

# Life and Total and Permanent Disability Superannuation Insurance

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## **A Important information**

### **A.1 Keep this document safe**

Please keep all plan documents and schedules in a safe place. You will need them when you make a claim. You may also want to check something in them from time to time. In addition to these documents, we will send to you a notice at least once a year setting out your premium and charges.

If there is something in these documents that you do not understand, please speak to your adviser or call our representative on 132 987.

In this document, general information and definitions are found in Parts A, B, C and I.

You may be entitled to a benefit under the plan in the circumstances set out in Part D.

There are some circumstances in which we will not pay the Trustee the benefit. Those are set out in Part E.

The procedure for you to make a claim is described in Part F.

Information about premiums and charges is set out in Part G.

The ways that the plan can be brought to an end are described in Part H.

### **A.2 This plan is not a savings plan**

This is not a savings plan. It has no cash value. This means you are not entitled to:

- any payment if you end the plan, or
- share in any of our profit or surplus.

### **A.3 Cooling-off period**

You have 28 days from when you receive this plan document to check that the plan meets your needs. This is known as the cooling-off period. Within this period you may cancel the plan and we will refund any premiums paid. Your request must be in writing and forwarded to the Trustee.

### **A.4 Changing to a new plan**

If you are not satisfied with your plan, please tell us. We may be able to change the plan to satisfy you. Changing to a new plan may require a reassessment of your health, occupation, pastimes and place of residence. It is usually better to modify your plan rather than to end it and start a new one.

### **A.5 Where we put your money**

We pay your premiums into a fund called Statutory Fund No. 4. The fund is regulated under the Life Insurance Act 1995.

## **A.6 Legislation**

The plan is issued subject to the Life Insurance Act 1995, the Insurance Contracts Act 1984, the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997, the Superannuation Industry (Supervision) Act 1993 and any other Act of Parliament controlling the terms of insurance contracts and the operation of superannuation funds.

### **A.7 Warning**

The plan is provided on the understanding that your Application form was filled in completely and accurately. It is also based on your acknowledgement that you have read and understood the material on the Application form about what you must tell us (your duty of disclosure). This is very important. For your convenience, we repeat that information here. Please read it again.

### **A.8 Your duty of disclosure**

Before you enter into a contract of life insurance with an insurer, you have a duty under the Insurance Contracts Act 1984 to disclose to the insurer every matter that you know, or could be reasonably expected to know, that 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, or
- that is of common knowledge, or
- that your insurer knows or, in the ordinary course of business, ought to know, or
- as to which compliance with your duty is waived by the insurer.

### **A.9 Non-disclosure**

If you fail to comply with your duty of disclosure (or make a misrepresentation to us) and we would not have entered into the contract on any terms if you had complied with your duty of disclosure (or made no misrepresentation to us) we may avoid the contract within three years of the commencement date. If your non-disclosure (or misrepresentation) is fraudulent, we may avoid the contract at any time.

An insurer who is entitled to avoid a contract of life insurance may, within three years of the commencement date elect not to avoid it but to reduce the sum that you have been insured for 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.

## A.10 Continuing your insurance cover

As long as you pay your premiums on time and comply with the terms set out in this document we will:

- pay the Trustee benefits in Australian dollars when you are entitled to them
- continue the plan until the plan ends or the Expiry date, as set out in the schedule, and
- not place any further conditions such as exclusions or loadings on the plan.

## A.11 Plan fee waiver on additional plans

Subject to agreement with us, if you have other plan(s) with us we may waive the plan fee on the second and subsequent plan(s). There are limitations on which plans this applies to. Please contact us for full details.

The schedule shows which plan is a primary plan and which plan(s) have had the plan fees waived.

## A.12 How to deal with any concerns you may have

If you have an inquiry or complaint about the plan or benefit entitlement, please contact our Customer Service Centre on the toll free number 132 987. Alternatively, you may wish to write to:

AMP Ltd  
PO Box 14330  
MELBOURNE VIC 8001

We will acknowledge inquiries and written complaints in writing within 10 days of receipt. We will provide the same acknowledgment for complaints received over the telephone, unless they can be resolved in a timely manner. The complaint will be considered by us and a response will be provided within 90 days after receipt of the complaint.

If, after 90 days, you are not satisfied with the way your inquiry or complaint was handled or with our response, you can seek assistance from the Superannuation Complaints Tribunal (SCT). The SCT is an independent body set up by the Federal Government to help members or dependants to resolve superannuation complaints.

You can contact the SCT on 1300 884 114 or write to:

Superannuation Complaints Tribunal  
Locked Bag 3060  
MELBOURNE VIC 3001

## B General

### B.1 About this document

This document applies to the insurance cover listed on the schedule it is attached to. Any reference to 'plan' in this document applies to any plan or plans listed in the schedule. A reference to plan in this document may also refer to any option attached to the plan, as the context requires.

Some words in the plan have a particular meaning. These 'defined terms' are shown in 'inverted commas' and the meaning is explained in clause I.3.

This document also applies to the insurance 'options' listed in clause I.3. Any reference to option in this document only applies to those options specified in the schedule.

Except where otherwise indicated, all parts of this document apply to your plan.

The plan document, the Application form and the schedule are all evidence of our contract with the Trustee.

The plan is issued by The National Mutual Life Association of Australasia Limited (ABN 72 004 020 437, AFSL 234649), referred to in the plan as 'us' or 'we'.

In the plan, the following terms refer to information set out in the schedule:

- Benefit
- Commencement date
- Expiry date
- Premium structure, and
- 'Renewal date'.

Each plan and option starts on the Commencement date, and ends on the Expiry date, specified for it in the schedule, unless it is ended by you or us before then.

You should be aware that in certain circumstances a benefit may not be permitted to be released from the Fund unless you satisfy requirements in relation to payment restrictions applicable to a terminal illness medical condition or permanent incapacity, as defined under superannuation legislation.

If you have purchased a 'FlexiLink plan' or a PremierLink TPD option attached to this plan, they will be held on a separate schedule to the plan/option they are linked to. Changes to the benefits on the linked plan can affect the benefits listed in this plan document.

We recommend that you seek independent expert advice if you have any concerns about whether a benefit may be paid from the fund.

### B.2 Notices

Any notice we give each other must be in writing. It can be given in any way allowed by law. Any notice we give to you by post will be at the last address you gave us.

### B.3 Who is insured?

In this plan the person whose life is insured is shown in the schedule, and is referred to by the words 'you' and 'your' in this document. This person is a member of the superannuation fund this plan is issued by, either the Super Directions Fund (ABN 78 421 957 449) or the Wealth Personal Superannuation and Pension Fund (ABN 92 381 911 598) (the Fund). The plan owner noted in the schedule will be the Trustee, N.M. Superannuation Proprietary Limited (ABN 31 008 428 322, AFSL 234654) (the Trustee).

## B.4 Upgrade of benefits

If we make future improvements to your plan, and such improvements do not result in an increase in premium rates, we will pass these changes on to you without you having to provide us with any medical evidence or evidence regarding your occupation, pastimes or place of residence.

Upgrades provide improvements to your plan including additional benefits and improved definitions. You will still retain your existing terms, conditions and premium rates for this plan. Any improvements and /or changes to your plan definitions will always be reviewed at claim time to ensure you are assessed using the definition that benefits you most. This means that should a definition or benefit from your original plan be more beneficial to you, you will still be eligible to claim under your original plan definitions.

If you are suffering a pre-existing condition at the time the improvement is provided, the improvement will not apply when assessing any claim affected by that pre-existing condition.

## B.5 We will increase the benefit by at least the increase in the Consumer Price Index (CPI)

Each year on the 'renewal date', we will increase the benefit of your insurance by 5% or the increase in the CPI, whichever is the greater. Your premium will increase as a result of this increase in the benefit. You may decline the benefit increase for any particular year or for all years by writing to us.

The increase to your benefit only applies to a claim you make under the plan that happens after the date of the increase.

If your premiums are paid by your employer you must get agreement from your employer to allow indexation to be applied to your plan.

We will not increase the benefit:

- after your 65th birthday, or
- where a loading exceeding 100% is applied to your premium, or
- on a Business solutions option.

For all 'TPD options' and 'FlexiLink plans'

We will not increase the benefit for a 'TPD option' or 'FlexiLink plan' by any amount which would cause the benefit to exceed the life benefit of the plan or 'option' to which the TPD option or 'FlexiLink plan' is attached/linked.

### The CPI information we use

The increase we make to your benefit will normally be based on the Australian National All Groups Consumer Price Index weighted average of eight capital cities combined. We use the last published Index for the 12 months ending 30 September each year. Any increase will be applied on your next 'renewal date' on or after 1 January of the following year. However, we may use the

Index published for a more recent 12 month period and/ or another index or rate which we believe more fairly and accurately reflects changes in the cost of living.

Where this plan has been established by the exercise under another plan of a Life Buy-Back (TPD) Option, then this clause shall not operate.

## B.6 24 hour worldwide cover

Subject to the terms and conditions of the plan, we will cover you 24 hours a day anywhere in the world. If you are sick or injured outside Australia or New Zealand, we may require additional medical documentation and/or medical examinations by a doctor chosen by us to support the claim.

## C Included benefits and optional benefits available

Each plan has one or more benefits available, which we will pay to the Trustee upon the circumstances set out in Part D. Some plans also allow the addition of optional benefits for an extra premium.

### C.1 Included benefits

Refer to Part D for details of the included benefits.

Included benefits	Life Insurance Plan	TPD option
Life insurance	✓	
Terminal illness	✓	
Future insurability	✓	✓
Premium freeze	✓ <sup>(i)</sup>	✓ <sup>(ii)</sup>
TPD (own, any or ADL)		✓
Day one TPD		✓ <sup>(i)</sup>

(i) Not available on activities of daily living TPD.

(ii) Not available on 'FlexiLink plans'/PremierLink TPD option or the plans/options they are linked to.

### C.2 Optional benefits at additional premium

Each option or FlexiLink plan below may be added to the plan for an extra premium. Each option or FlexiLink plan is only valid if it is specified in the schedule. Where an option or FlexiLink plan is specified in the schedule, the option and/or FlexiLink plan forms part of the plan it is attached/linked to.

Refer to Part D for details of the optional benefits.

Optional benefits	Life Insurance Plan	TPD option
TPD (own, any or ADL)	✓	
Business solutions option	✓	✓ <sup>(i)</sup>
Double TPD		✓ <sup>(i)</sup>
FlexiLink TPD (own or any) plan	✓	
FlexiLink trauma/trauma plus plan	✓	
Life buy back		✓ <sup>(i)</sup>
PremierLink TPD		✓ <sup>(i),(ii)</sup>
Premium waiver	✓	

(i) Not available on activities of daily living TPD.

(ii) Available as an option linked to a TPD any occupation option.

## D Circumstances in which you will receive a benefit

### D.1 Life insurance

#### D.1.1 Life insurance benefit

If you die, we will pay the Trustee the life benefit. This amount is paid once only as a lump sum.

#### D.1.2 Terminal illness benefit

If you become terminally ill, you may ask us to pay the Trustee the life benefit immediately. This amount is paid once only as a lump sum.

We will only pay if you become terminally ill:

- after this plan commences
- before this plan ends, and
- before you reach the benefit expiry age for this plan.

Terminally ill means

- two registered medical practitioners have certified, jointly or separately, that you suffer from an illness, or you have incurred an injury, that is likely to result in your death within 12 months of the date of certification
- at least one of the registered medical practitioners is a specialist practising in an area related to the illness or injury, and
- for each of the certificates, the certification period has not ended.

No terminal illness benefit will be paid if this plan has lapsed, been cancelled or is otherwise not in force prior to the date you become terminally ill. The amount of the terminal illness benefit we will pay is the amount of the life insurance that applied when you become terminally ill.

If a terminal illness claim is admitted, we will pay the insured amount to the Trustee. Subject to the Trustee confirming you have satisfied a condition of release, such

as a terminal medical condition, the Trustee will make the proceeds available to you.

The life insurance benefit is specified in your schedule.

Note: We reserve the right to request that a certifying registered medical practitioner cannot be a family member, business partner, your employee or employer.

#### D.1.3 Included benefits

The included benefit detailed in clauses D.1.3.1 and D.1.3.2 are incorporated in your plan as shown in clause C.1.

##### D.1.3.1 Future insurability benefit

This benefit allows you to increase your insurance benefit once in any 12 month period. Increases to your insurance benefit made under the future insurability benefit are not subject to providing health evidence.

The increase must be applied for in the period commencing on the date a specified personal or business event occurred and ending 30 days following the first policy anniversary after that event.

Events covered under specified personal events are:

- marriage or registering a ‘de facto relationship’
- on the first anniversary of a ‘de facto relationship’ where that anniversary occurs on or after the date you were covered by this policy
- divorce or registering a ‘separation’ from a marriage or registered ‘de facto relationship’
- on the first anniversary of ‘separating’ from a marriage or ‘de facto relationship’ where that anniversary occurs on or after the date you were covered by this policy
- death of a spouse or de facto partner
- effecting a mortgage for the first time or increasing a mortgage
- completing first undergraduate degree at an Australian University recognised by us
- birth or adoption of a child
- your child first starts secondary school
- becoming a carer for the first time
- promotion or commencement of a new employment arrangement (where your base salary [not taking into account salary packaging arrangements] increases by at least \$10,000 and 10%).

If the following events occur with the same person, you are only eligible to apply for one increase:

- marriage, or
- divorce or ‘separation’ from a marriage, or
- entering into a ‘de facto relationship’, or
- ‘separation’ from a ‘de facto relationship’.

You will be required to provide evidence that is acceptable to us and supports the increase to your benefit.

Marriage is evidenced by a certified copy of the marriage certificate.

The first anniversary of the commencement of a 'de facto relationship' is evidenced by:

- a certified copy of the registration certificate of a 'de facto relationship', or
- a signed Statutory Declaration confirming you are in a 'de facto relationship' where the first anniversary occurs on or after the commencement date shown in your schedule.

Divorce is evidenced by a certified copy of the divorce order.

The first anniversary of the permanent separation from a marriage or a 'de facto relationship' is evidenced by:

- a certified copy of the separation certificate of a marriage or a 'de facto relationship', or
- a signed Statutory Declaration confirming the first anniversary of the 'separation' from the marriage or the 'de facto relationship' occurred on or after the commencement date shown in your schedule.

**Events covered under specified business events:**

- business succession planning – increase in the value of the business or in the insured's shareholding
- key person insurance – increase in the value of the key person to the business
- loan guarantee – increase in business loans.

You will be required to provide financial evidence that is acceptable to us and supports the increase to your benefit.

**How much additional cover you can purchase**

The maximum amount of increase for any one event will be limited to the lowest of:

- 25% of the sum insured
- \$200,000
- where the increase relates to a mortgage, the amount of the mortgage or the increase to the mortgage, or
- where the increase relates to a promotion or commencement of a new employment arrangement, 10 times the salary increase.

The maximum amount of additional insurance for each cover type you can purchase in total for all increases is the lower of:

- the original sum insured, and
- \$1,000,000.

The future insurability benefit cannot be exercised if at the time of your application:

- the insured has previously been accepted by us with a medical loading greater than 50% under a policy held with us, or
- the insured is currently entitled to make, or has made, a claim for a terminal illness, TPD or trauma benefit under a policy held with us.

For the first six months from the date of the increase, we will only pay the amount of the increased benefit in the event of:

- accidental death,
- accidental total and permanent disability (caused by violent, accidental, external and visible means), or
- the life insured suffering an accidental trauma event.

This benefit will expire on your 55th birthday. The specified event for which you are applying for an increase must occur prior to your 55th birthday.

#### **D.1.3.2 Premium freeze**

Exercising this option allows you to maintain your current premium at the time this option is exercised. Your benefit amount will reduce each year that this option is applied.

If you choose to cancel Premium freeze, your benefit amount current at that time will not reduce anymore and the Indexation benefit will recommence without further health evidence. Premiums will then increase each year according to your age.

You can request to exercise Premium freeze or cancel it at any time, which will take effect from the next 'renewal date' of the policy.

If you wish to request a premium freeze, you must let us know in writing. Any special conditions such as exclusions and loadings will still apply.

Premium freeze is not available on a 'FlexiLink plan', PremierLink TPD option or the plans/options they are attached/linked to.

This option is only available for stepped premiums. The Indexation benefit will not apply while Premium freeze is exercised.

#### **D.1.4 Optional benefits**

The optional benefit detailed in clause D.1.4 may be added to your plan for an additional premium and according to the conditions shown in clause C.2. An option only applies if it is specified in the schedule.

##### **D.1.4.1 Premium waiver option**

We will waive your premiums while:

- you are totally disabled, or
- 'involuntarily unemployed'.

##### **Totally disabled**

If you are totally disabled for greater than 90 consecutive days, you will not have to pay any further premium for the life insurance plan (including the plan fee and any 'options' or 'FlexiLink plans' that are attached/linked to the life insurance plan) while you remain totally disabled until you reach age 65. For the purpose of this option only, you are totally disabled if, because of an injury or sickness, you are:

- not capable of doing the 'important duties' of your occupation

- not working in any occupation (whether paid or unpaid), and
- under ‘medical care’.

#### **Involuntarily unemployed**

Additionally, if you become ‘involuntarily unemployed’ and you let us know in writing within three months of the date this took place, you do not have to pay your premium for the life insurance plan (including the plan fee and any ‘options’ or ‘FlexiLink plans’ that are attached/linked to the life insurance plan) for three months from the date you became ‘involuntarily unemployed’ or until you are employed, whichever is shorter. This clause only applies if:

- your plan has been in force for six months in a row at the time you become ‘involuntarily unemployed’, and
- you register with an approved government employment agency within 30 days of becoming ‘involuntarily unemployed’.

If you become ‘involuntarily unemployed’, we will waive premiums due or paid for all involuntary unemployment periods for a cumulative period of 12 months during the life of the plan.

#### **When the Premium waiver option will not apply**

We will not waive any premium if your total disability was caused directly or indirectly by you performing an act or omission with the intention or likely outcome of causing harm to yourself.

#### **We will not increase the benefit by the increase in the CPI if premiums are waived**

While we waive premiums under this option, we will not increase any benefits, whose premiums are being waived, by the increase in the CPI (clause B.5).

However, if we are no longer waiving premiums under this option and you are required to resume premium payments, we will recommence increases to the benefit by the increase in the CPI (clause B.5).

#### **Not included in the premium waived**

The premium waived does not include:

- any premium increases as a result of an increase in the benefit, purchasing a new option or increasing the benefit of an option attached/linked to the life benefit, except those due to a change in your age, for the plan or any options attached/linked to the plan that are effective after the commencement of the waiving of premium, or
- any part of the premium for changes in the benefit due to options exercised after the commencement of the waiving of premium.

## **D.2 TPD insurance**

TPD insurance may be purchased as:

- an option attached to a Life Insurance Superannuation Plan, or
- a ‘FlexiLink TPD plan’ linked to a Life Insurance Superannuation Plan but held on a separate schedule, or
- a PremierLink TPD option linked to a TPD any occupation option on a Life Insurance Superannuation Plan.

This will be specified on your schedule.

#### **If you are paid a TPD benefit**

If we pay the Trustee 100% of the benefit for a ‘TPD option’ (excluding Double TPD options) or a ‘FlexiLink TPD plan’:

- the ‘TPD option’ or ‘FlexiLink plan’ (held on a separate schedule) and any options attached/linked to them will cease, and
- the benefit of the plan that the ‘TPD option’ or ‘FlexiLink plan’ is attached/linked to will be reduced by the benefit you receive for TPD.

If this reduces the benefit of that plan to nil, that plan and all attached/linked options will cease and you will not be entitled to any more benefits, otherwise that plan will continue at the reduced benefit level.

#### **If you purchased a PremierLink TPD option**

When a claim is lodged, it will be assessed against the linked TPD any occupation definition in the first instance. If the claim is not admitted, it will be re-assessed against the TPD own occupation definition under the PremierLink TPD option.

If the linked TPD option is cancelled, the PremierLink TPD option will also be cancelled.

#### **D.2.1 TPD benefit**

If you are totally and permanently disabled, we will pay the Trustee the TPD benefit. The definition of TPD varies according to the type of plan you have. See clause I.1 for the definition of each of the TPD conditions listed below.

##### **For TPD any occupation**

You are totally and permanently disabled if you:

- are unlikely to work (any occupation), or
- suffer a specific loss, or
- require future care, or
- suffer significant cognitive impairment.

##### **For TPD own occupation**

You are totally and permanently disabled if you:

- are unlikely to work (own occupation), or
- suffer a specific loss, or
- require future care, or
- suffer significant cognitive impairment.

## For TPD ADL

You are totally and permanently disabled if you:

- C require future care, or
- D suffer significant cognitive impairment.

The definition A only applies until the first 'renewal date' after you turn 65, or until the plan ends, whichever occurs first.

The definitions B and C only apply until you turn 75, or until the plan ends, whichever occurs first.

The definition D only applies from the first 'renewal date' after you turn 65 until you turn 75 or until the plan ends, whichever occurs first.

## D.2.2 Included benefits

The included benefits detailed in clauses D.2.2.1 to D.2.2.3 are incorporated in your plan as shown in clause C.1.

### D.2.2.1 Day one TPD benefit

If you have been diagnosed by a 'medical practitioner' as suffering from one of the listed medical conditions below, we will waive the requirement to be unable to work for three months when assessing a claim made under definition A in clause D.2.1.

The medical conditions are:

- Alzheimer's disease and other dementias
- Blindness (Full payment)
- Cardiomyopathy
- Deafness (Full payment)
- Diplegia
- Hemiplegia
- Loss of speech
- Lung disease
- Major head injury
- Motor neurone disease
- Multiple sclerosis
- Muscular dystrophy
- Paraplegia
- Parkinson's disease
- Primary pulmonary hypertension
- Quadriplegia (also defined as Tetraplegia)
- Severe rheumatoid arthritis

### D.2.2.2 Future insurability benefit

Refer to clause D.1.3.1 for details of this benefit.

### D.2.2.3 Premium freeze

Refer to clause D.1.3.2 for details of this benefit.

## D.2.3 Optional benefits

The optional benefits detailed in clauses D.2.3.1 to D.2.3.3 may be added to your plan for an additional premium and according to the conditions shown in clause C.2. An option only applies if it is specified in the schedule.

### D.2.3.1 Double TPD option

Until the first 'renewal date' after you turn 65, this option has all the benefits of the relevant Total and Permanent Disability Insurance option, plus the following additional benefits.

#### If you are paid a TPD benefit

If you are paid 100% of the TPD benefit under this option, the benefit amount of the life insurance plan this option is attached to will not reduce. However, any benefit under an 'option' or 'FlexiLink plan' attached/linked to the plan (if applicable) will be reduced by the benefit you receive for TPD. If this reduces the benefit amount to nil, these options/plans will cease.

The Future insurability benefit will not be available on the life insurance plan once the Double TPD option has been activated.

#### Waiver of premium

If we pay the Trustee a TPD benefit under this option that is equal to the life benefit under the life insurance plan to which this option is attached, you will not be required to pay any future premiums for the life insurance plan, any 'options' or 'FlexiLink plans' that are attached/linked to the life insurance plan.

Where we have paid the Trustee a TPD benefit that is less than the life benefit under the life insurance plan, you will not be required to pay the proportionate amount of future premiums for the life insurance plan, any 'options' or 'FlexiLink plans' that are attached/linked to the life insurance plan.

Additionally you will not be required to pay the plan fee where we have paid you the TPD benefit.

Where we are waiving future premiums, CPI increases (clause B.5) will no longer be applied to the benefit of the life plan and any 'options' attached/linked to that plan.

#### Removal of benefits after the first renewal date after you turn 65

After the first 'renewal date' after you turn 65, the additional benefits of this clause, listed above, no longer apply.

### D.2.3.2 Life buy-back (TPD) option

If the Trustee is paid 100% of the TPD benefit under the 'TPD option' this option is attached to, and this leads to a decrease in the life benefit for a life plan, you may choose to buy another plan providing life insurance cover on your life (the new plan) without the need to provide us with any health or other evidence.



You can buy the new plan by submitting to us the required form, plus the appropriate premium, immediately from the date the Trustee was paid the TPD benefit. If we do not hear from you within 60 days of that date, you will lose your right to buy the new plan and this option will cease.

The maximum amount of life insurance you can apply for under the new plan is the lower of:

- the benefit amount of this option, and
- the amount of the decrease in the life benefit that occurred under the life plan due to any payments for TPD.

The new plan must be a plan on-sale from us at that time and must be of a similar design and benefit structure to the life plan whose benefit was decreased. Where we have a number of life plans on-sale, we will decide which plan or plans are available for purchase under this option.

The premium payable for the new plan will be based on the premium rates and policy terms and conditions applicable at the time the new plan is applied for. The premium payable and conditions for the new plan will include any special conditions such as exclusions and loadings that applied to this plan.

Any exclusion periods, qualifying periods or duty of disclosure requirements on the new plan will be regarded as having applied from the time of taking out the original plan.

CPI increases (clause B.5) and the Future insurability benefit will not be available on the new life insurance plan. This option can only be exercised once.

### **D.2.3.3 PremierLink TPD option**

This option links a TPD own occupation benefit to a TPD any occupation option.

In the event of a claim, you will be assessed under a TPD any occupation definition in the first instance. If you meet this definition, the benefit will be paid to the Trustee of the fund (or the trustees of the SMSF). If you do not meet the TPD any occupation definition, you will then be assessed under a TPD own occupation definition under the PremierLink TPD option. If you meet this definition, the benefit will be paid directly to you.

If you are eligible for the Accommodation benefit and/or the Financial plan benefit for a TPD claim under the TPD any occupation option or the PremierLink TPD option, these benefits will be paid under the PremierLink TPD option held outside of superannuation, and directly to you.

If you are paid the Partial TPD benefit, this will be paid under the PremierLink TPD option held outside of superannuation, and directly to you.

If you are paid a benefit under this option it will reduce the sum insured of the life plan it is attached to, the linked TPD any occupation insurance and any options attached/linked to the life insurance plan by the benefit amount paid.

### **General**

- This option is held on a separate schedule to the life insurance plan and TPD any occupation option that it is linked to.
- If you are paid a TPD benefit under either the TPD any occupation option or the PremierLink TPD option and you are also eligible for an Accommodation benefit and/or Financial plan benefit, these benefits will be paid to you directly under the PremierLink TPD option held outside of superannuation.
- When both a TPD any occupation option and PremierLink TPD option are purchased they will have the same sum insured (which cannot exceed the sum insured of the life insurance they are linked to).
- If an increase or reduction is made to the TPD any occupation insurance, the alteration will automatically be applied to the TPD own occupation cover held under the PremierLink TPD option.
- A payment of 100% of the TPD benefit under either the TPD any occupation option or the PremierLink TPD option will automatically cancel both options.
- If you cancel the TPD any occupation option, the PremierLink TPD option will automatically be cancelled. However, if you cancel the PremierLink TPD option, the TPD any occupation option can remain.
- If the Business solutions and/or the Life buy back options are purchased they will be applied to both the TPD any occupation option and the PremierLink TPD option. If they are cancelled, they will be cancelled from both TPD options.
- When the PremierLink TPD option is purchased, FlexiLink TPD plans and Double TPD will not be available on the life insurance plan and any options attached/linked to the life insurance plan.

## **D.3 Other options**

### **D.3.1 Business solutions options**

These options may be added to your plan for an additional premium and according to the conditions shown in clause C.2. An option only applies if it is specified in the schedule.

### **General**

Under this option, you can apply for an increase to your insured benefit in line with:

- the value of your business
- the value of you to the business, or
- the value of the relevant business loan at the time of the increase.

During the initial application you will be fully medically underwritten for the potential sum insured. The option is only available to lives that are accepted for cover on standard premium rates, terms and conditions. Financial requirements at application stage will be based on the initial sum insured and the reason for cover.

If you choose to exercise this option, we will require financial evidence and possibly other additional information that supports the increase to your benefit.

The amount we pay you will be inclusive of the total of the sums insured under any plans held by us or another insurer that provide the cover.

Unless otherwise specified, all parts of this section apply to the following options:

- Business solutions option – Life
- Business solutions option – TPD

For Business solutions option – Life

The maximum benefit amount that may be purchased is the lower of:

- four times the life benefit amount, or
- \$15,000,000 less the total benefit amounts under any other plans held with us or another company that provides cover for life insurance.

For Business solutions option – TPD

The maximum benefit amount that may be purchased is the lower of:

- four times the TPD benefit amount, or
- \$5,000,000 less the total benefit amounts under any other plans held with us or another company that provides cover for TPD insurance.

The following conditions apply:

- The plan benefit will not be increased by the CPI (clause B.5) under any plans or options covered by this option.
- The maximum increase to the plan benefit allowed through this option is the amount shown in the schedule.
- Any increase you apply for must meet our minimum and maximum sum insured increase requirements.
- You cannot increase the plan benefit to an amount that exceeds the 'value' of the 'business', 'value of you to the business' or the 'value of the relevant loan' at the time of the increase, and
- If the original plan benefit was less than 100% of the 'value' of the 'business', the 'value of you to the business' or the 'value of the relevant loan' at that time, then the plan benefit can only be increased under this option to an equivalent percentage of the 'value' of the 'business', the 'value of you to the business' or the 'value of the relevant loan' at the time of the Application to increase the plan benefit.

CPI increases (clause B.5) do not apply to the benefit amount of this option.

#### To apply for an increase

You must complete and forward to us the current Application form. Your adviser will be able to assist you in completing this form. You are required to provide details of your occupation, pastimes, residence, travel and any other insurance.

You must provide us with financial and supporting evidence to our satisfaction. The person providing the evidence required by us cannot be you or your family member, business partner, employee or employer.

#### When medical evidence is required when applying for an increase

You will not be required to provide medical evidence about your health when you apply for an increase in the plan benefit unless you have received, are receiving or eligible to receive any benefit under a plan held by us or another company.

#### When the option ends

In addition to the circumstances detailed in Part H to end the plan, this option will also end as soon as:

- you have made, or are entitled to make, a claim under the 'plan' this option is attached/linked to, or
- the sum insured has increased to the maximum amount permitted under this option, or
- the start of any period for which you have not paid premiums for the plan this option is attached/linked to.

## E When we will not pay

### E.1 If you had a medical condition, injury or sickness before the plan began

We will not pay a benefit for a medical condition, injury or sickness that occurred before the Commencement date unless you told us in writing about the medical condition, injury or sickness, and we agreed to accept it, when you applied for the plan or applied to have the plan increased (except where the increase was due to exercising an option) or restored under clause H.3.

For the purposes of this clause, you had a medical condition, injury or sickness if:

- a medical practitioner or other health professional gave you, or recommended that you receive advice, care or treatment, or
- you had symptoms of a medical condition or sickness for which a reasonable person would have tried to receive advice, care or treatment from a medical practitioner or other health professional.

Medical practitioner means a registered medical practitioner who is appropriately qualified to treat you for a medical condition, injury or sickness. For the purposes of this clause only, the medical practitioner can be you or your family member, business partner, employee or employer. For all other clauses in this plan, the definition of medical practitioner is contained in Clause I.3.

Other health professional means a physiotherapist, chiropractor, occupational therapist, practitioner of Chinese medicine, herbal therapies or any other such person.

## E.2 If a fraudulent claim is made

If you make a fraudulent claim we may refuse payment of the claim.

## E.3 Life insurance

We will not pay a benefit or an increase in the benefit if you commit suicide within 13 months of:

- the Commencement date
- the date the plan was restored, or
- the date of any increase, in which case we will only pay the amount of the benefit in place prior to the increase (not including any CPI increases (clause B.5)).

### Replacement plans, conversions and takeover from us or another insurer

Where we have agreed to replace a previous life benefit held by either us or another insurer, which was subject to a suicide exclusion (and the previous life benefit was terminated at the commencement date of this plan), we will waive the 13 month suicide exclusion.

However:

- if the suicide exclusion of the plan being replaced has not expired, any remaining months of the exclusion will apply to this plan, to a maximum of 13 months
- if the life benefit being replaced has been reinstated or increased, within 13 months of the replacement, and the suicide exclusion of the plan being replaced has not expired, any remaining months of the exclusion will apply to this plan, to a maximum of 13 months
- where the life benefit under this plan exceeds the life benefit being replaced, the 13 month suicide exclusion applies to the excess amount, and
- where the life benefit being replaced is not subject to a suicide exclusion, the 13 month suicide exclusion will apply to this plan.

## E.4 TPD insurance

We will not pay a benefit:

- if your total and permanent disability was caused directly or indirectly by you on purpose, or
- for a 'Double TPD option', if you die within eight days from the date that you suffered the medical condition, injury or sickness that directly or indirectly caused your total and permanent disability.

## F How to make a claim

You must notify us that you wish to make a claim as soon as possible after you suffer, or are diagnosed with, a 'claimable event'.

### Complete forms and return to us

The claim forms will be provided to you as soon as reasonably possible. Please complete the forms and return them to us within six months, or as soon as is reasonably possible, after you suffer or are diagnosed with, a 'claimable event'.

### We can ask for more information

At any time we, or our appointed representatives, may ask you or the Trustee for further information. This may include proof of age, information about your health, including past medical history, medical records, other insurance claims or any other information which we consider relevant to the claim. You or the Trustee, must give us that information, and, if we request, allow yourself to be interviewed or examined. We must receive this information before we can finalise the claim. We may choose a 'medical practitioner' to examine you. We will pay the costs of getting any additional medical information or having any examination or interview that we request.

In this clause, information includes an authority to obtain information from, and/or provide information to another source.

## G The premium you must pay

### G.1 Premiums

You must pay your premium when it is due and in Australian dollars. The premium includes the cost of providing the insurance and all taxes, duties, charges and the plan fee. You can pay by instalments. We will calculate your premium on each 'renewal date' or at any time you request a change that affects the premium.

The cost of providing the insurance is based on:

- the amount of the benefit
- your age
- any special conditions such as exclusions and loadings that apply, and
- the standard premium table that applies at the time.

### G.2 We can change your premium

The standard premium table for each premium structure shows factors and premium rates for each age, based on your sex, occupation and whether you smoke.

At any time we may change the standard premium tables so that the changes apply to all owners of this type of plan. If we do this, we will notify you in writing before the changes come into effect.

### G.3 Premium structure

The premium structure you choose will determine how often we refer to the standard premium table to obtain the premium rate for you.

### **G.3.1 Level**

Where the premium structure is level, we will only obtain the premium rate at the Commencement date of the plan, except if:

- there are any increases in the benefit, in which case we will obtain the premium rate for each increase at the date of that increase, or
- we change the standard premium table so that the changes apply to all plans like this one, in which case we will apply your new premium rates based on the new standard premium table at the date of the change.

**If you have a level premium structure, your premium will change**

If you have a level premium structure, your premium structure will change to stepped from the first renewal date after you turn 70 or after any earlier age requested by you.

### **G.3.2 Stepped**

Where the premium structure is stepped, we recalculate the premium rate every year on the 'renewal date' of the plan based on your age.

The cost for insurance will normally increase as you grow older.

### **G.3.3 Blended**

Where the premium structure is blended, we obtain the premium rate every year on the 'renewal date' of the plan for the first 10 years.

During this time, the cost of insurance will normally increase each year as you grow older.

After the first 10 years your premium will remain constant except if:

- there are any increases in the benefit, in which case we will obtain the premium rate for each increase at the date of that increase, and obtain new premium rates in future years for that increase as previously explained, or
- we change the standard premium table so that the changes apply to all plans like this one, in which case we will apply your new premium rates based on the new standard premium table at the date of the change.

**If you have a blended premium structure, your premium will change**

If you have a blended premium structure, your Premium structure will change to stepped from the first 'renewal date' after you turn 60, regardless of when any increases in the benefit commenced.

## **G.4 What are the charges?**

All the charges (other than the cost of providing the insurance) for the plan are described in this section. Please refer to the Product Disclosure Statement for further

information. We will not apply any other charges without your consent.

### **Plan fee**

The plan fee contributes to meeting the establishment and administration costs of the plan. In certain circumstances only one plan fee will be applicable. The conditions for this are outlined in clause A.11.

The plan fee may be increased to take into account the effects of inflation. If we do this, we will use the increase in the CPI (clause B.5).

### **Instalment loading**

An instalment loading applies if you choose to pay more frequently than annually. The loading is three and a half per cent of the annual premium for half yearly cases and seven for all other premium frequencies.

### **Government stamp duty**

A government stamp duty may be charged on this plan, and any options that have been attached/linked to this plan, based on the state in which you live.

The stamp duty rates and how they are charged vary from state to state and depend on the type of insurance that has been purchased.

The stamp duty will be included in, or in addition to, the insurance premium. If the stamp duty is charged in addition to the insurance premium, it will be shown as a separate item on the schedule.

State governments may change the rate of stamp duty or method of calculation from time to time, and any change may affect the amount you pay.

### **Variations**

We can change the fees or charges which apply to the plan. If we change the fees or charges we may tell you in writing prior to the change occurring as required by legislation at the time.

## **G.5 Taxation**

We can change the standard premium tables, fees or charges at any time to take account of any change to taxation or revenue laws.

# **H Ending the plan**

## **H.1 You can end the plan**

You can end the plan at any time. If you cancel it in the first 28 days from the date the plan document is first received, we will refund any premiums paid.

The plan ends on the date we receive your notice requesting the plan termination.

When the plan ends, you can no longer make a claim under the plan and we do not have to pay the Trustee any benefits.

## H.2 When the plan will end

The plan/option automatically ends as soon as one of the following happens:

- we have paid the benefit in full
- we have paid the benefit in full under the ‘plan’ to which this plan is attached/linked (if applicable)
- we have paid the benefit in full under the plan to which this option is attached/linked (if applicable)
- you die
- the ‘plan’ to which this plan is attached ends (if applicable)
- the plan to which this option is attached/linked ends (if applicable)
- the Expiry date is reached, or
- your premium is more than 30 days late. However, we will give you 28 days written notice before we end it for this reason.

Please note that the schedule may show a number of plans and/or options, each of which may have a different Expiry date. Refer to the schedule for the Expiry date of each plan and/or option.

## H.3 Restoring the plan

If the plan ends because your premium is more than 30 days late you have six months in which to ask us to restore it. When we are deciding whether or not to restore the plan, we may ask you for more information and/or require you to undergo medical assessment. If we restore the plan, you will have to pay the premium and any premium owing. The plan is restored when we tell you that in writing.

### We can set conditions

We can restore the plan on certain conditions. If we restore the plan on a condition that is inconsistent with any condition that was in place before the plan was terminated, that new condition takes priority.

### What we will cover

If we restore the plan, the plan and any new or changed conditions the plan may have only applies in relation to the diagnosis of, or the suffering from, a ‘claimable event’ which occurs after it is restored.

# I Definitions

## I.1 TPD definitions

### are unlikely to work (any occupation)

You have been unable to follow your own occupation for a continuous period of three months solely because of an injury or sickness, and in our opinion, based on medical or other evidence, solely as a result of that injury or sickness, you are unlikely ever to be able to follow your occupation or other occupation for which you are reasonably suited by education, training or experience.

### are unlikely to work (own occupation)

You are unable to follow your own occupation for a continuous period of three months because of an injury or sickness and in our opinion, based on medical or other evidence, because of that injury or sickness, you are unlikely ever to be able to follow your own occupation.

### require future care

Because of an injury or sickness, you are totally and permanently unable to perform at least two of the five ‘activities of daily living’ without assistance.

### suffer a specific loss

You have suffered the total and permanent loss of the use of:

- both hands
- both feet
- one hand and one foot
- the entire sight in both eyes
- one hand and the entire sight in one eye, or
- one foot and the entire sight in one eye.

### suffer significant cognitive impairment

You suffer a permanent deterioration of cognitive functioning as observed clinically and confirmed by standardised testing, which results in a requirement for continuous supervision and care of the insured by another person.

## I.2 Medical conditions

### Alzheimer’s disease and other dementias

Alzheimer’s disease and other dementias means an unequivocal clinical diagnosis of dementia (including Alzheimer’s disease) resulting in significant cognitive impairment.

Significant cognitive impairment means a deterioration in the Life Insured’s Mini-Mental State Examination scores to 24 or less.

### Blindness (Full payment)

Blindness means the permanent loss of sight in both eyes as a result of disease, illness or injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that visual field is reduced to 20 degrees or less of arc irrespective of corrected visual acuity.

### **Cardiomyopathy**

Cardiomyopathy means impairment of the ventricular function of variable aetiology resulting in significant and irreversible physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

### **Deafness (Full payment)**

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

### **Diplegia**

The total and permanent loss of the use of both sides of the body due to injury or sickness.

### **Hemiplegia**

Hemiplegia means the total and permanent loss of the use of one side of the body due to injury or sickness.

### **Loss of speech**

Total and permanent loss of the ability to produce intelligible speech as a result of permanent damage to the larynx or its nerve supply from the speech centres of the brain, whether caused by injury, tumour or sickness.

### **Lung disease**

Chronic lung disease requiring permanent supplementary oxygen. For the purposes of this definition, the criteria for requiring supplementary oxygen will be an arterial blood oxygen partial pressure of 55 mmol/L or less, while breathing room air.

### **Major head injury**

Major head injury means cerebral injury caused by external trauma which results in permanent neurological deficit:

- with at least ‘25% impairment’ of whole body function, or
- with the person insured becoming totally and permanently unable to perform at least one of the ‘activities of daily living’.

### **Motor neurone disease**

Motor neurone disease means unequivocal diagnosis of motor neurone disease by a consultant neurologist and confirmed by neurological investigations.

### **Multiple sclerosis**

Multiple sclerosis means unequivocal diagnosis of multiple sclerosis confirmed by a consultant neurologist where there has been more than one episode of well defined neurological deficit with persisting neurological abnormalities. The neurological deficit must involve motor and sensory function.

### **Muscular dystrophy**

Muscular dystrophy means the unequivocal diagnosis of muscular dystrophy confirmed by a consultant neurologist.

### **Paraplegia**

The total and permanent loss of the use of the lower limbs due to spinal cord injury or disease.

### **Parkinson’s disease**

Parkinson’s disease means the unequivocal diagnosis of degenerative idiopathic Parkinson’s disease confirmed by a consultant neurologist, as characterised by the clinical manifestation of one or more of the following:

- rigidity,
- tremor, and
- akinesia

resulting in the degeneration of the nigrostriatal system.

All other types of Parkinsonism are excluded (for example, secondary to medication).

### **Primary pulmonary hypertension**

Primary pulmonary hypertension means primary pulmonary hypertension with right ventricular enlargement established by investigations including cardiac catheterisation.

### **Quadriplegia (also defined as tetraplegia)**

The total and permanent loss of the use of the upper and lower limbs due to spinal cord injury or disease.

### **Severe rheumatoid arthritis**

Severe rheumatoid arthritis means the unequivocal diagnosis of severe rheumatoid arthritis confirmed by a rheumatologist. The diagnosis must be supported by, and evidence, all of the following criteria:

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

Degenerative osteoarthritis and all other arthritides are excluded.

## **1.3 Defined terms**

**activities of daily living** are the following:

- bathing/showering

- dressing/undressing
- eating/drinking
- using the toilet to maintain personal hygiene
- getting in and out of bed, a chair or wheelchair or moving from place to place by walking, a wheelchair or with a walking aid.

**business** means the entity on which we based our underwriting at the time you applied for this option

**claimable event** means

For Life Insurance Superannuation Plan:

- death.

For total and permanent disability insurance:

- suffer a specific loss, or
- are unlikely to work, or
- require future care, or
- suffer significant cognitive impairment

as defined in clause I.1.

**de facto relationship** means:

- a relationship between two persons (whether of the same sex or different sexes) that is registered under a law of a State or Territory of Australia, or
- a relationship between two persons (whether of the same sex or different sexes) who, although not legally married to each other, live with each other on a genuine domestic basis in a relationship as a couple.

**double TPD option/s** means any of:

- Double TPD insurance option (Any)
- Double TPD insurance option (Own).

**FlexiLink plan/s** means any of:

- FlexiLink TPD Insurance Plan (Own)
- FlexiLink TPD Insurance Plan (Any)
- FlexiLink Trauma Insurance Plan
- FlexiLink Trauma Insurance Plus Plan.

**income** means:

- if you own part or all of a business or practice, income is money generated by the business or practice due to your own activity, after all expenses in earning that ‘income’ have been deducted, or
- if you are employed, your income is the total package, including commissions, regular bonuses, superannuation and fringe benefits.

‘income’ does not include investment or interest income.

**important duties** means one or more duties that are important and essential in producing income.

**Involuntarily Unemployed** means you becoming unemployed as a result of the termination of your employment by your employer, or you being made redundant without your consent.

It does not include unemployment as a result of:

- you ceasing employment of a casual, seasonal or temporary nature,
- the expiration of a fixed term employment contract or other specified period of work, or
- the deliberate or serious misconduct of you.

**medical care** means that you must be receiving treatment and/or following advice recommended by a ‘medical practitioner’ who has personally assessed you and been provided with full clinical details of your case and you will continue to be reviewed in these circumstances on at least a monthly basis unless the ‘medical practitioner’ specifies otherwise.

**medical practitioner** means a registered medical practitioner who is appropriately qualified to treat you for injury or sickness. The medical practitioner cannot be you or a family member, business partner, employee or employer.

**option/s** means any of:

- TPD insurance option (Own)
- TPD Insurance option (Any)
- Activities of Daily Living TPD insurance option
- Double TPD insurance option (Own)
- Double TPD insurance option (Any)
- Business solutions option – Life
- Business solutions option – TPD
- Life buy back (TPD) option
- PremierLink TPD option
- Premium waiver option.

**plan** means:

- Life Insurance Superannuation Plan.

**renewal date** means the anniversary of your policy commencement date.

**separation/separating** means:

- in the case of marriage, not living as a married couple for a period of 12 months, whether or not an application for divorce has been made, or
- in the case of a ‘de facto relationship’, ceasing to be in that de facto relationship for a period of 12 months.

**TPD ADL** means:

- Activities of Daily Living TPD insurance option.

**TPD any occupation** means any of:

- Total and Permanent Disability insurance option (Any)
- Double TPD insurance option (Any).

**TPD option/s** means any of:

- Total and Permanent Disability insurance option (Own)
- Total and Permanent Disability insurance option (Any)
- Double TPD insurance option (Own)
- Double TPD insurance option (Any)
- Activities of Daily Living TPD insurance option
- PremierLink TPD option.

**TPD own occupation** means any of:

- Total and Permanent Disability insurance option (Own)
- Double TPD insurance option (Own)
- PremierLink TPD option.

**valuation, value** means a valuation of the 'business' based on the same method of valuation for the 'business' we used when you applied for this option.

**value of you to the business** means either the value of the proportion of the 'business' owned by you, or the worth (agreed to by us) of you to the 'business'.

**value of the relevant loan** means the value of a loan or loans (agreed to by us).

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