

# Leading Life Policy Terms

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## About these Policy Terms

This section sets out the usual terms of the Leading Life policy. This wording is not a legally binding contract of insurance with us unless:

- (i) We accept a completed Application Form and issue a Policy Schedule to the policy owner. The Policy Schedule not only confirms the policy owner's cover, it also contains important details of the policy owner's insurance; and
- (ii) The policy owner has paid and continues to pay the premium.

### 1. Insurance

- 1.1 We agree to pay the policy owner the benefits under this policy if you die or contract a terminal illness during the period of the policy. If the policy owner chooses optional Total and Permanent Disablement (TPD) or optional Trauma Benefits we will pay the relevant benefits under this policy if you become totally and permanently disabled or suffer a trauma condition or suffer Loss of Independent Existence. The policy provides worldwide insurance cover 24-hours a day. Section 4 outlines the rules about benefit payments.
- 1.2 We do not have to pay any benefits under the policy and we will cancel the policy if the premium has not been paid in full for each life insured.
- 1.3 If the policy insures more than one person and a claim becomes payable in respect of a life insured, the policy will continue to cover the remaining person(s) for whom the sum insured has not become payable under the policy. The premium must continue to be paid for the remaining life/lives insured. However if the optional Business Loan Cover is selected, the policy will expire once any one of the lives insured dies or when a terminal illness, TPD, or trauma benefit is paid out and is equal to the Life Cover sum insured. See section 5.6.

### 2. Persons

- 2.1 **policy owner** – is the person or company named as the policy owner in the Policy Schedule. The policy owner also pays the premiums under the policy. We pay the policy owner or the nominated beneficiary/ies the sum insured if a death claim is payable under the policy. All other benefits are payable to the policy owner.
- 2.2 **you/your** – is the person whose life is insured under the policy. This policy may insure up to ten (10) people. If so, the amount and type of benefit/s for each person are shown on the Policy Schedule.
- 2.3 **nominated beneficiary** – is a person named in the Policy Schedule as a nominated beneficiary. A nominated beneficiary cannot be the policy owner or the life insured under this policy. A maximum of five beneficiaries may be nominated under the policy.

A nominated beneficiary:

- may be nominated only if you and the policy owner are the same person.
- is a person nominated by the policy owner to receive part or all of the proceeds of the policy in the event of your death in such proportions as is nominated by the policy owner from time to time and confirmed by us in writing to the policy owner.
- must be an individual, a charitable foundation or a company.
- will be deleted by us if the policy is assigned to a new policy owner or if the nominated beneficiary predeceases you.
- may not be nominated where the policy insures multiple lives.

- 2.4 **we/us/our** – is ING Life Limited (ABN 33 009 657 176), the life insurance company issuing this policy.

### 3. Period of the Policy

- 3.1 The insurance cover under this policy commences on the Policy Start Date and expires on the Policy Expiry Date (both dates are stated on the Policy Schedule).

#### 3.2 Renewal

The policy is subject to renewal by the policy owner each year. The first renewal date is 12 months after the Policy Start Date. At each renewal date the renewal notice varies the Policy Schedule to the extent it specifies. Benefits are advised to the policy owner along with the corresponding premium required for the next 12 months.

### 4. Benefits

The following benefits are payable during the period of the policy. The benefits are shown on the Policy Schedule.

#### 4.1 Life Cover

If you die we pay the Life Cover sum insured. Life Cover ceases on the earlier of the Policy Expiry Date or renewal date prior to your 100th birthday. If this policy forms part of your superannuation entitlements, Life Cover will cease on the earlier of the Policy Expiry Date or the renewal date prior to your 65th birthday unless you remain gainfully employed for at least 10 hours a week in which case Life Cover will cease when you stop working at least 10 hours a week or on your 75th birthday, whichever occurs first. Whenever Life Cover ceases to be available as part of your superannuation entitlements, we will accept an application for non superannuation business without evidence of health or underwriting. This offer is available for 30 days after Life Cover ceases to be available as part of your superannuation entitlements. If you take up this offer, Life Cover will then cease on the earlier of the Policy Expiry Date or the renewal date prior to your 100th birthday.

### Terminal Illness

On our approval of a specialist physician diagnosis that you are terminally ill and expected to live for no more than 12 months from the date of diagnosis, we will pay an advance payment of the Life Cover sum insured up to a maximum amount of \$2,500,000. Any balance will be payable upon death.

In determining this amount, we will count the sums insured for all policies issued by us on your life.

Terminal illness cover ceases on the earlier of the Policy Expiry Date or the renewal date prior to your 100th birthday.

### Benefit Reductions

The Life Cover sum insured is reduced by any amount paid under this policy for:

- Terminal Illness Benefit;
- TPD Benefit (if selected);
- Any Trauma Benefit (if selected);
- Loss of Independent Existence (if applicable).

## 4.2 Optional Benefits

For an additional premium, optional benefits are available under the policy. Optional benefits include:

- Total and Permanent Disablement (TPD) Benefit with 'Any Occupation', 'Own Occupation' or 'Homemaker' TPD definitions;
- TPD Buy Back Benefit;
- Trauma Benefit (including the Trauma Buy Back Benefit);
- Accelerated Trauma Buy Back Benefit;
- Loss of Independent Existence Benefit;
- Business Protection Options
  - Business Loan Cover
  - Business Safeguard.

An optional benefit applies only if the benefit is shown on the Policy Schedule.

## 4.3 Optional Total and Permanent Disablement (TPD) Benefit

If you become totally and permanently disabled, we will pay the TPD sum insured. We will pay the TPD sum insured once only. TPD Cover ceases on the earlier of the Policy Expiry Date or the renewal date prior to your 65th birthday. If you choose to continue your policy as Life Cover after age 65, you can choose to be covered for Loss of Independent Existence until the policy expires provided you have TPD cover before age 65.

### Benefit Reductions

The TPD sum insured is reduced by any amount paid under this policy for:

- Terminal Illness Benefit;
- Any Trauma Benefit (if selected).

### Maximum Amounts

The maximum initial TPD sum insured that may be applied for is:

- Any Occupation – \$2,000,000
- Own Occupation – \$2,000,000
- Homemaker – \$500,000

The maximum amount we pay in respect of TPD, even with Index Linking, is \$2,000,000 (except for the Homemaker definition which is \$1,000,000).

In determining this amount, we will count the sums insured for all policies issued by us on your life for which TPD cover is in force.

### 'Any Occupation' TPD Definition

TPD means:

- you suffer the permanent loss of use of:
  - two limbs (where 'limb' is defined as the whole hand or the whole foot); or
  - the sight in both eyes; or
  - one limb and the sight in one eye.

or

- where you are engaged in any business, profession or occupation, whether as an employee or otherwise:
  - you have been absent as a result of illness or injury from employment for six consecutive months; and
  - at the end of the period of six months, you are disabled to such an extent as to render you likely never again to be engaged in any gainful business, profession nor occupation for which you are reasonably suited by your education, training or experience.

### Optional TPD Definitions

For an additional premium the following alternative definitions of TPD may be substituted for paragraph (ii) of the 'Any Occupation' TPD definition.

#### 'Own Occupation'

Where you are engaged in a business, profession or occupation, whether as an employee or otherwise:

- you have been absent as a result of illness or injury from employment for six consecutive months; and
- at the end of the period of six months, you are disabled to such an extent as to render you likely never again to be engaged in your Own Occupation.

Your 'Own Occupation' shall be stated in the Policy Schedule. You must inform us if your occupation changes. If so, continuation of the 'Own Occupation' TPD definition will be at our discretion.

**'Homemaker'**

Where you are wholly engaged in full time unpaid domestic duties in your own residence:

- (a) As a result of illness or injury you are under the care of a medical practitioner and are unable to perform normal domestic duties, leave your home unaided, nor be engaged in any employment for a period of six consecutive months; and
- (b) At the end of the period of six months, you are disabled to such an extent as to render you likely to require ongoing medical care and never again be able to perform normal domestic duties nor Any Occupation.

'Medical practitioner' means a registered and qualified medical practitioner not being you, the policy owner, a respective partner or spouse.

**Optional TPD Buy Back Benefit**

If we pay a TPD Benefit under the policy, we will offer to reinstate the Life Cover sum insured for Life Cover and Terminal Illness only. We will do so 12 months after paying the TPD Benefit on the following basis:

- (i) The offer is taken up by the policy owner within 30 days of us making the offer;
- (ii) We will offer a sum insured equal to the TPD Benefit that was paid by us;
- (iii) The premium rate will be that applying at the time of the offer and will take into account any non standard premium loading applying under this policy; and
- (iv) No Index Linking, Future Insurability or Business Protection Options are available.

This benefit does not apply where a Terminal Illness Benefit has been previously paid.

**4.4 Optional Trauma Benefit**

If you suffer one of the Trauma Conditions which first manifests during the period of the policy, the Trauma sum insured will be paid. We will pay the Trauma sum insured once only. The maximum amount we pay in respect of a Trauma Condition, is \$2,000,000. In determining this amount, we will count the sums insured for all policies issued by us on your life for which Trauma Cover is in force. Trauma Cover ceases on the earlier of the Policy Expiry Date or the renewal date prior to your 65th birthday.

The maximum initial Trauma sum insured that may be applied for is \$1,500,000.

We require the diagnosis and certification of a condition:

- by a medical practitioner (a registered and qualified medical practitioner in Australia or another country approved by us), not being the policy owner, you or the respective partner or spouse; and
- agreed to by our medical adviser.

For the following Trauma Conditions the medical practitioner must be an appropriate specialist physician approved by us: Heart Attack, Cancer, Coronary Artery Surgery, Angioplasty, Stroke.

**Benefit Reductions**

The Trauma sum insured is reduced by any amount paid under this policy for:

- Terminal Illness Benefit;
- TPD Benefit (if selected);
- Any Trauma Benefit.

**Basic Trauma Conditions include:**

- Aorta Surgery \*
- Aplastic Anaemia
- Blindness
- Cancer \*
- Chronic Kidney Failure
- Chronic Liver Disease
- Chronic Lung Disease
- Coronary Artery Surgery \*
- Deafness
- Diplegia
- Heart Attack \*
- Heart Valve Surgery \*
- Hemiplegia
- Loss of Speech
- Major Organ Transplant
- Paraplegia
- Quadriplegia
- Stroke \*

**Optional Extended Trauma Conditions**

This option may be selected for an additional premium. The following conditions are covered:

- Advanced Dementia and Alzheimer's Disease
- Angioplasty \*^
- Benign Brain Tumour
- Cardiomyopathy
- Coma
- Encephalitis
- Loss of Independent Existence
- Major Head Trauma
- Multiple Sclerosis
- Occupationally Acquired HIV
- Parkinson's Disease

- Primary Motor Neurone Disease
- Primary Pulmonary Hypertension
- Severe Burns

\* There is no cover and no benefit will be payable in respect of these conditions if the condition first manifests during the first 90 days after the Policy Start Date; the date on which the Trauma Benefit first comes into force; or the date of any reinstatement. Should you choose to increase your level of cover the 90 day period applies to the amount of increased cover. The 90 day period will not apply if this policy replaces a policy issued by another insurer and:

- The 90 day exclusion or qualifying period has expired for the same condition or event in the policy being replaced. (Including exclusion or qualifying periods applied to the policy after it went into force, for example, reinstatement or increases);
- The policy to be replaced is cancelled after the issue of the new policy; and
- No claim is payable or pending under the policy to be replaced.

Where the benefit under this policy exceeds that of the policy being replaced the 90 day exclusion will apply to the excess.

^The Angioplasty condition applies where the Trauma sum insured is \$100,000 or greater at the date of the event. Payment under this policy is 10% of the life insured's Trauma sum insured at the date of the event up to a maximum of \$20,000. The Trauma, Life Cover and TPD sums insured are reduced by the amount paid for this benefit. This benefit is payable once only.

#### Trauma Buy Back Benefit

If we pay the full Trauma Benefit under the policy, we will offer to reinstate the Life Cover sum insured for Life Cover and Terminal Illness only. We will do so 12 months after paying the Trauma Benefit and on the following basis:

- The offer is taken up by the policy owner within 30 days of us making the offer;
- The Life Cover sum insured we will offer will be one-third of the Trauma sum insured that was paid by us.  
On each of the next two anniversary dates of the payment of the Trauma Benefit we will offer to increase that sum insured by a further one-third of the Trauma sum insured that was paid by us (the anniversary date becomes the renewal date);
- The premium rate will be that applying under the new policy we offer but will take into account any non standard premium loading applying under this policy; and
- No Index Linking, Future Insurability or Business Protection Options are available.

This benefit does not apply where a Terminal Illness Benefit has been previously paid. This offer does not apply if we have paid a Trauma Benefit for you in respect of Occupationally Acquired HIV or Loss of Independent Existence or paid a TPD Benefit.

#### Optional Accelerated Trauma Buy Back Benefit

This option may be selected for an additional premium. This option will apply instead of the Trauma Buy Back Benefit. 12 months after paying the Trauma sum insured, we will offer to reinstate the Life Cover sum insured at the same level as the Trauma sum insured that was paid by us in lieu of offering one-third over three consecutive years. We will do so on the following basis:

- The benefit must be taken up by the policy owner within 30 days of us making the offer;
- The premium rate will be that applying under the new policy we offer but will take into account any non-standard premium loading applying under this policy;
- The benefit does not apply where a Terminal Illness Benefit has been previously paid;
- This offer does not apply if we have paid a Trauma Benefit for you in respect of Occupationally Acquired HIV or Loss of Independent Existence or paid a TPD benefit; and
- No Index Linking, Future Insurability or Business Protection Options are available.

The medical definitions for Trauma Conditions are in section 10.

#### 4.5 Optional Loss of Independent Existence Benefit

If you are covered for the TPD and/or Trauma Benefit/s and your TPD and/or Trauma Cover has ceased at the renewal date prior to your 65th birthday then the Loss of Independent Existence Cover will apply thereafter upon continued payment of premium. We will pay the Loss of Independent Existence Benefit once only.

The Loss of Independent Existence Benefit is reduced by any amount paid under this policy for Terminal Illness and is not available if we have previously paid a TPD or Trauma Benefit under this policy.

The amount of the Loss of Independent Existence Benefit shall be the greater of the TPD sum insured or the Trauma sum insured at the date of cessation of those benefits, subject to a maximum Loss of Independent Existence Benefit of \$1,000,000. In determining this amount we will count the sums insured for Loss of Independent Existence Benefits for all policies issued by us on your life.

Loss of Independent Existence Cover ceases at the renewal date prior to your 100th birthday or on the earlier payment of the Loss of Independent Existence Benefit.

'Loss of Independent Existence' means a condition as a result of a disease, illness or injury whereby you are totally and irreversibly unable to perform at least two of the following five 'activities of daily living':

- (i) bathing and showering;
- (ii) dressing and undressing;
- (iii) eating and drinking;
- (iv) using a toilet to maintain personal hygiene;
- (v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

#### 4.6 Replacement of a policy issued by another insurer

If we issue this policy on the condition that it replaces a policy issued by another insurer and the policy being replaced is not cancelled, the benefits paid under this policy will be offset or reduced to the extent of any benefits the policy owner is entitled to under the policy being replaced.

### 5. Changing the Sum Insured

#### 5.1 The policy owner may apply to us to decrease or increase benefit levels. Any increase in benefit levels will be subject to our acceptance and payment of an additional premium by the policy owner.

The minimum increase allowed is an amount which is purchased by an additional \$100 annual premium.

#### 5.2 Index Linking

This benefit applies only if it is shown on the Policy Schedule.

We will offer to increase the sum/s insured at each renewal date by the Indexation Factor or 3%, whichever is greater. The policy owner may decline to accept our offer to increase benefits. This will not have any effect on any further offer we make.

The maximum initial Life Cover sum insured which can be indexed is a total of \$2,000,000 for each life insured.

The maximum initial TPD benefit which can be indexed is:

- Any Occupation – Less than \$2,000,000
- Own Occupation – Less than \$2,000,000
- Homemaker – \$500,000

All Index Linking ceases for the optional TPD Benefit when the total TPD sum insured reaches:

- Any Occupation – \$2,000,000
- Own Occupation – \$2,000,000
- Homemaker – \$1,000,000.

The maximum initial Trauma sum insured which can be indexed is \$1,500,000 for each life insured.

All Index Linking ceases for the optional Trauma benefit when the total Trauma sum insured reaches \$2,000,000.

These maxima apply to the total of all policies issued by us on each life insured.

The sum/s insured will increase automatically at the renewal date unless the policy owner notifies us in writing within 30 days of the renewal date that the policy owner wishes, the sum/s insured to remain at the existing level.

We will cease to offer Index Linking on the earlier of:

- (i) the renewal date prior to your 65th birthday; or
- (ii) where the Premium Freeze is exercised.

The policy owner may request Index Linking to recommence after it has ceased. Reinstatement to this option will be at our discretion and may be subject to our underwriting requirements.

#### 5.2.1 The Indexation Factor

- (i) We determine the indexation factor each year.
- (ii) It is determined from the percentage increase in the Consumer Price Index (CPI) (the weighted average of eight capital cities combined), as published by the Australian Bureau of Statistics (or its successor) for the 12-month period ending on 31 December each year.
- (iii) We will use the indexation factor from the end of the next month following the month in which the December CPI is published. It will be used until the next indexation factor is determined.
- (iv) If the CPI is not published we will calculate the indexation factor from another retail price index which in our Actuary's opinion is the closest to it.
- (v) If the CPI reduces over the relevant period, the indexation factor will be zero. Any subsequent increases in the CPI will first be offset against the previous reduction(s) in the CPI when we determine the next indexation factor.

#### 5.3 Premium Freeze

At a renewal date when you are aged 35 or above, the policy owner may elect to pay the same annual premium as for the previous year. Premium Freeze is only available if you pay your premiums on a stepped basis (see section 6.3).

If the Premium Freeze is selected:

- (i) Your sum/s insured will reduce to the amount that can be purchased by that premium;
- (ii) Index Linking of the sum/s insured will cease;
- (iii) The policy fee will continue to be adjusted each year by the indexation factor; and
- (iv) The policy owner will not be able to apply for increases in the sum/s insured using the Future Insurability Benefit.

The Premium Freeze can only be cancelled with our approval.

#### 5.4 Future Insurability Benefit

The policy owner may apply to us to increase the Life Cover sum insured once in any 12-month period using the Future Insurability Benefit without supplying medical evidence if:

- (i) the application for insurance cover under this policy is accepted by us on our standard underwriting terms;
- (ii) at the time of applying for the increase, neither the policy owner nor anyone else has made or is entitled to make a claim under this policy or any other policy issued by us on your life;
- (iii) each proposed increase in the Life Cover sum insured made under the Future Insurability Benefit is for a minimum amount of \$25,000;
- (iv) the total of the increases made under the Future Insurability Benefit does not exceed the lesser of your Life Cover sum insured at the Policy Start Date or \$1,000,000 (we will count the total of the Future Insurability Benefit increases in the sum/s insured for all policies issued by us on your life);
- (v) the application for the increase in cover is satisfactory to us and is made before your 55th birthday; and
- (vi) the application to increase the Life Cover sum insured under the Future Insurability Benefit is made within 30 days of the personal Future Insurability Event outlined in the following table and within 30 days of the renewal date following a business Future Insurability Event. Only one Future Insurability Event (whether personal or business) may be exercised in any 12-month period.

<b>Future insurability</b> <b>Personal events</b> (occurring after the Policy Start Date)		
	<b>Evidence required</b>	<b>Benefit</b>
Your marriage (this event is available once only during the period of the policy).	<ul style="list-style-type: none"> <li>• Completion of our Future Insurability Benefit Increase Application Form; and</li> <li>• A copy of the marriage certificate in respect of a marriage recognised under the Marriage Act 1961 (Commonwealth).</li> </ul>	The Life Cover sum insured may be increased by the lesser of: <ul style="list-style-type: none"> <li>• 25% of the Life Cover sum insured at Policy Start Date; or</li> <li>• \$200,000.</li> </ul> During the first six months after effecting the Future Insurability Benefit in respect of marriage, the portion of the Life Cover sum insured increased by the Future Insurability Benefit will be paid only in the event of your accidental death (caused directly and solely by violent, accidental, external and visible means).
You or your spouse gives birth to or adopts a child.	<ul style="list-style-type: none"> <li>• Completion of our Future Insurability Benefit Increase Application Form; and</li> <li>• Copy of the birth certificate for the child or the adoption documentation.</li> </ul>	The Life Cover sum insured may be increased by the lesser of: <ul style="list-style-type: none"> <li>• 25% of the Life Cover sum insured at Policy Start Date; or</li> <li>• \$200,000.</li> </ul>
You: <ul style="list-style-type: none"> <li>• take out a mortgage; or</li> <li>• increase an existing mortgage,</li> </ul> on your principal place of residence with a registered mortgage provider.	<ul style="list-style-type: none"> <li>• Completion of our Future Insurability Benefit Increase Application Form; and</li> <li>• Written confirmation from your mortgage provider(s) of:                             <ul style="list-style-type: none"> <li>(i) The amount and effective date of the mortgage where you take out a mortgage; or</li> <li>(ii) The amount of the mortgage immediately preceding the increase and the effective date and current level of the mortgage where you increase your mortgage, whether with an existing or different mortgage provider.</li> </ul> </li> </ul>	The Life Cover sum insured may be increased by the lesser of: <ul style="list-style-type: none"> <li>• 50% of the Life Cover sum insured at the Policy Start Date; or</li> <li>• The amount of the mortgage where you take out a mortgage for the first time; or</li> <li>• The amount of the increase to the level of the mortgage; or</li> <li>• \$200,000.</li> </ul> During the first six months after effecting the Future Insurability Benefit in respect of a mortgage, the portion of the Life Cover sum insured increased by the Future Insurability Benefit will be paid only in the event of your accidental death (caused directly and solely by violent, accidental, external and visible means).

<b>Future insurability</b> <b>Personal events</b> (occurring after the Policy Start Date)		
	<b>Evidence required</b>	<b>Benefit</b>
You have an increase in your annual salary package of 25% or more.	<ul style="list-style-type: none"> <li>• Completion of our Future Insurability Benefit Increase Application Form; and</li> <li>• Written confirmation from your employer of your salary package before and after the increase.</li> </ul>	<p>The Life Cover sum insured may be increased by the lesser of:</p> <ul style="list-style-type: none"> <li>• 25% of the Life Cover sum insured at Policy Start Date; or</li> <li>• five times the amount of the salary package increase; or</li> <li>• \$200,000.</li> </ul> <p>You cannot increase your benefit in respect of a salary package increase if you are self employed, a controlling director, or you are able to decide on the amount of your salary package. For the purposes of this benefit, your salary package does not include any irregular payments such as bonuses that may not continue to be made in the future.</p> <p>During the first six months after effecting the Future Insurability Benefit in respect of a salary package increase, the portion of the Life Cover sum insured increased by the Future Insurability Benefit will be paid only in the event of your accidental death (caused directly and solely by violent, accidental, external and visible means).</p>
A dependent child of yours starts secondary school.	<ul style="list-style-type: none"> <li>• Completion of our Future Insurability Benefit Increase Application;</li> <li>• Written confirmation of enrolment from the school; and</li> <li>• Copy of the birth certificate for the child or the adoption documentation.</li> </ul>	<p>The Life Cover sum insured may be increased by the lesser of:</p> <ul style="list-style-type: none"> <li>• 25% of the Life Cover sum insured at Policy Start Date; or</li> <li>• \$200,000.</li> </ul> <p>During the first six months after effecting the Future Insurability Benefit in respect of a dependent child of yours starting secondary school, the portion of the Life Cover sum insured increased by the Future Insurability Benefit will be paid only in the event of your accidental death (caused directly and solely by violent, accidental, external and visible means).</p>

<b>Future insurability Business events</b> (occurring after the Policy Start Date)	<b>Evidence required</b>	<b>Benefit</b>
<p>You are a 'key person' in a business and your value to the business increases.</p> <p>You are a key person if you are crucial to the operation of the business and it can be reasonably demonstrated to us that the business would suffer a financial loss in the event of your death.</p> <p>Your increased value to the business shall be measured having regard to your gross remuneration package, including your share of any distributed net profit of the business as determined by a professionally qualified and practising accountant.</p>	<ul style="list-style-type: none"> <li>• Completion of our Future Insurability Benefit Increase Application Form which requires the policy owner to provide information on such matters as:                             <ul style="list-style-type: none"> <li>(i) your gross remuneration package for the last three years;</li> <li>(ii) the proportion of the net profits of the business that can fairly be attributed to you; and</li> <li>(iii) details of the business results for the last three years.</li> </ul> </li> <li>• We may require additional information. Such information may include copies of the audited business results or business accounts if available, tax returns, or other documents substantiating your increased value to the business.</li> </ul>	<p>The Life Cover sum insured may be increased by the lesser of:</p> <ul style="list-style-type: none"> <li>• A multiple of five times the average of the last three consecutive annual increases in your gross remuneration package; or</li> <li>• 25% of the Life Cover sum insured at the Policy Start Date; or</li> <li>• \$200,000.</li> </ul>
<p>You are a partner, share holder, unit holder, or a similar principal in a business and this policy forms part of a written 'buy/sell', share purchase or business succession agreement and the value of your financial interest in the business increases.</p> <p>Your financial interest in the business shall be measured having regard to your share of the net value of the business after allowing for business liabilities, as determined by a professionally qualified and practising accountant or an appropriately qualified business valuer.</p>	<ul style="list-style-type: none"> <li>• Completion of our Future Insurability Benefit Increase Application Form which requires the policy owner to provide information on such matters as:                             <ul style="list-style-type: none"> <li>(i) the net value, assets and liabilities of the business and your financial interest in the business for the last three years; and</li> <li>(ii) details of the business results for the last three years.</li> </ul> </li> <li>• We may require additional information. Such information may include copies of the audited business results or business accounts if available, or other documents substantiating your increased financial interest in the business and the method chosen to value the business.</li> </ul>	<p>The Life Cover sum insured may be increased by the lesser of:</p> <ul style="list-style-type: none"> <li>• A multiple of five times the average of the last three consecutive annual increases in your gross remuneration package; or</li> <li>• 25% of the Life Cover sum insured at the Policy Start Date; or</li> <li>• \$200,000.</li> </ul>

## Business Protection Options

### 5.5 Optional Business Safeguard

For an additional premium, the policy owner may select Business Safeguard at the Policy Start Date. Once Business Safeguard is selected, it may only be removed from the policy only when this option has not been exercised since the Policy Start Date. Business Safeguard is only available under the policy where the policy is purchased for business insurance purposes.

#### 'business insurance purposes'

Include key person insurance, loan guarantor insurance, business succession planning and any other business insurance purposes approved by us. We reserve the right to request copies of the legal documentation covering these arrangements.

Business Safeguard allows the policy owner to apply for an increase in your Life Cover sum insured and any TPD Cover sum insured without supplying medical evidence on the following terms:

- (i) At the time of applying for the increase, neither the policy owner nor anyone else has made or is entitled to make a claim under this policy or any other policy providing Life Cover or TPD cover issued by us on your life.
- (ii) The increased cover is for business insurance purposes only.
- (iii) The sum insured may be increased by an amount no greater than the increase in the value associated with the business purpose up to a maximum of \$2,000,000 at any one time, in any given year.
- (iv) You may increase cover under this option up to a maximum of three times the original sum insured, or up to \$10,000,000 for Life Cover and \$2,000,000 for the TPD, whichever is the lesser.
- (v) Any increase is also subject to the limits applying under the policy for the Life Cover and the TPD Benefit – see section 4.
- (vi) Each increase under Business Safeguard must be accompanied with a valuation provided by a qualified accountant or business valuer (and in that regard the same person or firm who provided evidence to us for the original policy or such other person agreed to by us) and any other evidence we may request to satisfy the amount of the Business Safeguard application.
- (vii) The Future Insurability Benefit under section 5.4 cannot be used for the same event.

### 5.6 Optional Business Loan Cover (multiple lives insured)

This facility may only be selected where the policy insures multiple lives. It pays one lump sum payment to the policy owner when:

- one of the lives insured dies or is diagnosed with a terminal illness; or
- if the TPD Option is selected, and one of the lives insured becomes totally and permanently disabled; or
- if the Trauma Option is selected, and one of the lives insured suffers one of the specified Trauma Conditions.

Where the policy owner has selected this benefit under this policy:

- All persons insured under this policy must have the same benefits and sums insured at the Policy Start Date.
- Up to 10 lives may be insured.
- The policy will cease once any one of the lives insured dies or when a Terminal Illness, TPD, or Trauma Benefit is paid out and is equal to the Life Cover sum insured (in addition to the termination events outlined in section 9).
- In the event of a Terminal Illness, TPD or Trauma Benefit payment being less than the Life Cover sum insured, the policy will remain in force. The remaining Life Cover sum insured will be reduced, for all lives insured, by any amount paid under these events.
- Following the cessation of the policy, a continuation option gives the remaining lives insured for whom a benefit has not been paid under this policy the opportunity to continue cover for the remaining sum insured immediately prior to policy cessation, without supplying medical evidence. Further financial requirements may be requested.
- The continuation option must be exercised within 30 days of the Policy cessation. The continuation option is only available where the remaining life/lives insured is under age 70 (for Life Cover) and under age 60 (for TPD & Trauma Cover).

The policy will otherwise terminate in accordance with section 9.

## 6. Premium, Charges and Fees

6.1 The premium is calculated by us at the Policy Start Date and at each renewal date. The minimum annual premium is \$200.

### 6.2 Premium rates

We calculate the premium by reference to a table of premium rates for the benefits selected. A table of premium rates is available upon request. In setting the premium rates we take into consideration the risk group and costs of setting up and administering the policy.

Premium rates cannot increase for an individual policy within a defined risk group unless, on actuarial advice, all premium rates for all policies in that defined risk group are increased.

### 6.3 Premium Options

#### You may select from the following premium options:

<b>Stepped Premium</b>	<p>If you choose stepped premium, the premium is re-calculated on each renewal date of your policy based on your age at that time. Premiums will also change when your sums insured change (including where the sum insured changes with Index Linking). Premium payments can be switched from stepped to level after the stepped premium option has been in force for a minimum of four years.</p>
<b>Level Premium*</b>	<p>If you choose level premium, the premium is calculated on an aged based premium rate determined by your age as at the Policy Start Date. This rate will apply until the renewal date before age 65. If any premiums are payable beyond this date the premiums will be calculated as a stepped premium.</p> <ul style="list-style-type: none"> <li>• If you wish to have your sum(s) insured Index Linked then the premium payable for the amount of the increased sum(s) insured will be based on your then current age and the level premium for that age. This increased amount becomes a separate amount of sum(s) insured and has a corresponding separate premium amount.</li> <li>• If you wish to reduce the sum(s) insured, we first reduce the earliest level premium option sum(s) insured and premium (and so on).</li> <li>• Premium payments can be switched from level to stepped after the level premium option has been in force for a minimum of four years.</li> </ul> <p>* Like stepped premium rates, the level premium rates can also be reviewed (see section 6.2).</p>

### 6.4 Policy Fee

A policy fee must also be paid. The current annual policy fee is \$57.90 and \$115.80 if the policy insures more than one person. For policies starting after 28 February 2004, the above amounts will be increased by the latest Indexation Factor determined by us (see section 5.2.1). The policy fee will be adjusted at each renewal date using the Indexation Factor applying at that time and will be advised to the policy owner in the renewal notice.

### 6.5 Government Charges

We have paid the Stamp Duty on this policy. However we reserve the right to recoup the cost of any Stamp Duty, tax, excise or other charge of the Commonwealth, State or Territory Government in respect of this policy from you or the policy owner.

### 6.6 Administration

We have the right to charge a fee to recoup the costs of administering any function required of us in respect of this policy, by any Commonwealth, State or Territory Government.

### 6.7 Processing Fees

Where the policy owner has nominated to pay the premium or premium instalment by direct debit or credit card, the following processing fees apply:

- For direct debits from your nominated bank or financial institution account – a processing fee applies each time we lodge a debit with our bank (currently 14 cents).

**Please refer to the Direct Debit Service Agreement for further details on direct debit payment arrangements. A copy is available in the World of Protection Product Disclosure Statement.**

- If the direct debit payment is dishonoured by your nominated bank or financial institution or the payment from your nominated credit card is not processed by your card provider we charge a fee of \$7.00.

**Please Note: If the premium is paid by direct debit or by credit card then it is important that we are advised of any changes to your nominated account or credit card details.**

We may increase or vary these processing fees by prior written notice to the policy owner.

### 6.8 Payment of Premium

Premiums must be paid by the renewal date or the instalment date. If it is not paid when due, we will provide the policy owner with 30 days written notice of cancellation of the policy.

Premiums may be paid by instalments if agreed by us and via an approved payment method and will be subject to a payment frequency loading as determined by us from time to time. At the time of publishing these policy terms, half yearly instalments require a 3% loading on the annual premium. Monthly instalments require a 5% loading on the annual premium.

Where your premium is paid by monthly instalments and you cancel your policy, we will not refund any instalment paid.

## 6.9 Multiple Lives Insured

Where there is more than one life insured under the policy, the premium payable is calculated in respect of each life insured. In order to pay the premium in full, it must be paid for each life insured.

## 6.10 Meaning of Premium

References to the premium include the policy fee, Stamp Duty and any administration charges.

## 7. Claims and Payments

The policy owner claiming to receive the benefits payable under this policy must establish his or her right to do so and the happening of the relevant event in a form specified by us.

Payment of a benefit under this policy is also subject to proof of the policy owner's entitlement in such manner as we may reasonably request, including proof of your age in the form of a birth certificate.

If your age has been understated the benefit/s under the policy will be those that the premium paid would have purchased at your correct age. If it was overstated we will refund the appropriate over paid premium.

In the event of a claim for Terminal Illness, Trauma, TPD or Loss of Independent Existence (if applicable), the policy owner must at his or her expense provide us with all the information and details that we may reasonably require to assess the claim.

You must undergo any medical examination or examinations which we may require and which will be conducted at our expense.

We may upon written request of the person or persons entitled to give a discharge for the sum/s insured, pay to the relevant authority the whole or any part of any duty or duties payable in respect of the estate on your death and such payment shall to the extent of the amount paid, discharge us from liability under this policy.

All amounts payable under this policy shall be paid in Australian currency in Australia.

## 8. Exclusions

We will not pay any benefits under this policy for anything we have excluded from the policy.

We will not pay any benefit arising out of any of the following events where, as a result of your intentional or deliberate act or omission, you die or become terminally ill during the first 13 months from:

- The Policy Start Date.
- The date we increase a benefit at the request of the policy owner (not including any automatic increase due to Index Linking). The exclusion applies only to the amount of the increase in the benefit.

- The date we agree to reinstate the policy after it has been cancelled.
- The effective date of the exercising of a TPD Buy Back or Trauma Buy Back or the Accelerated Trauma Buy Back Benefit. The exclusion applies only to the amount of the reinstated benefit.

We will not pay any benefit if you suffer a Trauma Condition, become Totally and Permanently Disabled, or suffer Loss of Independent Existence at any time during the period of the policy as a result of your intentional or deliberate act or omission.

## 9. Termination of Policy

This policy will terminate and our liability to pay any benefit will cease automatically upon the first to happen of the following:

- (i) the end of the period of the policy; or
- (ii) upon the full payment of the sum insured in respect of each life insured; or
- (iii) the date we receive notification from the policy owner to cancel the policy.

We may cancel the policy if the premium has not been paid. In addition, we can cancel the policy in accordance with our legal rights.

## 10. Medical Definitions

For the purposes of this policy, the following important definitions apply. We require the diagnosis and certification of a condition:

- by a medical practitioner (a registered and qualified medical practitioner in Australia or another country approved by us), not being the policy owner, you or the respective partner or spouse; and
- agreed to by our medical adviser.

For the following Trauma Conditions the medical practitioner must be an appropriate specialist physician approved by us: Heart Attack, Cancer, Coronary Artery Surgery, Angioplasty, Stroke.

### Advanced Dementia and Alzheimer's Disease

Means the unequivocal diagnosis of dementia including Alzheimer's Disease made by a medical practitioner who is a consultant neurologist confirming dementia due to failure of the brain function with significant cognitive impairment for which no other recognisable cause has been identified. Significant cognitive impairment is defined as a deterioration or loss of intellectual capacity as measured by clinical evidence and standardised testing, and which results in a requirement for continual supervision to protect you or others.

**Angioplasty**

Means undergoing for the first time of Angioplasty, (with or without an insertion of a stent or laser therapy) that is considered necessary by Angiographic evidence to correct a narrowing or blockage of one or more coronary arteries.

**Aorta Surgery**

Means the undergoing of open heart surgery to correct any narrowing, dissection or aneurysm of the thoracic or abdominal aorta.

**Aplastic Anaemia**

Means the acquired abnormality of blood production, characterised by the total aplasia of bone marrow.

**Benign Brain Tumour**

Means 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. 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 not covered.

**Blindness**

Means the permanent loss of sight of both eyes, whether aided or unaided, as a result of disease, illness or injury such that visual acuity is 6/60 or less in both eyes, or such that the visual field is reduced to 20 degrees or less of arc.

**Cancer**

Means the presence and diagnosis of one or more malignant tumours including leukaemia, lymphomas and Hodgkin's disease characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue. The following cancers are not covered by this policy:

- (i) tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia CIN-1, CIN-2, and CIN-3), or which are histologically described as pre malignant.

*(Note: Carcinoma in situ of the breast is covered if it results directly in the removal of the entire breast. This procedure must be performed specifically to arrest the spread of malignancy and be considered the appropriate and necessary treatment);*

- (ii) Melanomas of less than 1.5mm maximum thickness and which are also less than Clark Level 3 depth of invasion as determined by histological examination;
- (iii) All hyperkeratoses or basal cell carcinomas of the skin;

- (iv) All squamous cell carcinomas of the skin unless there has been a spread to other organs;
- (v) Prostatic cancers which are histologically described as TNM Classification T1 (or are of another equivalent or lesser classification); and
- (vi) Chronic lymphocytic leukaemia less than Rai Stage 1.

**Cardiomyopathy**

Means impaired ventricular function of variable aetiology resulting in significant permanent physical impairment to the degree of at least Class 4 of the New York Heart Association classification of cardiac impairment.

**Chronic Kidney Failure**

Means end stage renal disease which requires permanent dialysis or renal transplantation.

**Chronic Liver Disease**

Means end stage liver failure together with permanent jaundice, ascites and encephalopathy.

**Chronic Lung Disease**

Means end stage lung disease requiring permanent supplementary oxygen, with FEV1 test results of consistently less than one litre.

**Coma**

Means total failure of cerebral function characterised by total unconsciousness and unresponsiveness to all external stimuli, persisting continuously with the use of a life support system for a period of at least 96 hours and resulting in a neurological deficit causing at least a permanent 25% impairment of whole person function.

**Coronary Artery Surgery**

Means Coronary Artery Bypass graft surgery that is necessary to correct or treat coronary artery disease causing inadequate myocardial blood supply.

**Deafness**

Means the total, irreversible and irreparable loss of hearing, both natural and assisted, in both ears as a result of disease, illness or injury.

**Diplegia**

Means the permanent and total loss of function of both sides of the body due to disease, illness or injury, but excluding Diplegia Facialis.

**Encephalitis**

Means the severe inflammation disease of the brain resulting in neurological deficit causing at least a permanent 25% impairment of whole person function.

### **Heart Attack**

Means death of a portion of heart muscle arising from inadequate blood supply to the relevant area. The basis for diagnosis shall be supported by the following clinical features being present and consistent with a heart attack and will include either:

- (i) recent electrocardiographic (ECG) changes and diagnostic elevation of cardiac enzymes CK-MB;

or

- (ii) levels of Troponin I of 2.0µg/L or greater, or Troponin T of 0.6µg/L or greater, or their equivalent, and a left ventricular ejection fraction of less than 50%.

### **Heart Valve Surgery**

Means the undergoing of open heart surgery to correct or replace cardiac valves as a consequence of heart valve defects or abnormalities.

### **Hemiplegia**

Means the permanent and total loss of function of one side of the body due to disease, illness or injury.

### **Loss of Independent Existence**

Means a condition as a result of a disease, illness or injury whereby you are totally and irreversibly unable to perform at least two of the following five 'activities of daily living':

- (i) bathing and showering;
- (ii) dressing and undressing;
- (iii) eating and drinking;
- (iv) using a toilet to maintain personal hygiene;
- (v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

### **Loss of Speech**

Means the complete and irrecoverable loss of speech as a result of disease, injury or illness. The loss of the ability to speak must be established for a continuous period of six months.

### **Major Head Trauma**

Means cerebral injury resulting in neurological deficit causing at least a permanent 25% impairment of whole person function confirmed by a medical practitioner who is a consultant neurologist.

### **Major Organ Transplant**

Means the medically necessary human to human organ transplant from a donor to you of one or more of the following complete organs:

- (i) kidney;
- (ii) heart;
- (iii) lung;

- (iv) liver;

- (v) pancreas; or

- (vi) the transplant of bone marrow.

### **Multiple Sclerosis**

Means a disease characterised by demyelination of nervous tissue, more than one episode of well defined neurological deficit, persisting neurological abnormalities and at least a permanent 25% impairment of whole person function. You need not necessarily be confined to a wheelchair.

The disease must be diagnosed by a medical practitioner who is a consultant neurologist on the basis of confirmatory neurological investigation, e.g. lumbar puncture, evoked visual responses, evoked auditory responses and Nuclear Magnetic Resonance (NMR) evidence of lesions of the central nervous system.

### **Occupationally Acquired HIV**

Means infection with the Human Immunodeficiency Virus (HIV) where the virus was acquired as a result of an accident occurring during the course of your normal occupation and sero-conversion of the HIV infection must occur within six months of the accident. HIV infection acquired by any other means including sexual activity or recreational intravenous drug use is excluded.

Any accident giving rise to a potential claim must be reported to us within seven days of the incident and supported by a negative HIV antibody test taken after the accident. We must be given access to test independently all the blood samples used.

### **Paraplegia**

Means the permanent and total loss of use of both arms or both legs resulting from illness, disease or injury.

### **Parkinson's Disease**

Means Parkinson's Disease which cannot be controlled with medication and showing signs of progressive incapacity with at least a permanent 25% impairment of whole person function all diagnosed by a medical practitioner who is a consultant neurologist.

### **Primary Motor Neurone Disease**

Means amyotrophic lateral sclerosis with significant persistent neurological deficit resulting in at least a permanent 25% impairment of whole person function all unequivocally diagnosed by a medical practitioner who is a consultant neurologist.

### **Primary Pulmonary Hypertension**

Means 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 4 of the New York Heart Association classification of cardiac impairment.

**Quadriplegia**

Means the permanent and total loss of use of both arms and both legs resulting from disease, illness or injury.

**Severe Burns**

Means tissue injury caused by thermal, electrical or chemical agents causing third degree burns to:

- (i) 20% or more of the body surface area as measured by the 'Rule of Nines' or the Lund and Browder Body Surface Chart; or
- (ii) the whole of both hands, requiring surgical debridement and/or grafting; or
- (iii) the whole of the face, requiring surgical debridement and/or grafting.

**Stroke**

Means a cerebrovascular accident or event producing a neurological deficit lasting more than 24 hours. There must be clear evidence:

- (i) of the onset of objective neurological deficit;
- (ii) on a CT, MRI or similar scan that a stroke has occurred; and
- (iii) of infarction of brain tissue, intracranial or subarachnoid haemorrhage or embolisation from an extracranial source.

Transient ischaemic attacks, cerebral events due to reversible neurological deficits, migraine, hypoxia or trauma, and vascular disease affecting the eye, optic nerve or vestibular functions are excluded.

**11. General****11.1 Statutory Funds**

Premiums from the Leading Life policy will be placed in our Statutory Fund No.1 and the policy will be written in that fund unless the policy owner is a trustee of a superannuation fund, in which case the premiums will be placed in our Statutory Fund No.3 and the policy will be written in that fund. We reserve the right to transfer all or any of the benefits under this policy to any new or existing statutory fund or subfund in that statutory fund with the permission of the appropriate prudential regulator (if necessary).

**11.2 No Surrender Value**

This policy provides insurance cover only. The benefits under this policy do not include an investment component. The policy has no surrender value.

**11.3 Transferring Ownership (Assignment)**

The policy owner may assign the ownership of the policy by completing the Memorandum of Transfer contained in the Policy Schedule and having the assignment registered with us.

**Note:** Failure to register the assignment with us may prejudice the rights of the new owner to claim under this policy.

**11.4 Joint Ownership**

Where there is more than one policy owner, unless otherwise stated in the Application Form, this policy shall be owned by them as joint tenants.

**11.5 Australian Law and Courts**

This policy is governed by the law that applies within the Commonwealth of Australia and the Courts of that Commonwealth. Its States and Territories have jurisdiction over any matter under this policy.

**11.6 Headings in these Policy Terms**

Headings appear in this document as an aid to interpretation of the relevant section or provision.

**12. Other Important Information****12.1 Taxation**

Please refer to our current Product Disclosure Statement for information about taxation of premiums and benefits under this policy.

**12.2 Changes**

Any changes to the circumstances described in this policy or to any communication to the policy owner/s will be notified to the policy owner/s in the Policy Schedule or Renewal Notice following the change.

**12.3 Cooling-off Period**

If we accept your application for the policy and issue a Policy Schedule, you have 14 days to check the details to ensure the policy meets with your needs. This is called the 'cooling-off period'. You may cancel the policy during this period by giving us notice in writing and by returning the Policy Schedule. If you do this we will refund any money you have paid as premiums under the policy and cancel the policy with effect from the Policy Start Date.

#### 12.4 Customer Concerns

If you have any concerns or complaints about your policy please refer them to us. We pride ourselves in our customer service and we will endeavour to solve your concerns quickly and fairly. All concerns should be directed to:

The Consumer Affairs Manager  
ING Life Limited  
GPO Box 75  
Sydney NSW 2001

Toll Free 133 667  
Fax 02 9234 8095

In the unlikely event that any concerns are not resolved to your satisfaction you may contact the Financial Industry Complaints Service Limited. The service is independent and industry sponsored and has been set up to advise and assist customers. If unresolved, the Complaints Review Panel can make a ruling that is binding on us.

Concerns to the Financial Industry Complaints Service Limited can be directed to:

The Manager  
Financial Industry Complaints Service Limited  
PO Box 579  
Collins Street West  
Melbourne VIC 8007

Toll Free 1300 780 808  
Fax 03 9621 2291

[www.fics.asn.au](http://www.fics.asn.au)