box 200
North Sydney NSW 2059



Fax

02 9966 3502
or if outside Australia on + 61 2 9964 3163



Website

www.mlc.com.au

