



**AVIVA**

## Aviva Protectionfirst Range

# Product Disclosure Statement

Date of issue 17 October 2005

To acquire the Aviva Protectionfirst products you must complete the application form contained in this Product Disclosure Statement



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This Product Disclosure Statement (“PDS”) covers two separate financial products: life insurance and superannuation.

The life insurance product is called the Aviva Protection*first* Range and is issued by Norwich Union Life Australia Limited (“NULAL”, “the Administrator”, “our”, “we”, or “us”) ABN 34 006 783 295 Australian Financial Services Licence Number (“AFSL number”) 241686. The superannuation product is called the Norwich Union Superannuation Trust (“the Trust”) and is issued by NULIS Nominees (Australia) Limited (“NULIS” or “the Trustee”) ABN 80 008 515 633 AFSL number 236465. Both products are administered by NULAL.

NULAL and NULIS are part of Aviva Australia Holdings Limited ABN 38 095 045 784 (“Aviva Australia group” or “Aviva Australia”) which is ultimately owned by Aviva plc (“Aviva”), the world’s sixth largest insurance and investment company.

The information in this Product Disclosure Statement (‘PDS’) is of a general nature only and has not taken into account your individual investment objectives, financial situation or particular investment needs. Before making an investment decision, you should consider, with or without the assistance of a financial adviser, whether a particular investment is appropriate for your own objectives, situation and needs. This PDS is not a Statement of Advice nor is it a Financial Services Guide. Some of the information contained in this PDS is subject to change from time to time. Where changes are not materially adverse from the point of view of a reasonable person, deciding whether to make an investment, the updated information will be made available through our website. A paper copy of any updated information will be provided without charge on request by calling our Client Service Team. This PDS may be made available electronically. The offer or invitation to which this PDS relates, is only available to persons receiving a copy (including an electronic copy) of this PDS within Australia. Investors should consider this PDS before making an investment decision or deciding to continue to hold a product.

# Protection to suit you

With Aviva Protection *first*, you have peace of mind in knowing you and your family will be financially secure, should unforeseen situations arise.

If you are unable to work because of injury or illness, Aviva Protection –

Income can pay you a percentage of your regular income. Our Life and Recovery Money policies pay a lump sum benefit.

The following table provides an overview of the products and benefits we offer.

## Policies providing a lump sum benefit

	Death Benefit	Business Protection Option	Indexation (CPI Linking)	Disability (TPD) Benefit Option	Economiser Option	Future Insurability	Guaranteed Renewable	Interim Accident Insurance	Disability Buy Back Option	Accidental Death Benefit	Superannuation Option	Terminal Illness Advance	Upgrade Guarantee	Waiver of Premium	Critical Illness Benefit	Critical Illness Buy Back Option	Critical Illness Reinstatement Option	Future Insurability Critical Illness	Child Critical Illness Benefit
Aviva Protection – Life	B	O	B	OC	B	B	B	B	O	O	B	B	B	O	N	N	N	N	N
Aviva Protection – Recovery Money	B	O	B	OC	B	B	B	B	O	O	N	B	B	O	OC	O	O	B	O
Aviva Protection – Flexible Recovery Money	N	N	B	OC	B	N	B	B	O	N	N	N	B	O	OC	O	O	B	O
Aviva Protection – Stand Alone Recovery Money	N	N	B	N	B	N	B	B	N	N	N	N	B	N	B	N	O	B	B

B = Benefit included in basic price      O = Option at additional cost, benefit ceases at policy anniversary preceding age 65      OC = Option at additional cost, definition changes to Loss of Independent Existence at policy anniversary preceding age 65      N = Not available

## Protection to suit you continued

### Policies providing income replacement

	Accident Benefit Option	Automatic CPI Linking Benefit	Critical Conditions Benefit	Death Benefit	Emergency Travel Benefit	Guaranteed Insurability Option	Guaranteed Yearly Renewable	Increasing Claim Benefit	Interim Accident Benefit	Nursing Care Benefit	Platinum Benefit	Recurrent Claim Benefit	Scheduled Injury Benefit	Spouse Accommodation Benefit	Rehabilitation Benefit	Rehabilitation Income Benefit	Total & Partial Disability Benefit	Unemployment Waiver	Waiver of Premium	Benefit Extension	
Aviva Protection – Income Gold	O	B	B	B	B	O	B	O	B	B	O	B	B	B	B	B	B	B	B	B	N
Aviva Protection – Income Excell	O	B	N	B	N	O	B	O	B	N	N	B	B	N	N	N	B	N	B	B	N
Aviva Protection – Income Business Expenses	N	B	N	B	N	N	B	N	B	N	N	B	N	N	N	N	B	N	B	B	B

B = Benefit included in basic price      O = Option at additional cost      N = Not available

You can combine products to create your own personal package of cover.

*Note: more detailed descriptions of the products' benefits, risks, and charges are covered in the following sections.*

## Two reasons to protect your wealth with Aviva Protection<sup>first</sup>

### Strong history

Aviva Protection<sup>first</sup> is underwritten by NULAL, which is part of the Aviva plc group, one of the first insurance organisations in the world to protect personal wealth.

### Financial strength

By choosing Aviva Protection<sup>first</sup> you benefit from the financial strength and experience of Aviva plc. Aviva plc group has over \$645 billion of assets under management and 30 million customers worldwide as at 5 July 2005.

# Aviva Protection – Life

Aviva Protection – Life provides death cover. You can choose to include optional disability cover, for an additional premium. If you die or (if disability cover is added) are disabled during the term of the policy, you or your beneficiaries will receive a pre-determined lump sum.

Aviva Protection – Life: a snapshot of what this cover includes

	Death Benefit	Business Protection Option	Indexation (CPI Linking)	Disability (TPD) Benefit Option	Economiser Option	Future Insurability	Guaranteed Renewable	Interim Accident Insurance	Disability Buy Back Option	Accidental Death Benefit	Superannuation Option	Terminal Illness Advance	Upgrade Guarantee	Waiver of Premium
Aviva Protection – Life	B	O	B	OC	B	B	B	B	O	B	B	B	B	O

B = Benefit included in basic price      O = Option at additional cost, benefit ceases at policy anniversary preceding age 65      OC = Option at additional cost, definition changes to Loss of Independent Existence at policy anniversary preceding age 65

These policies are ‘guaranteed renewable’. This means that provided you pay the premiums you can renew your cover each year until the policy expiry date without having to provide further medical evidence.

When you apply for the policy, you choose the amount of the lump sum benefit payable under the policy. This lump sum benefit is called the ‘Sum Insured’. If you choose to add disability cover to your policy, you can choose a different Sum Insured for your Death Benefit and your Disability Benefit.

Your policy can be held in one of two ways. You can hold the policy yourself, or arrange for the trustee of a complying superannuation fund to hold the policy, with you as the life insured.

## 1. Ordinary policy

You hold the policy directly. You can determine to whom the benefits are paid, by completing the form on page 67. Otherwise, benefits are paid to you or your estate.

## 2. Superannuation policy

Your policy may instead be held by the trustee of a complying superannuation fund. Holding your policy through a superannuation fund affects the tax treatment of premiums and benefit payments. You should discuss whether this structure is appropriate for you with your financial adviser.

If you choose this structure, we can arrange for your policy to be held through the Norwich Union Superannuation Trust (“the Trust”), or you can instruct us to issue the policy to the trustee of another complying superannuation fund of your choice.

For details in respect of holding your policy through the Trust or another complying superannuation fund, refer to page 34.

## The benefits

### Payment of benefits

If you die, are diagnosed as being terminally ill, or (if the disability cover is added) are Totally and Permanently Disabled, the Sum Insured will be paid on the basis explained below. If the policy is held as an ordinary policy the Sum Insured is paid to you, as directed by you in your application, or to your estate. If the policy is held in a complying superannuation fund, the Sum Insured is paid to the trustee of the superannuation fund. The payment of benefits is subject to the exclusions explained on page 7.

## Aviva Protection – Life continued

### Death Benefit (standard)

If you die the agreed death Sum Insured will be paid.

### Terminal Illness Benefit (standard)

Under this benefit where you are diagnosed as being terminally ill and likely to die within 12 months, the death Sum Insured will be paid out early with the agreement of the policy owner as a Terminal Illness Benefit. A medical practitioner nominated by us will need to provide specified information about the nature of your illness or injury.

The maximum amount payable under the Terminal Illness Benefit, including all other amounts payable by us, is \$2,000,000 (or such other amount as advised by us from time to time). If the death Sum Insured under the policy is greater than the maximum Terminal Illness Benefit, then the unpaid balance of the death Sum Insured is payable on your death (provided the corresponding premiums have been paid). If a Disability Benefit is attached, the amount of disability Sum Insured provided by this benefit will be reduced by the amount paid.

If the cover is held through a superannuation fund, the availability of the Terminal Illness Benefit is subject to the superannuation legislation regarding the release of benefits on grounds of permanent incapacity. This usually means a person has stopped working, and is unlikely to ever work again. The taxation position may be less favourable than deferring payment until it is payable as a death benefit (see page 40 for further information).

### Disability Benefit (optional at additional cost)

By taking this option, your policy is extended to include disability cover.

If you become Totally and Permanently Disabled (as defined below), the disability Sum Insured will be paid to you as a lump sum.

Once a Disability Benefit is paid, the death cover ceases unless your death Sum Insured exceeds your Disability Benefit. Where it does, the excess death cover continues upon payment of the corresponding premium.

### Definition up to policy anniversary preceding age 65.

The definition of Total and Permanent Disability changes at the policy anniversary preceding age 65.

When you apply for your policy, you can choose whether you want the 'any occupation' or 'own occupation' test of Total and Permanent Disability to apply. That choice affects the level of your premium, and you should discuss it with your financial adviser.

The own occupation test is only available to certain occupations.

If you choose the 'any occupation' test, Total and Permanent Disability means either:

- (a) you have suffered total and irrecoverable loss of the:
  - sight of both eyes, or
  - use of two limbs, or
  - sight of one eye and the use of one whole hand, or one whole foot, or
- (b) you have been unable to perform your own occupation for a period of at least three months due to bodily injury or illness and are so disabled that you are unlikely to ever be able to perform your own occupation or other occupation for which you are suited by education, training or experience, or
- (c) as a result of a disease, illness or injury, you are totally and permanently 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

- (v) personal hygiene,
- (v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

If you choose the 'own occupation' test, Total and Permanent Disability means either:

- (a) you have suffered total and irrecoverable loss of the:
  - sight of both eyes, or
  - use of two limbs, or
  - sight of one eye and the use of one whole hand, or one whole foot, or
- (b) you have been absent from employment through injury or illness for an uninterrupted period of three months and, have become incapacitated to such an extent as to render you unlikely ever to be able to engage in your own occupation, or
- (c) as a result of a disease, illness or injury, you are totally and permanently 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.

Your 'own occupation' for this purpose is your occupation at the time of proposing for this policy, unless you have been in your current occupation for a consecutive period of at least 18 months at the time of making a claim.

The above definition of Total and Permanent Disability applies until the policy anniversary preceding age 65.

## Home duties

If your occupation immediately prior to the commencement of Total and Permanent Disability can be described as “Home Duties”, then “Total and Permanent Disability” means that you have, for an uninterrupted period of three months, been under medical supervision with complete inability to perform the majority of normal domestic duties, and are unlikely ever to recover.

## Occupations of specialised nature

For the purposes of the own occupation definition if your occupation is classified as a specialist surgeon, then part (b) of the definition above will be replaced by “you have been absent from employment through injury or illness for an uninterrupted period of six months and, have become incapacitated to such an extent as to render you unlikely ever to be able to engage in your own occupation”.

## Definition after policy anniversary preceding age 65

At the policy anniversary preceding your 65th birthday the above definition of Total and Permanent Disability shall cease to apply. Instead Total and Permanent Disability shall mean Loss of Independent Existence as defined on page 46. This definition shall apply irrespective of your occupation and whether you have selected the ‘any occupation’ or ‘own occupation’ test.

## Reduction of benefits for payments under Flexible Recovery Money policies

Where this policy is written in conjunction with an Aviva Protection – Flexible Recovery Money policy:

- The amount of the Death Benefit payable on death or terminal illness under this policy will automatically be reduced by the amount of benefits actually paid under the Flexible Recovery Money policy.
- The amount of the Disability Benefit under this policy will be reduced by the amount by which the Critical Illness Benefit paid under the Flexible Recovery Money policy exceeds the Disability Sum Insured under the Flexible Recovery Money policy.

For example if you select the following policies:

- Life with \$1,000,000 death Sum Insured and \$850,000 disability Sum Insured
- Flexible Recovery Money with \$250,000 critical illness Sum Insured and \$150,000 disability Sum Insured

then after a claim under the Flexible Recovery Money policy for \$250,000 the cover under the Life policy will be reduced to \$750,000 death Sum Insured and \$750,000 disability Sum Insured.

Any remaining benefit under the Aviva Protection – Life policy, if applicable, will continue upon payment of the appropriate premium.

## The features

Aviva Protection – Life has various standard and optional features, described below. These features help you manage the cost of your premiums and the level of cover over time.

### Economiser (standard)

The cost of your insurance cover will normally change each year. With Economiser, however you can freeze the premium at any time after your 30th birthday, enabling you to control the cost of your insurance.

1. At any time after your 30th birthday you can request the option to be applied.
2. Applying the Economiser means:
  - (a) Indexation (as defined on page 32) ceases; and
  - (b) except at policy anniversaries when benefits automatically reduce or cease for other reasons, or premium loadings cease, the Sum Insured will be automatically reduced in inverse proportion to the increase in premium rates that would have occurred had this reduction not been made.

This has the effect of ‘freezing’ the premium, including in relation to changes in the premium scale, or crossing below size adjustment bands, as defined on page 36.

3. You may cancel the Economiser at any time by notice in writing. Indexation, if applicable, is then reinstated.

### Future Insurability (standard)

When significant events happen in life, you can increase your death and/or disability Sum Insured without having to provide further medical evidence.

The death and/or disability Sum Insured may be increased when:

- You marry
- You divorce
- You have a child or legally adopt one
- Your child starts secondary school
- You take out a mortgage to buy your first home
- You receive an increase in your annual salary of at least 10%.

## Aviva Protection – Life continued

You must apply for this increase within 30 days of the first renewal date following the defined event. We will require proof of the defined event.

### Premium for option increases

Premiums will be based on those rates applicable at the time of exercising a feature increase and will be based upon your then age next birthday.

### Conditions

You may only increase your death and/or disability Sum Insured once under this feature in any 12 month period. You may increase your Sum Insured by 25% or \$200,000 or five times the salary increase (if applicable), whichever is lowest. The maximum total amount by which you can increase your death and/or disability Sum Insured under this feature over the life of the policy is the lesser of:

- The amount of death and/or disability Sum Insured under your policy excluding CPI increases and increases effected under this feature; and
- \$1,000,000.

The feature cannot be exercised if at the time of your request:

- You are older than 55 years of age
- You have previously been accepted by us with special conditions affecting the premium rates
- The premiums are being waived under the Waiver of Premium Option, or
- You are currently entitled to make a claim for a Terminal Illness or Critical Illness Benefit under a policy you currently hold with us.

Any increase in the disability Sum Insured as a result of exercising this feature cannot result in the disability Sum Insured exceeding the death Sum Insured.

The feature to increase the disability cover only applies where the initial disability Sum Insured is \$1,500,000 or less.

For the first six months following an increase in cover under this feature the portion of the Sum Insured increased by the Future Insurability will only be payable in the event of accidental death or disability (caused by violent, accidental, external and visible means).

### Accidental Death Benefit (optional at additional cost)

By taking this option your cover is extended to include an additional amount of death cover should your death be as a result of an Accident and occur within 90 days of the Accident. The additional amount will be the lesser of the death Sum Insured or \$1,000,000.

“Accident” means an event causing death directly by violent, accidental, external and visible means, independent of other causes.

The Accidental Death Benefit will not be payable if your death is caused directly or indirectly by suicide or attempted suicide, self-inflicted illness or injury or participation in insurrection.

### Disability Buy Back Option (optional at additional cost)

This option can be exercised 12 months after the Disability Benefit has been paid. It enables purchase of death cover from us, renewable to age 90, at a time when you have almost certainly become uninsurable. This option provides disability sufferers with a second level of protection and peace of mind.

For a period of 30 days from the first anniversary of the payment of the Disability Benefit, we will accept a proposal provided:

- (a) the Sum Insured does not exceed the Disability Benefit paid; and

(b) premiums will be charged at the appropriate rate for the attained age next birthday based on the current published term insurance rates at that time; and

(c) any original exclusions or special conditions will be maintained.

The option does not apply after payment of a Terminal Illness Benefit.

This option ceases at the policy anniversary preceding age 65.

### Waiver of Premium Option (optional at additional cost)

This option provides for future premiums to be waived while you are Totally Disabled for an extended period.

If you are Totally Disabled for at least three continuous months then, while Total Disability continues, subsequent premiums falling due are waived up to the policy anniversary prior to your 65th birthday. Premiums for increases or policies effected as a result of Business Protection Option or the Buy-Back Option are not subject to this option.

For the purposes of the Waiver of Premium Option, you will be considered Totally Disabled if we are satisfied that:

- (a) you have suffered total and irrecoverable loss of the:
  - sight of both eyes, or
  - use of two limbs, or
  - sight of one eye and use of one whole hand, or one whole foot, or
- (b) you have been unable to perform your own occupation (or other occupation for which you are suited by education training or experience) for a period of at least three months due to bodily injury or illness.

Where you are wholly engaged in full time unpaid domestic duties at the date of the event causing Total Disability, then the occupation for which you are



suiting by education, training or experience is to be taken to include unpaid domestic duties. In this case you must be disabled to such an extent that you are confined to your place of principal residence unless assisted.

### Business Protection Option (optional at additional cost)

The Business Protection Option provides you with a right to apply for an annual increase in your death and (if applicable) disability Sum Insured without having to supply further medical evidence. The Business Protection Option may be used for the following purposes:

- Business succession planning
- Loan guarantor insurance
- Key person insurance

You will need to tell us in writing the purpose for which you want the Business Protection Option and provide us with a valuation from a qualified accountant or valuer of your business or key person, or evidence of the contractual guarantees, as the case may be, together with any other financial evidence that will satisfy us that the value of your financial interest is at least equal to the increased amount of cover. Any increase in the Sum Insured is subject to our approval.

The death Sum Insured may be increased subject to the following maximums:

- For business succession planning purposes – three times the Sum Insured when this option was first purchased or \$10 million – whichever is less.
- For loan guarantor or key person purposes – three times the Sum Insured when this option was first purchased or \$5 million – whichever is less.

You may increase the disability Sum Insured to three times the Sum Insured when this option was first purchased or \$2.5 million – whichever is less. However, the Sum Insured may not be increased to an amount in excess of your death cover under the policy.

You can exercise the right to apply for the increase within 30 days either side of your policy's renewal date up to the policy anniversary preceding your 65th birthday.

If the right to apply for an increase is not exercised on three consecutive policy renewals from the later of:

- the date the option was purchased, or
- the date of any previous election to exercise the right for an increase,

then the option will be automatically cancelled, unless you can demonstrate that the financial evidence relating to your business and the purpose identified by you, in respect of that period, did not support an increase in the Sum Insured.

The maximum age at which the option can be purchased is age 60 next birthday.

### Additional Features

The following additional features are explained on page 32:

- Indexation of benefit
- Upgrade guarantee
- 24 hour world wide cover
- Interim Accident Cover

### Level of cover

#### Minimums

There is no minimum Sum Insured requirement. However minimum premium and premium loadings do apply, refer to pages 36 and 37.

### Maximums

Death Sum Insured: There are no maximum limits in respect of death cover.

Disability Sum Insured: A maximum disability Sum Insured of \$2,500,000 applies.

While there is no maximum death Sum Insured for policies effected under superannuation arrangements, you should note that lump sum benefits are subject to higher taxation if Reasonable Benefit Limits (RBL) are exceeded (see page 40).

### Exclusions

There are certain exclusions that apply to your policy. Exclusions are circumstances in which we are not required to pay the benefits under the policy.

The Death Benefit is not payable if your death was caused by suicide within 13 months of commencement or reinstatement of the policy. If your death was caused by suicide within 13 months of an increase then the increase in the Sum Insured is not payable.

Neither the Disability Benefit nor the Waiver of Premium Option will be payable in the event of attempted suicide, self-inflicted illness or injury or participation in insurrection.

Where we agree to replace an existing policy from another insurer, and that policy has been in force for at least 13 months, the 13 month exclusion clause for suicide will not apply up to the sum insured of the policy being replaced but will apply to any amount in excess of this.

# Aviva Protection – Recovery Money

Aviva Protection – Recovery Money provides death cover, with part or all of the benefit payable early if you are diagnosed with one of the critical illnesses covered by the policy. You may choose to include optional disability cover for an additional premium.

Aviva Protection – Recovery Money: a snapshot of what this cover includes

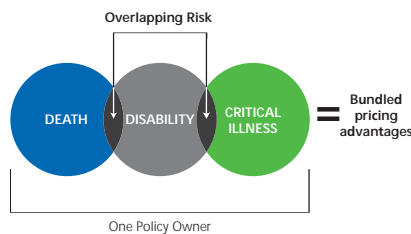
	Death Benefit	Business Protection Option	Indexation (CPI Linking)	Disability (TPD) Benefit Option	Economiser Option	Future Insurability	Guaranteed Renewable	Interim Accident Insurance	Disability Buy Back Option	Accidental Death Benefit	Superannuation Option	Terminal Illness Advance	Upgrade Guarantee	Waiver of Premium	Critical Illness Benefit	Critical Illness Buy Back Option	Critical Illness Reinstatement Option	Future Insurability Critical Illness	Child Critical Illness Benefit
Aviva Protection – Recovery Money	B	O	B	OC	B	B	B	B	O	O	N	B	B	O	OC	O	O	B	O

B = Benefit included in basic price      O = Option at additional cost, benefit ceases at policy anniversary preceding age 65      OC = Option at additional cost, definition changes to Loss of Independent Existence at policy anniversary preceding age 65      N = Not available

Aviva Protection – Recovery Money is a bundled death and critical illness contract with the option to purchase disability cover.

One policy is issued covering all three events. Consequently there is one policy owner for all three components.

Being a bundled contract the pricing reflects the overlap of risks between the three covers and the fact that a claim for a critical illness or disability will reduce the death cover Sum Insured. The administration and establishment costs are also shared.



This policy is 'guaranteed renewable'. This means that provided you pay the premiums you can renew your cover each year until the policy expiry date without having to provide further medical evidence.

When you apply for the policy, you choose the amount of the lump sum benefit payable under the policy. This lump sum benefit is called the 'Sum Insured'. You can choose different levels of Sum Insured for the death, critical illness and disability parts of the policy.

The Critical Illness Benefit will only be paid on correct diagnosis of any one of the listed critical illnesses. Payment of Critical Illness Benefit is based upon the precise definitions shown in the 'Medical Definitions' section commencing on page 45.

## The benefits

### Payment of Benefits

If you die, are diagnosed as being terminally or critically ill, or (if disability cover is added) are Totally and Permanently Disabled, the Sum Insured will be paid to you, as directed by you in your application, or to your estate. The payment of benefits is subject to the exclusions explained on page 12.

Payment of one type of benefit automatically reduces the Sum Insured under the other types by a corresponding amount.

### Death Benefit (standard)

If you die the agreed Sum Insured will be paid.

### Terminal Illness Benefit (standard)

Under this benefit where you are diagnosed as being terminally ill and likely to die within 12 months, the death Sum Insured will be paid out early with your agreement. The Sum Insured provided by the Critical Illness Benefit, and if attached Disability Benefit, will be reduced by the amount paid under the Terminal Illness Benefit. The basis on which the Terminal Illness Benefit is paid under this policy is the same as under the Life policies, and is explained on page 5.

### Critical Illness Benefit (standard)

#### Critical Illness definition before policy anniversary preceding age 65

If you are correctly diagnosed with one of the following critical illnesses (as defined) at any time up to the policy anniversary preceding age 65, we will pay the critical illness Sum Insured as a lump sum.

The critical illnesses covered are:

Aplastic Anaemia  
Benign Intracranial Tumour  
Blindness  
Cancer  
Cardiomyopathy  
Chronic Lung Disease  
Coma  
Coronary Artery By-Pass Surgery  
Coronary Artery Disease  
Deafness  
Dementia  
Encephalitis  
Heart Attack  
Heart Surgery  
Liver Disease  
Loss of Independent Existence  
Loss of Speech  
Major Burns  
Major Head Trauma  
Major Organ Transplant  
Medically Acquired HIV Infection  
Motor Neurone Disease  
Multiple Sclerosis  
Occupationally Acquired HIV Infection  
Open Heart Surgery  
Out of Hospital Cardiac Arrest  
Paralysis  
Parkinson's Disease  
Pneumonectomy  
Primary Pulmonary Hypertension  
Renal Failure  
Stroke

The definitions of the critical illnesses are contained in the 'Medical Definitions' section of this document, commencing on page 45.

For Coronary Artery Disease and Multiple Sclerosis the amount payable may be limited in the manner set out under 'Medical Definitions' commencing on page 45.

For Occupationally Acquired HIV Infection and Medically Acquired HIV Infection the Critical Illness Benefit may be excluded where a Cure becomes available as set out under 'Medical Definitions' commencing on page 45.

#### Critical Illness definition after policy anniversary preceding age 65

Conversion to Loss of Independent Existence at age 65.

If you have been covered under the Critical Illness Benefit and there has not been a claim on the policy, then the Critical Illness Benefit will continue from the policy anniversary preceding age 65 until the expiry of the policy. However from the policy anniversary preceding age 65, the above definitions of critical illness shall cease to apply. Instead, the critical illness Sum Insured will only be payable if you are correctly diagnosed as being subject to a Loss of Independent Existence (as defined on page 46).

### Disability Benefit (optional at additional cost)

By taking this option, your policy is extended to include disability cover.

If you become Totally and Permanently Disabled (as defined on page 4), the disability Sum Insured will be paid to you as a lump sum.

Once the Disability Benefit is paid, the death cover and critical illness cover both cease, unless the Sum Insured in either case exceeds the Disability Benefit. Where it does, the excess death and critical illness cover continues upon payment of corresponding premiums.

# Aviva Protection – Recovery Money continued

## Critical facts showing the risk of death and critical illness for men and women aged 18-64.

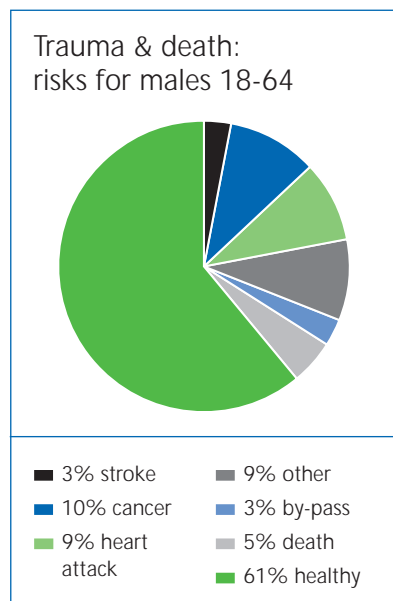
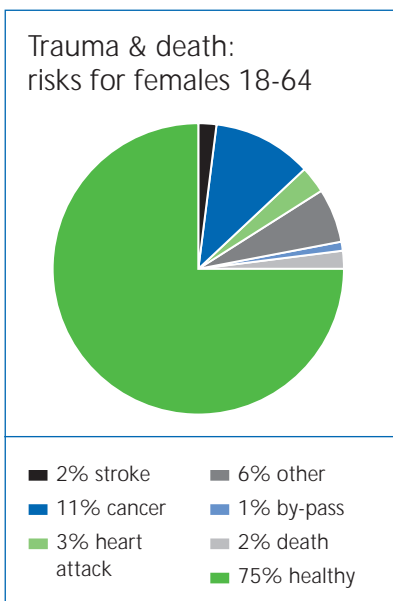
The facts of life are that many of us will suffer a major medical condition.

The graph below indicates the likelihood of an 18-year-old female suffering one of the listed major medical conditions which qualify for a critical illness benefit before she reaches 64.

The probability of death is slim at 2%. However cancer is a major concern with a one-in-ten chance.

The graph below indicates the likelihood of an 18-year-old male suffering one of the listed major medical conditions which qualify for a critical illness benefit before he reaches 64.

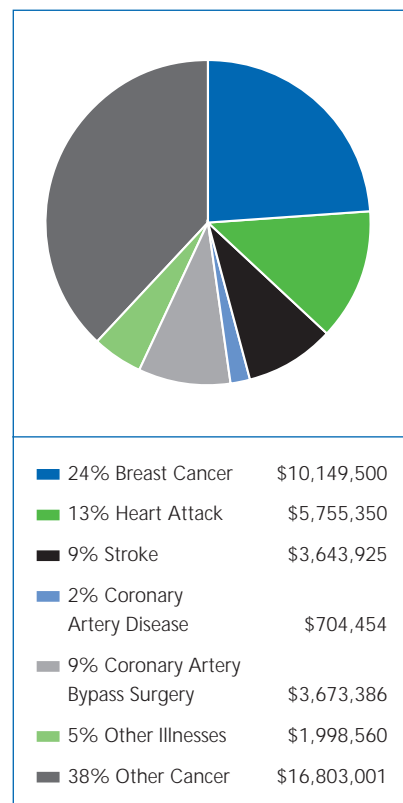
The probability of death is a concern at 5%. However risk of heart attack is higher at 9%. This represents an almost one-in-ten risk.



Source: Fabrizio, E. and Gratton, W. K. – Pricing Dread Disease Insurance: Transactions of the Institute of Actuaries of Australia 1994, pages 292-468.

The Institute of Actuaries has consented to the statements attributable to them on this page being included in this PDS in the form and context in which they are included.

## Aviva's claims experience



The above graph provides details of the critical illness claims paid, by NULAL between 1 January 2001 and 31 December 2004 (based upon the medical definitions within the relevant NULAL policies).

## The features

Each of the following features is provided on the terms set out on pages 4 to 6:

- Economiser (standard)
- Future Insurability (standard)
- Accidental Death Benefit (optional at additional cost)
- Waiver of Premium Option (optional at additional cost)
- Business Protection Option (optional at additional cost)
- Disability Buy Back Option (optional at additional cost)

Note that the Disability Buy Back Option is not available after a Critical Illness Benefit or Terminal Illness Benefit has been paid under this policy.

### Future Insurability Critical Illness (standard)

When significant events happen in life, you can increase your critical illness Sum Insured without having to provide further medical evidence.

The critical illness Sum Insured may be increased when:

- You marry
- You divorce
- You have a child or legally adopt one
- Your child starts secondary school
- You take out a mortgage to buy your first home
- You receive an increase in your annual salary of at least 10%.

You must apply for this increase within 30 days of the first renewal date following the defined event. We will require proof of the defined event.

### Premium for option increases

Premiums will be based on those rates applicable at the time of exercising a feature increase and will be based upon your age next birthday.

## Conditions

You may only increase your critical illness Sum Insured once under this feature in any 12 month period. You may increase the critical illness Sum Insured by \$25,000 or the original Sum Insured, whichever is lower. The maximum total amount by which you can increase your critical illness Sum Insured under this feature over the life of the policy is the lesser of:

- The amount of critical illness Sum Insured under your policy excluding CPI increases and increases effected under this feature; and
- \$1,000,000.

The feature cannot be exercised if at the time of your request:

- You are older than 50 years of age
- You have previously been accepted by us with special conditions affecting the premium rates
- The premiums are being waived under the Waiver of Premium Option, or
- You are currently entitled to make a claim for a Terminal Illness or Critical Illness Benefit under a policy you currently hold with us.

This feature is only available where the initial critical illness Sum Insured is \$1,000,000 or less.

In respect of Recovery Money and Flexible Recovery Money the critical illness Sum Insured cannot exceed the amount of death Sum Insured.

For the first six months following an increase in cover under this feature the portion of the Sum Insured increased by the Future Insurability will only be payable in the event of accidental critical illness (caused by violent, accidental, external and visible means).

## Critical Illness Buy Back Option (optional at additional cost)

One year after a Critical Illness Benefit has been paid, you can purchase an Aviva Protection – Life Policy (death only) without providing further medical evidence.

This option can only be exercised within a period of 30 days from the first anniversary of the payment of the Critical Illness Benefit. If your policy includes this option, we will provide death cover on the following basis:

- the death Sum Insured may not exceed the Critical Illness Benefit paid;
- premiums will be charged at the appropriate rate for the then attained age next birthday based on the then current published term insurance rates;
- any original exclusions or special conditions applicable under this policy will be maintained.

Where the Critical Illness Buy Back Option is exercised in conjunction with the Critical Illness Reinstatement Option (see below), Indexation (as defined on page 32) will not be available.

This option ceases at the policy anniversary preceding age 65.

## Critical Illness Reinstatement Option (optional at additional cost)

One year after a Critical Illness Benefit has been paid, you can reinstate 50% of the critical illness cover without providing further medical evidence. This feature provides critical illness sufferers with a second level of protection and peace of mind.

You can exercise this option within a period of 30 days from the first anniversary of the payment of the Critical Illness Benefit. If your policy includes this option, we will reinstate

## Aviva Protection – Recovery Money continued

your critical illness cover on the following basis:

- (a) you do not have to provide further medical evidence,
- (b) the critical illness Sum Insured must not exceed 50% of the Critical Illness Benefit paid,
- (c) an additional premium will be charged at the appropriate rate for the then attained age next birthday based on the then current published term insurance rates,
- (d) Indexation will not be available, and
- (e) any original exclusions or special conditions applicable under your Policy will be maintained.

If you are subsequently diagnosed with a critical illness, we will pay a claim under the reinstated cover provided the critical illness event arose after the critical illness cover was reinstated, subject to the conditions below.

We will not pay a claim under the reinstated cover if the critical illness claimed:

- (a) is the same as the original critical illness event, or
- (b) has occurred as a direct or indirect result of the original critical illness event, or
- (c) is a Cardiovascular Related Illness and the original critical illness event was also a Cardiovascular Related Illness, or
- (d) is a Stroke (including Paralysis as a result of a Cerebrovascular Accident) and the original critical illness event was a Cardiovascular Related Illness

In the above paragraph, Cardiovascular Related Illness means any of Coronary Artery By-Pass Surgery, Heart Attack, Heart Surgery, Cardiomyopathy, Open Heart Surgery, Out of Hospital Cardiac Arrest, Primary Pulmonary Hypertension (as defined).

This option cannot be exercised where:

- (a) a Disability or Terminal Illness Benefit is paid; or
- (b) a partial benefit is paid for Coronary Artery Disease or Multiple Sclerosis.

This option ceases at the policy anniversary preceding age 65.

### Child Critical Illness Benefit (optional at additional cost)

By taking this option your policy is extended to include critical illness cover on the life of a child. The maximum number of children that may be included on the policy is five. If that child is correctly diagnosed with one of the following critical illnesses (as defined) at any time up to the policy anniversary preceding the child's 21st birthday, we will pay the Child Critical Illness Benefit to the owner of the policy. The child must be the natural child or grandchild, the stepchild or step grandchild or adopted child or adopted grandchild of the policy owner or life insured.

The critical illnesses covered are:

Aplastic Anaemia  
Blindness  
Cancer  
Cardiomyopathy  
Encephalitis  
Heart Attack  
Liver Disease  
Major Burns  
Major Head Trauma  
Major Organ Transplant  
Open Heart Surgery  
Out of Hospital Cardiac Arrest  
Paralysis  
Primary Pulmonary Hypertension  
Renal Failure  
Stroke

The definitions of the critical illnesses are contained within the 'Medical Definitions' section of this document commencing on page 45.

Upon payment of the Child Critical Illness Benefit the cover for that child will cease and no further critical illness

benefit will be payable in respect of that child.

### Sum Insured

The critical illness cover under the Child Critical Illness Benefit is subject to a minimum Sum Insured of \$10,000 with a maximum Sum Insured of \$100,000 per child.

The Sum Insured selected will not be increased by indexation increases.

### Death Benefit

If the child dies within 14 days of diagnosis of the critical illness we will pay \$5,000 to the owner of the policy.

### Termination of cover

The Child Critical Illness Benefit in respect of each insured child will cease on the earliest of the following events:

- The policy anniversary preceding the insured child's 21st birthday;
- Payment of the Child Critical Illness Benefit in respect of the insured child;
- The insured child dies; and
- The policy to which the Child Critical Illness Benefit is attached ends.

### Continuation of insurance cover

At the policy anniversary preceding the insured child's 21st birthday, the insured child will have the option to apply for an insurance policy with a Death Benefit and Critical Illness Benefit for the same level of Sum Insured without the requirement to provide any medical evidence.

### Exclusions

No payment will be made for Cancer, Cardiomyopathy, Heart Attack, Open Heart Surgery, or Out of Hospital Cardiac Arrest if the condition is diagnosed, or symptoms leading to diagnosis become reasonably apparent, before or within three months of the commencement or reinstatement of the policy.

We will only pay the Child Critical Illness Benefit if the insured child lives for at least fourteen days, and has not been declared either dead or brain dead, after diagnosis of the Critical Illness.

No payment will be made if the event causing the critical illness condition was caused by:

- a congenital condition, or
- an intentional act of the insured child's parent or guardian, or
- an intentional act of someone who lives with or supervises the insured child, or
- an intentional act of the policyowner

### Additional features

The following additional features are explained on page 32:

Indexation of benefit  
Upgrade guarantee  
24 hour world wide cover  
Interim Accident Cover

## Level of cover

### Minimums

A minimum critical illness Sum Insured of \$10,000 applies.

In addition, minimum premium and premium loadings do apply, refer to pages 36 and 37.

### Maximums

Death Sum Insured: There are no maximum limits in respect of death cover.

Disability Sum Insured: A maximum disability Sum Insured of \$2,500,000 applies.

Critical Illness Sum Insured: The maximum level of critical illness cover is \$2,000,000 in aggregate with us and under any similar policy with any other insurer. Additional critical illness cover will not be issued in excess of this aggregate limit. The critical illness Sum Insured cannot exceed the amount of death Sum Insured.

## Exclusions

There are certain exclusions that apply to your policy. Exclusions are circumstances in which we are not required to pay the benefits under the policy.

The Death Benefit is not payable if your death was caused by suicide within 13 months of commencement or reinstatement of the policy. If your death was caused by suicide within 13 months of an increase then the increase is not payable.

No Critical Illness Benefit will be payable in the event of self-inflicted illness or injury.

The Critical Illness Benefit will not be payable if it is shown that you do not have the condition which has been diagnosed.

Neither the Disability Benefit nor the Waiver of Premium Option will be payable in the event of attempted suicide, self-inflicted illness or injury or participation in insurrection.

No payment will be made for Heart Attack, Cardiomyopathy, Stroke, Benign Intracranial Tumour, Cancer, Heart Surgery, Open Heart Surgery, Coronary Artery By Pass Surgery or Coronary Artery Disease if the condition is diagnosed, or symptoms leading to diagnosis become reasonably apparent, before or within three months of the commencement or reinstatement of the policy.

If any of the above conditions is diagnosed or becomes apparent within three months of an increase in benefits, then the amount of the increase will not be payable.

Payment will be made for any insured events that are independent of any conditions or symptoms originally diagnosed within the three month period.

Where this Recovery Money policy is to replace an existing similar policy from

another insurer, the three month exclusion of payments will not apply where the same medical conditions and procedures have been covered under the policy to be replaced. This will only apply up to the lesser of the Sum Insured under the policy being replaced and the Sum Insured under this policy. It will also only apply where the life to be insured is the same under both policies and where the policy being replaced has been in force for at least three months.

In the event of a claim within the first three months of this policy, evidence of:

- a) the conditions and procedures covered under the replaced policy;
- b) the currency of the replaced policy at the Commencement Date of this policy; and
- c) cancellation of the replaced policy from the previous insurer,

must be provided by the Policyowner to enable the three month exclusion of payments to be waived.

Where we agree to replace an existing policy from another insurer, and that policy has been in force for at least 13 months, the 13 month exclusion clause for suicide will not apply up to the sum insured of the policy being replaced but will apply to any amount in excess of this.

# Aviva Protection – Flexible Recovery Money

Aviva Protection – Flexible Recovery Money provides a benefit if you are diagnosed with one of the critical illnesses covered by the policy. It is an ancillary policy that can only be held in conjunction with an approved Aviva Protection – Life policy. The Flexible Recovery Money policy and the Life policy are linked. A benefit payable under one policy will reduce the benefit provided under the other. You may choose to include optional disability cover for an additional premium.

Aviva Protection – Flexible Recovery Money: a snapshot of what this cover includes

	Indexation (CPI Linking)	Disability (TPD) Benefit Option	Economiser Option	Guaranteed Renewable	Interim Accident Insurance	Disability Buy Back option	Upgrade Guarantee	Waiver of Premium	Critical Illness Benefit	Critical Illness Buy Back Option	Critical Illness Reinstatement Option	Future Insurability Critical Illness	Child Critical Illness Benefit
Aviva Protection – Flexible Recovery Money	B	OC	B	B	B	O	B	O	OC	O	O	B	O

B = Benefit included in basic price      O = Option at additional cost, benefit ceases at policy anniversary preceding age 65      OC = Option at additional cost, definition changes to Loss of Independent Existence at policy anniversary preceding age 65

These policies are ‘guaranteed renewable’. This means that, provided you pay the premiums you can renew your cover each year until the policy expiry date without having to provide further medical evidence.

When you apply for the policy you choose the amount of the lump sum benefit payable under the policy. This lump sum benefit is called the ‘Sum Insured’. You can choose different levels of Sum Insured for the critical illness and disability parts of the policy.

The Critical Illness Benefit will only be paid on correct diagnosis of any one of the listed critical illnesses. Payment of Critical Illness Benefit is based upon the precise definitions shown in the ‘Medical Definitions’ section commencing on page 45.

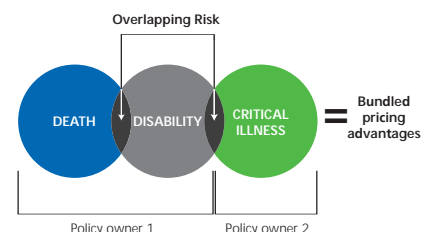
For benefits to be payable under this policy, an approved Aviva Protection – Life policy must have been in force throughout the period insured by this policy, with a death Sum Insured at least equal to the greater of the critical illness Sum Insured and the aggregate of the disability Sum Insured held under this and the associated Life policy.

Aviva Protection – Flexible Recovery Money is a policy with the option to purchase disability cover. It is designed to be bundled with the Aviva Protection – Life policy.

The flexibility exists in the innovative way we allow the critical illness cover to be owned by a different individual or entity from the death cover.

Two policies are issued, one for death and optional disability cover, and one for critical illness and optional disability cover. Each policy can have a different owner which can include a superannuation fund (see page 34). However the policies are priced as if they are one combined policy resulting in significant pricing efficiencies.

As the policies are linked, the death cover must be maintained for the critical illness cover to remain in force. A claim for critical illness will reduce the death and disability Sum Insured.





## The benefits

### Critical Illness Benefit (standard)

If a Death Benefit or Terminal Illness Benefit is paid under the associated Aviva Protection – Life policy, the Critical Illness Benefit payable under this policy will be reduced by a corresponding amount.

If a Critical Illness Benefit is paid under this policy, the amount of Death Benefit, Terminal Illness Benefit and, if applicable, Disability Benefit payable under the Aviva Protection – Life policy will be reduced by a corresponding amount, as explained on page 4.

If a Disability Benefit is paid, the Critical Illness Benefit under this policy will be reduced by the aggregate amounts actually paid under this policy and the associated Aviva Protection – Life policy.

### Critical illnesses definition before policy anniversary preceding age 65

If you are correctly diagnosed with one of the following critical illnesses (as defined) at any time up to policy anniversary preceding age 65, we will pay the critical illness Sum Insured as a lump sum.

The critical illnesses covered are:

Aplastic Anaemia  
Benign Intracranial Tumour  
Blindness  
Cancer  
Cardiomyopathy  
Chronic Lung Disease  
Coma  
Coronary Artery By-Pass Surgery  
Coronary Artery Disease  
Deafness  
Dementia  
Encephalitis  
Heart Attack  
Heart Surgery  
Liver Disease  
Loss of Independent Existence  
Loss of Speech

Major Burns  
Major Head Trauma  
Major Organ Transplant  
Medically Acquired HIV Infection  
Motor Neurone Disease  
Multiple Sclerosis  
Occupationally Acquired HIV Infection  
Open Heart Surgery  
Out of Hospital Cardiac Arrest  
Paralysis  
Parkinson's Disease  
Pneumonectomy  
Primary Pulmonary Hypertension  
Renal Failure  
Stroke

The definitions of the critical illnesses are contained in the 'Medical Definitions' section of this document, commencing on page 45.

For Coronary Artery Disease and Multiple Sclerosis the amount payable may be limited in the manner set out under 'Medical Definitions' commencing on page 45.

For Occupationally Acquired HIV Infection and Medically Acquired HIV Infection the Critical Illness Benefit may be excluded where a Cure becomes available as set out under 'Medical Definitions' commencing on page 45.

### Critical illnesses definition after policy anniversary preceding age 65

Conversion to Loss of Independent Existence at age 65.

If you have been covered under the Critical Illness Benefit and there has not been a claim on the policy, then the Critical Illness Benefit will continue from the policy anniversary preceding age 65 until the expiry of the policy. However from the policy anniversary preceding age 65, the above definitions of critical illness shall cease to apply. Instead, the critical illness Sum Insured will be payable if you are correctly diagnosed as being subject to a Loss of Independent Existence (as defined on page 46).

### Disability Benefit (optional at additional cost)

By taking this option your benefit is extended to include disability cover.

If you become Totally and Permanently Disabled (as defined on page 4) the disability Sum Insured will be paid to you as a lump sum.

## The features

Each of the following features is provided on the terms set out on pages 5 and 6.

Economiser (standard)

Waiver of Premium Option (optional at additional cost)

Disability Buy Back Option (optional at additional cost)

Each of the following features is provided on the terms set out on page 11:

Future Insurability Critical Illness (standard)

Critical Illness Buy Back Option (optional at additional cost)

Critical Illness Reinstatement Option (optional at additional cost)

Child Critical Illness Benefit (optional at additional cost)

### Additional features

The following additional features are explained on page 32:

Indexation of benefit  
Upgrade guarantee  
24 hour world wide cover  
Interim Accident Cover

## Level of cover

### Minimums

A minimum critical illness Sum Insured of \$10,000 applies.

In addition minimum premium and premium loadings do apply, refer to pages 36 and 37.

## Aviva Protection – Flexible Recovery Money continued

### Maximums

Disability Sum Insured: A maximum Disability Benefit of \$2,500,000 applies, in aggregate between this and the Aviva Protection – Life policy. Also, the aggregate of the disability cover held under this policy and the associated Aviva Protection – Life policy cannot exceed the death Sum Insured under the Aviva Protection – Life policy.

Critical Illness Sum Insured: The maximum level of critical illness cover is \$2,000,000 in aggregate with us and under any similar policy with any other insurer. Additional critical illness cover will not be issued in excess of this aggregate limit. Further, the critical illness Sum Insured cannot exceed the death Sum Insured under the Aviva Protection – Life policy.

### Exclusions

There are certain exclusions that apply to your policy. Exclusions are circumstances in which we are not required to pay the benefits under the policy.

The Critical Illness Benefit will not be payable in the event of self-inflicted illness or injury.

The Critical Illness Benefit will not be payable if it is shown that you do not have the condition which has been diagnosed.

Neither the Disability Benefit nor the Waiver of Premium Option will be payable in the event of attempted suicide, self-inflicted illness or injury or participation in insurrection.

No payment will be made for Heart Attack, Cardiomyopathy, Stroke, Benign Intracranial Tumour, Cancer, Heart Surgery, Open Heart Surgery, Coronary Artery By Pass Surgery or Coronary Artery Disease if the condition is diagnosed, or symptoms leading to diagnosis become reasonably apparent, before or within three months of the commencement or reinstatement of the policy.

If any of the above conditions is diagnosed or becomes apparent within three months of an increase in benefits, then the amount of the increase will not be payable.

Payment will be made for any insured events that are independent of any conditions or symptoms originally diagnosed within the three month period.

Where this Recovery Money policy is to replace an existing similar policy from another insurer, the three month exclusion of payments will not apply where the same medical conditions and procedures have been covered under the policy to be replaced. This will only apply up to the lesser of the Sum Insured under the policy being replaced and the Sum Insured under this policy. It will also only apply where the life to be insured is the same under both policies and where the policy being replaced has been in force for at least three months.

In the event of a claim within the first three months of this policy, evidence of:

- a) the conditions and procedures covered under the replaced policy;
- b) the currency of the replacement policy at the Commencement Date of this policy; and
- c) cancellation of the replaced policy from the previous insurer,

must be provided by the Policyowner to enable the three month exclusion of payments to be waived.

# Aviva Protection – Stand Alone Recovery Money

Aviva Protection – Stand Alone Recovery Money provides a benefit if you are diagnosed with one of the critical illnesses covered by the policy. Unlike the Flexible Recovery Money policy which can only be held in conjunction with an approved Aviva Protection – Life policy, the Stand Alone Recovery Money policy can be held separately.

Aviva Protection – Stand Alone Recovery Money: a snapshot of what this cover includes

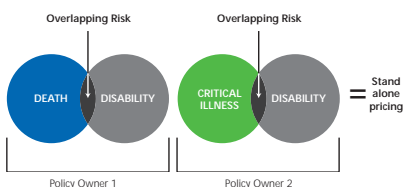
	Indexation (CPI Linking)	Economiser Option	Guaranteed Renewable	Interim Accident Insurance	Disability (TPD) Benefit Option	Upgrade Guarantee	Critical Illness Benefit	Critical Illness Reinstatement Option	Future Insurability Critical Illness	Child Critical Illness Benefit
Aviva Protection – Stand Alone Recovery Money	B	B	B	B	O	B	B	O	B	O

B = Benefit included in basic price      O = Option at additional cost

To complete the range of solutions and offer full flexibility, Aviva Protection – Stand Alone Recovery Money provides critical illness cover with the option to purchase disability cover, which is independent of death and disability held separately.

This is a more expensive way of providing critical illness cover because several risks are being covered in both individual contracts resulting in an overlap in the pricing. The benefits of a bundled contract are not achieved. However it does mean that a claim for critical illness will not affect any death and disability cover which is being held separately.

Stand Alone Recovery Money also means insurance can be provided where death and disability cover are already in place with another provider.



These policies are 'guaranteed renewable'. This means that provided you pay the premiums you can renew your cover each year until the policy expiry date without having to provide further medical evidence.

When you apply for the policy, you select the amount of the lump sum benefit payable under the policy. This lump sum benefit is called the 'Sum Insured'.

The Critical Illness Benefit will only be paid on correct diagnosis of any one of the listed critical illnesses. Payment of Critical Illness Benefit is based upon the precise definitions shown in the 'Medical Definitions' section commencing on page 45.

## The benefits

### Critical Illness Benefit (standard)

If you are correctly diagnosed with one of the following critical illnesses (as defined) at any time up to policy anniversary preceding age 65, we will pay the critical illness Sum Insured as a lump sum.

The critical illnesses covered are:

- Aplastic Anaemia
- Benign Intracranial Tumour
- Blindness
- Cancer
- Cardiomyopathy
- Chronic Lung Disease
- Coma
- Coronary Artery By-Pass Surgery
- Coronary Artery Disease
- Deafness
- Dementia
- Encephalitis
- Heart Attack
- Heart Surgery
- Liver Disease
- Loss of Independent Existence
- Loss of Speech
- Major Burns
- Major Head Trauma
- Major Organ Transplant
- Medically Acquired HIV Infection
- Motor Neurone Disease
- Multiple Sclerosis
- Occupationally Acquired HIV Infection
- Open Heart Surgery
- Out of Hospital Cardiac Arrest
- Paralysis
- Parkinson's Disease
- Pneumonectomy

# Aviva Protection – Stand Alone Recovery Money continued

Primary Pulmonary Hypertension  
Renal Failure  
Stroke

The definitions of the critical illnesses are contained in the 'Medical Definitions' section of this document, commencing on page 45.

For Coronary Artery Disease and Multiple Sclerosis the amount payable may be limited in the manner set out under 'Medical Definitions' commencing on page 45.

For Occupationally Acquired HIV Infection and Medically Acquired HIV Infection the Critical Illness Benefit may be excluded where a Cure becomes available as set out under 'Medical Definitions' commencing on page 45.

## Death Benefit (standard)

If you die within 14 days of the diagnosis of the critical illness, we will pay \$5,000 to your estate.

## Disability Benefit (optional at additional cost)

By taking this option, your policy is extended to include disability cover.

If you become Totally and Permanently Disabled (as defined on page 4), the disability Sum Insured will be paid to you as a lump sum at any time up to the policy anniversary preceding age 65.

Once the Disability Benefit is paid, the critical illness cover will cease, unless the critical illness Sum Insured exceeds the Disability Benefit. Where it does, the excess critical illness cover continues upon payment of corresponding premiums.

## The features

The Economiser is provided on the terms as set out on page 5.

Each of the following features provided is set out on the terms set out on pages 11 and 12:

- Future Insurability Critical Illness (standard)
- Critical Illness Reinstatement Option (optional at additional cost)

Child Critical Illness Benefit (optional at additional cost)

The following additional features are explained on page 32:

- Indexation of benefit
- Upgrade guarantee
- 24 hour world wide cover
- Interim Accident Cover

## Level of cover

### Minimums/Maximums

A minimum Critical Illness Sum Insured of \$10,000 applies. There is no minimum sum insured requirement for the disability Sum Insured.

In addition minimum premium and premium loadings do apply, refer to pages 36 and 37.

Critical Illness Sum Insured:

The maximum level of critical illness cover is \$2,000,000 in aggregate with us and under any similar policy with any other insurer. Additional critical illness cover will not be issued in excess of this aggregate limit.

Disability Sum Insured: A maximum disability Sum Insured of \$2,000,000 applies, however the disability Sum Insured cannot exceed the critical illness Sum Insured.

## Exclusions

There are certain exclusions that apply to your policy. Exclusions are circumstances in which we are not required to pay the benefits under the policy.

The Critical Illness Benefit will not be payable in the event of self-inflicted illness or injury.

It will also not be payable if it is shown that you do not have the condition which has been diagnosed.

We will only pay the Critical Illness Benefit if you live for at least 14 days, and have not been declared either dead or brain dead, after diagnosis of the Critical Illness.

No payment will be made for Heart Attack, Cardiomyopathy, Stroke, Benign Intracranial Tumour, Cancer, Heart Surgery, Open Heart Surgery, Coronary Artery By Pass Surgery or Coronary Artery Disease if the condition is diagnosed, or symptoms leading to diagnosis become reasonably apparent, before or within three months of the commencement or reinstatement of the policy.

If any of the above conditions is diagnosed or becomes apparent within three months of an increase in benefits, then the amount of the increase will not be payable.

Payment will be made for any insured events that are independent of any conditions or symptoms originally diagnosed within the three month period.

Where this Recovery Money policy is to replace an existing similar policy from another insurer, the three month exclusion of payments will not apply where the same medical conditions and procedures have been covered under the policy to be replaced. This will only apply up to the lesser of the Sum Insured under the policy being replaced and the Sum Insured under this policy. It will also only apply where the life to be insured is the same under both policies and where the policy being replaced has been in force for at least three months.

In the event of a claim within the first three months of this policy, evidence of:

- a) the conditions and procedures covered under the replaced policy;
- b) the currency of the replaced policy at the Commencement Date of this policy; and
- c) cancellation of the replaced policy from the previous insurer,

must be provided by the Policyowner to enable the three month exclusion of payments to be waived.

The Death Benefit is not payable if you commit suicide within 13 months of the commencement or reinstatement of the policy.

# Aviva Protection – Income Gold, and Aviva Protection – Income Excell

Aviva Protection – Income Gold and Aviva Protection – Income Excell provide income replacement while you are Totally Disabled or Partially Disabled and unable to work as a result of either sickness or injury. Payments are made until the end of the chosen benefit period.

The policies have the same basic structure, however Aviva Protection – Income Gold has several additional benefits and features.

Both policies offer you the choice of agreed value or indemnity cover. You have the choice of an agreed monthly Sum Insured (agreed value) or a Sum Insured limited to the lesser of a monthly value nominated by you, and 75% of your average monthly earnings for the 12 months preceding the date of Total Disablement (indemnity). The maximum Sum Insured is limited in the manner described on page 28. The premiums for agreed value and indemnity policies are different and you should discuss with your financial adviser which is the most appropriate for you.

## Insuring your greatest asset

Many people consider their greatest asset to be their home, contents or in some cases an investment portfolio. The truth is these assets would simply not exist if the individual did not have a consistent, reliable income.

As well as being necessary for survival, your ability to earn an income is in fact your greatest asset. Just like your house and contents, you should consider insuring this asset against the event of illness or injury.

Aviva Protection – Income provides monthly benefit payments to replace a significant portion of your income if you are ill or injured and unable to work.

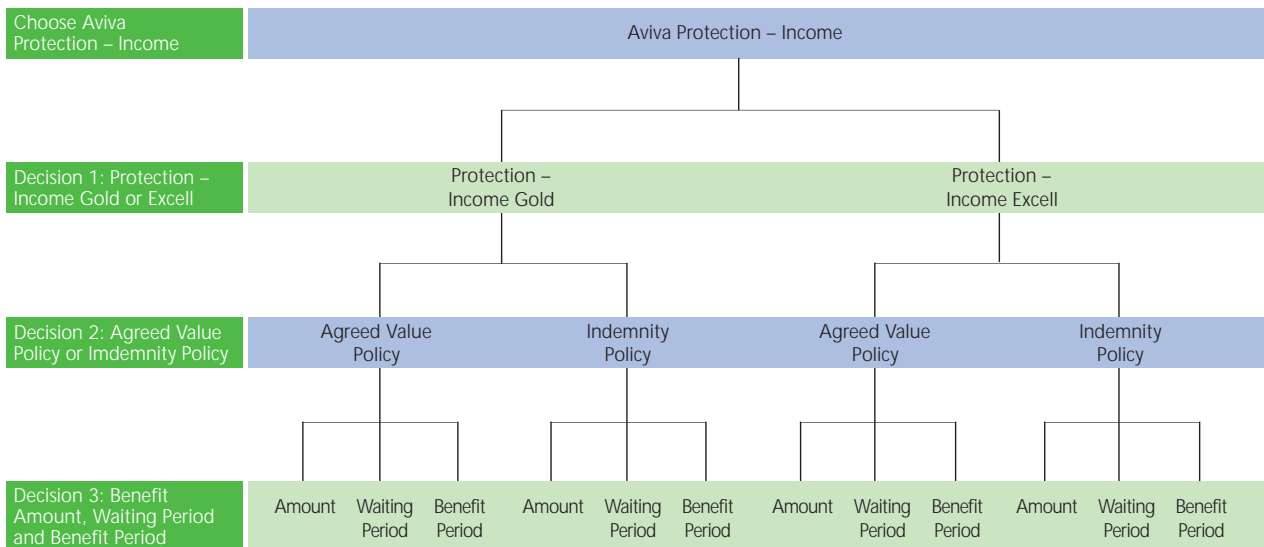
## Flexible solutions

The Aviva Protection *first* range of income protection solutions allows you to choose your own combination of cover to meet your personal needs. You select the type of contract you require and the options you want at the same time as having significant control over the premium that you will pay.

By selecting certain options you can limit the premium you pay, or you can maximise the benefits you receive by paying a higher premium.

It is important to discuss your options with your financial adviser to make sure you understand the implications of your decision.

The Aviva Income Protection decision tree



# Aviva Protection – Income Gold, and Aviva Protection – Income Excell continued

Aviva Protection – Income Gold & Aviva Protection – Income Excell: a snapshot of what your cover includes

	Accident Benefit Option	Automatic CPI Linking Benefit	Critical Conditions Benefit	Death Benefit	Emergency Travel Benefit	Guaranteed Insurability Option	Guaranteed Yearly Renewable	Increasing Claim Benefit	Interim Accident Benefit	Nursing Care Benefit	Platinum Benefit	Recurrent Claim Benefit	Scheduled Injury Benefit	Spouse Accommodation Benefit	Rehabilitation Benefit	Rehabilitation Income Benefit	Total & Partial Disability Benefit	Unemployment Waiver	Waiver of Premium	
Aviva Protection – Income Gold	O	B	B	B	B	O	B	O	B	B	O	B	B	B	B	B	B	B	B	B
Aviva Protection – Income Excell	O	B	N	B	N	O	B	O	B	N	N	B	B	N	N	N	B	N	B	

B = Benefit included in basic price      O = Option at additional cost      N = Not available

The policies are 'guaranteed renewable'. This means that provided you pay the premiums you can renew your cover each year until the policy expiry date without having to provide further medical evidence.

When you apply for the policy, you must choose the amount of income replacement payable on sickness or injury. This is called the monthly Sum Insured. In addition to selecting the Sum Insured, you must also select a Waiting Period.

	Agreed Value	Indemnity
<b>Monthly Sum Insured</b>	When you take out a policy, you nominate a monthly Sum Insured up to a maximum of 75% of your Monthly Earnings (the definition of Monthly Earnings is set out on page 27). You will be paid this benefit if you become Totally Disabled, subject to proof of Monthly Earnings and the limited circumstances under which this may be adjusted, as set out in "Maximum benefits payable offset" on page 25. For the proportion payable on Partial Disability, refer to page 22.	When you take out a policy, you nominate a monthly Sum Insured up to a maximum of 75% of Monthly Earnings (the definition of Monthly Earnings is set out on page 27). If you are Totally Disabled, subject to the limited circumstances under which this may be adjusted, as set out in "Maximum benefits payable offset" on page 25, you will be paid the lesser of this amount and 75% of your Pre-Disability Earnings (see the definition of Pre-Disability Earnings on page 27). For the proportion payable on Partial Disability, refer to page 22.

## Waiting Period

You must choose a Waiting Period when taking out your policy. The Waiting Period is the period you must wait before benefits become payable.

Your choice of Waiting Period depends on your choice of benefit period and the type of premium (ie stepped or level). Your financial adviser will be able to assist you with all these choices.

For stepped premiums if you choose a two or five year Benefit Period, you have the choice of Waiting Periods of 14 days, 30 days, 60 days, 90 days, and 180 days.

If you choose a Benefit Period to age 60, 65 or 70 years you also have the choice of Waiting Periods of 365 and 730 days. However if you choose a 365 days or 730 days Waiting Period, the Critical Conditions Benefit, Spouse Accommodation Benefit, Nursing Care Benefit, Scheduled Injury Benefit, Emergency Travel Benefit, Rehabilitation Income Benefit are not available.

For level premiums you have the choice of Waiting Periods of 14 days, 30 days, 60 days and 90 days.

Generally speaking, the longer the Waiting Period, the lower the insurance premium.

The Waiting Period commences on the date that you receive advice of Disability from a medical practitioner. In circumstances where it can be substantiated that disability had begun earlier than the date of receiving advice from a medical practitioner, the date of commencement may be backdated by up to seven days with medical certification.

If you return to full time gainful employment during the Waiting Period for five consecutive days or less, the number of days that you were gainfully employed will be added to the Waiting Period.

If you return to full time gainful employment during the Waiting Period for more than five consecutive days, the Waiting Period begins again from the day after the last day you were gainfully employed.

## Benefit period

The Benefit Period is the maximum period of time for which the monthly benefit is payable, whilst you are Totally or Partially Disabled due to injury or sickness.

The Benefit Period commences at the end of the applicable Waiting Period. It continues until the expiry of the Benefit Period selected or the policy anniversary preceding the specified age (whichever occurs first), in accordance with the following table.

Benefit Period:	Expiry at policy anniversary preceding age:
2 years for sickness and injury	65
5 years for sickness and injury	65
To age 60 years for sickness and injury	60
To age 65 years for sickness and injury	65
To age 70 years for sickness and injury	70*

\*The Benefit Period to age 70 years is only available to people in certain occupational classes. Where the Benefit Period is to age 70 years, the expiry date of the policy is the policy anniversary preceding age 65 years. However, if the insured is Totally or Partially Disabled at the policy anniversary preceding age 65 then payment of benefits will continue to the policy anniversary preceding age 70 years, or until the insured ceases to be either Totally or Partially Disabled, whichever occurs first.

If the policy is an indemnity policy and you are receiving benefits as a result of Partial Disability then the claim payment will continue for a maximum of two years.

# Aviva Protection – Income Gold, and Aviva Protection – Income Excell continued

## The benefits and features

Key terms used in this section are defined on pages 26 to 28; please read those definitions carefully.

### Total Disability Benefit (standard)

If, solely as a result of Injury or Sickness, you are Totally Disabled while your policy is in force, we will pay your monthly Sum Insured. Payment will start from the first day after the Waiting Period has elapsed and continue while you are Totally Disabled up to the cessation of the Benefit Period for any one Injury or Sickness. We will pay one-thirtieth of the monthly Sum Insured for each day of Total Disability.

### Partial Disability Benefit (standard)

If you are Partially Disabled, a proportion of the monthly Sum Insured will be paid to you.

#### For agreed value policies only

If you have an agreed value policy and you are Partially Disabled for longer than the Waiting Period, we will assess the impact of your Partial Disability on your earning ability.

We will pay a proportion of the Monthly Benefit to the Policyowner, at the end of the Waiting Period, due to your Partial Disability only if:

- (i) solely because of Your Partial Disability you have been unable to generate at least 80% of your Pre-Disability Earnings for the duration of the Waiting Period; or
- (ii) your Partial Disability is due to you having suffered a Deemed Disability and at the end of the applicable payment period for Deemed Disability benefits you are still Partially Disabled at the end of the Waiting Period.

If you satisfy one of the above criteria, the proportion we will pay will be:

$$\frac{A - B}{A}$$

where A is your Pre-Disability Earnings and B is your Monthly Earnings for the month in which Partial Disability is claimed. If, during the first three months of a continuous period of Partial Disability your Monthly Earnings are 20% or less of your Pre-Disability Earnings, we will pay the full Monthly Benefit during those months.

If you are capable of working on a partial basis but you are not working, then we will calculate Monthly Earnings based on what you could reasonably be expected to earn if you were working. We will base this calculation on medical advice (which will include the opinion of your medical practitioner).

If you have suffered a Deemed Disability and at the end of the applicable payment period you are Partially Disabled, the Waiting Period will be deemed to have commenced on the date that you suffered the Deemed Disability, as certified by a medical practitioner.

We will pay the Partial Disability Benefit monthly in arrears. The Partial Disability Benefit will stop at the end of the Benefit Period, or when you cease to be Partially Disabled or when your Monthly Earnings equals your Pre-Disability Earnings, whichever occurs first.

#### For indemnity policies only

If you have an indemnity policy and you are Partially Disabled for longer than the Waiting Period, we will assess the impact of your Partial Disability on your earning ability.

We will pay a proportion of the Monthly Claim to the Policyowner, at the end of the Waiting Period, due to your Partial Disability only if:

- (i) solely because of your Partial Disability you have been unable to generate at least 80% of your Pre-Disability Earnings for the duration of the Waiting Period; or
- (ii) your Partial Disability is due to you having suffered a Deemed Disability and at the end of the applicable payment period for Deemed Disability benefits you are still Partially Disabled at the end of the Waiting Period.

If you satisfy one of the above criteria, the proportion we will pay will be:

$$\frac{A - B}{A}$$

where A is your Indexed Pre-Disability Earnings and B is your Monthly Earnings for the month in which Partial Disability is claimed. If, during the first three months of a continuous period of Partial Disability your Monthly Earnings are 20% or less of your Pre-Disability Earnings, we will pay the full Monthly Benefit, during those months.

If you are capable of working on a partial basis but you are not working, then we will calculate Monthly Earnings based on what you could reasonably be expected to earn if you were working. We will base this calculation on medical advice (which will include the opinion of your medical practitioner).

If you have suffered a Deemed Disability and at the end of the applicable payment period you are Partially Disabled, the Waiting Period will be deemed to have commenced on the date that you suffered the Deemed Disability, as certified by a medical practitioner.

We will pay the Partial Disability Benefit monthly in arrears. The Partial Disability Benefit will stop at the end of the Benefit Period, or when you cease to be Partially Disabled or when your Monthly Earnings, equal your Pre-Disability Earnings, whichever occurs first.



The Partial Disability Benefit will be restricted to a maximum of two years in respect of any one claim, including benefits paid under the Recurrent Claim Benefit.

### Waiver of Premium (standard)

After you have been Disabled for longer than the Waiting Period, we will waive all premiums payable under your policy for the period you continue to receive either the Partial or Total Disability Benefit.

### Recurrent Claim Benefit (standard)

If your Benefit Period is to age 60, 65 or 70 and you suffer a Total or Partial Disability within 12 months after the end of a Disability claim from the same or related causes, the Waiting Period will not be applied again and all periods of Disability will be considered part of the same Benefit Period. For all other Benefit Periods this will apply where the related disablement occurs within six months.

### Scheduled Injury Benefit (standard)

If you sustain any of the following injuries, we will pay you a Scheduled Injury Benefit equal to your monthly Sum Insured even if you are working. The Scheduled Injury Benefit is paid monthly in advance commencing upon receipt of the claim form verifying the injury, and will stop on the earlier of the expiry of the Scheduled Injury Benefit Payment Period, or the last day of the Benefit Period.

Total and Permanent Loss of:	Payment period (months)
Use of your legs or your legs and arms due to paralysis	60
Both feet or both hands or sight in both eyes	24
Any combination of two of a hand, a foot and sight in one eye	24
One leg or one arm	18
One hand or one foot or sight in one eye	12
The thumb and index finger of same hand	6

Fracture of the:	Payment period (months)
Thigh	3
Pelvis	3
Skull (except bones of face or nose)	2
Upper arm	2
Shoulder bone	2
Jaw	2
Leg (excluding ankle)	2
Knee cap	2
Forearm (above the wrist)	1½
Collarbone	1½

Scheduled Injury Benefits commence upon receipt of the claim form verifying the Scheduled Injury. If you are Disabled at the end of the payment period, you must wait until your Waiting Period expires before Disability benefits become payable.

### Death Benefit (standard)

If you die while you are receiving a benefit from your policy, the Death Benefit will be paid to your estate.

The Death Benefit is six times the monthly Sum Insured subject to a maximum of \$60,000 and is paid upon proof of death. This will be paid monthly to your estate in six equal instalments over a period of six months. Payment of the Death Benefit means that no other benefits are payable.

# Aviva Protection – Income Gold, and Aviva Protection – Income Excell continued

## Critical Conditions Benefit (standard for Aviva Protection – Income Gold only)

If you are first diagnosed as suffering from one of the conditions listed below after you have purchased the policy, you will be paid the monthly Sum Insured for six months, even if you are working, provided the critical condition is diagnosed by a medical practitioner and is supported by histological and laboratory evidence as appropriate, depending on the circumstances.

- Aplastic Anaemia
- Benign Intracranial Tumour
- Cancer
- Cardiomyopathy
- Chronic Lung Disease
- Coma
- Coronary Artery By-Pass Surgery
- Deafness
- Dementia
- Encephalitis
- Heart Attack
- Heart Surgery
- Liver Disease
- Loss of Independent Existence
- Loss of Speech
- Major Burns
- Major Head Trauma
- Major Organ Transplant
- Medically Acquired HIV Infection
- Motor Neurone Disease
- Multiple Sclerosis
- Occupationally Acquired HIV Infection
- Open Heart Surgery
- Out of Hospital Cardiac Arrest
- Parkinson's Disease
- Pneumonectomy
- Primary Pulmonary Hypertension
- Renal Failure
- Stroke

These critical conditions are defined in the 'Medical Definitions' on page 45.

The Critical Conditions Benefit is payable once for the same type of critical condition until the expiry date of your policy. However it will only be paid for another type of critical condition if you recovered from your

prior critical condition, returned to employment and have not been receiving any benefits from this policy for at least six months. The benefit is paid monthly in advance for a total of six months.

The Waiting Period begins upon the the date of diagnosing of the critical condition, if you are Disabled at the end of the Critical Conditions Benefit Period, you must wait until the Waiting Period expires before Disability Benefits become payable.

The Critical Conditions Benefit will not be paid:

- (a) If Heart Attack, Stroke, Benign Intracranial Tumour, Cancer, Heart Surgery or Coronary Artery By-Pass Surgery is diagnosed, or symptoms leading to the diagnosis become reasonably apparent within three months of the inception, increase or reinstatement of the policy. If this occurs within three months before an increase in benefits, the increase will not be payable. or
- (b) If it is shown that you do not have the condition which has been diagnosed.

## Emergency Travel Benefit (standard for Aviva Protection – Income Gold only)

If, as a result of an Injury or Sickness, you require emergency transportation in an air, sea or land ambulance while you are outside Australia, we may, at our discretion, refund the costs of emergency transportation within the country where the Injury or Sickness occurred.

If you become Totally Disabled whilst you are outside Australia and remain so for more than 30 days, then if Disability continues, and you choose to return to Australia, we will reimburse you the cost of a single economy airfare by the most direct route on a recognised airline.

This benefit is limited to a maximum of three times the monthly Sum

Insured and is payable only once in any 12 month period. Emergency Travel Benefits are not payable on costs for which you are insured or entitled to seek reimbursement from another source.

## Nursing Care Benefit (standard for Aviva Protection – Income Gold only)

During the Waiting Period if you are Totally Disabled and confined to bed and a doctor certifies that you require the continuing care of a registered nurse, other than an immediate family member, for a period of at least three days, we will pay an amount of one-thirtieth of the monthly Sum Insured for each day of confinement. This will commence from the first day of such care, until the end of the Waiting Period, when you are no longer confined to bed, or you no longer require the care of a registered nurse or for a maximum of 90 days, whichever first occurs.

## Rehabilitation Expenses Benefit (standard for Aviva Protection – Income Gold only)

Should you need to undergo a formal rehabilitation course while you are Totally Disabled or require special equipment to assist you to return to work or live at home, we will pay for such extraordinary expenses that you incur up to an amount equal to six times the monthly Sum Insured.

## Rehabilitation Income Benefit (standard for Aviva Protection – Income Gold only)

When you are Totally Disabled and you choose to engage in rehabilitative employment we will increase the Total Disability Benefit by 50%. This will be paid while rehabilitative employment continues for up to 12 months for any one period of disability.

## Spouse Accommodation Benefit (standard for Aviva Protection – Income Gold only)

If your spouse, partner or close relative

needs accommodation more than 100 km from your home, so that he or she can be close to where you are hospitalised during a period of Total Disability lasting more than three days, we will reimburse the cost of the accommodation, less amounts that are reimbursed from another source, to a maximum of one-thirtieth of the monthly Sum Insured or \$250.00 per day for a maximum of 30 days.

### **Unemployment Waiver (standard for Aviva Protection – Income Gold only)**

After this policy has been in force for six months, if you involuntarily become unemployed and register with Centrelink or a recognised employment agency we will waive premiums due or paid for the duration of your unemployment up to a cumulative maximum of 12 months during the life of the policy.

### **Increasing Claim Benefit (optional at additional cost)**

After you have been receiving a benefit for 12 months, the amount of benefit will be increased by the lesser of 10% p.a. or the increase in the Consumer Price Index (CPI).

### **Accident Benefit Option (optional at additional cost)**

If during the Waiting Period you become Totally Disabled due to Injury for at least three days, you will receive one-thirtieth of the monthly Sum Insured for each day of Total Disability during the Waiting Period, up to a maximum of 90 days.

This option is not available if you select a Waiting Period of more than 90 days.

### **Guaranteed Insurability Option (optional at additional cost)**

This option provides for an opportunity to increase your benefit up to 15% every three years without having to provide further medical evidence. Up to six option dates are available to age 50 next birthday.

### **Platinum Benefit (optional at additional cost for Aviva Protection – Income Gold only)**

If you purchase the Platinum Benefit then any Critical Condition Benefit or a Nursing Care Benefit payable to you will be increased by one third. If you die when you are receiving a Platinum Benefit, the Death Benefit is determined using this increased monthly benefit.

This benefit is not available if you select a Waiting Period of more than 180 days.

The following additional features are explained on page 32:

- Indexation of benefit
- Upgrade guarantee
- 24 hour world wide cover
- Interim Accident Cover

## **Matters affecting payment of benefits**

### **Unemployment**

If you are unemployed, or on maternity or paternity leave, for more than 12 months immediately before becoming Totally Disabled, then paragraph (a) in the definitions of "Total Disability" set out on page 27 is replaced by "you are unable to perform any occupation for which you are reasonably suited by education, training or experience." If you are on sabbatical leave or study leave from your employer or long service leave this will not be considered as unemployment.

### **Maximum benefits payable offset**

The maximum Total Disability Benefit and Partial Disability Benefit payable under the policy are reduced in certain circumstances.

#### **For Agreed Value Policies Only**

If you have an agreed value policy, the maximum amount payable under the Total Disability Benefit and Partial Disability Benefit will be reduced if:

- (i) you are eligible to receive benefits from a pre-existing disability insurance or salary continuance policy from us or any other insurer which you had not disclosed when applying for this policy; or
- (ii) the occupation class shown on your policy schedule is not AAA, MP or LP and a workers compensation payment or other legislated payment is received in respect of loss of income and in calculating the payment the relevant tribunal or authority did not or could not take into account entitlements under this policy.

In these circumstances:

- (i) your Total Disability Benefit may be reduced so that it, together with the aggregate of those monies, does not exceed 75% of your Pre-Disability Earnings;
- (ii) if a payment is a lump sum, it will be converted to income on the basis of 1% of the lump sum for each month that a benefit is paid to you for a maximum of seven years, and the maximum benefit will be calculated taking this figure into account; and
- (iii) your Partial Disability Benefit may be reduced so that the total of your Monthly Earnings and your monthly Partial Disability Benefit (as limited by this condition) is not greater than 100% of your Pre-Disability Earnings.

# Aviva Protection – Income Gold, and Aviva Protection – Income Excell continued

Your benefit will not be affected by any amounts you receive from:

- (i) lump sum or income benefits under other insurance policies, except as described above; or
- (ii) lump sum or income benefits under any retirement or superannuation fund (including government and statutory funds), provided that if these policies or funds existed at the time of the policy commencement date or its reinstatement, all details were fully disclosed.

When your Total Disability Benefit or Partial Disability Benefit is reduced in accordance with this condition, a proportionate refund of premiums paid will be made. The refund will be:

$$A \times B \times C$$

where: "A" is the percentage reduction in the benefit; and "B" is your average monthly premium over the 12 months prior to Total Disability; and "C" is the lesser of the number of months your policy was in force before your claim started and 12.

## For Indemnity Policies Only

If you have an indemnity policy, the maximum amount payable under the Total Disability Benefit and Partial Disability Benefit will be reduced if:

- (i) you are eligible to receive benefits from a disability insurance policy or salary continuance policy from us or any other insurer or through a superannuation fund; or
- (ii) you are eligible to receive any income provided by or arranged by an employer, partnership or business including sick leave; or
- (iii) a workers compensation payment or other legislated payment is received in respect of loss of income and in calculating the payment the relevant tribunal or authority did not or could not take into account entitlements under this policy.

In these circumstances:

- (i) your Total Disability Benefit may be reduced so that it, together with the aggregate of those monies, does not exceed 75% of Your Pre-Disability Earnings;
- (ii) if a payment is a lump sum, it will be converted to income on the basis of 1% of the lump sum for each month that a benefit is paid to you for a maximum of 7 years, and the maximum benefit will be calculated taking this figure into account; and
- (iii) your Partial Disability Benefit may be reduced so that the total of your Monthly Earnings and your monthly Partial Disability Benefit (as limited by this condition) is not greater than 100% of your Pre-Disability Earnings.

Your benefit will not be affected by any amounts you receive from:

- (i) lump sum or income benefits under other insurance policies, except as described above; or
- (ii) lump sum or income benefits under any retirement or superannuation fund (including government and statutory funds), provided that if these policies or funds existed at the time of the policy commencement date or its reinstatement, all details were fully disclosed.

## Concurrent benefits

Only one of the Total Disability Benefit, Partial Disability Benefit, Critical Conditions Benefit, Nursing Care Benefit, Accident Benefit or Scheduled Injury Benefit is payable at any one time.

## Payment of benefits

Benefits are payable to you monthly in arrears except for the Scheduled Injury Benefit and the Critical Conditions Benefit which are payable in advance. Benefits for periods of less than one month will be paid pro rata based on a 30 day month.

## Definitions

The following defined terms are used above:

**Benefit Period** ends on the first to occur of:

- the expiry of the Benefit Period shown on your policy schedule;
- the date on which your Disability ceases;
- the Expiry Date as shown on your policy schedule;
- the date of your death, or
- the termination of the policy.

**Business Expenses** are regular or continuing fixed expenses incurred by your business whether you are working or not and which are not a payment of capital or of a capital, private or domestic nature, and could not reasonably be considered to give a private benefit to you, members of your family or any company, trust or other entity from which you or your family derive a benefit. Your share of these payments will be that which is apportionable to you in line with the usual manner that the profits and/or losses of your business are divided.

**Deemed Disability** means that whilst the policy is in force you have suffered one of the Scheduled Injuries see page 23 (or a Critical Condition if your policy is Gold see page 24).

**Disability or Disabled** means Total Disability or Partial Disability as the context requires.

**Injury** means an accidental bodily injury you suffer whilst your policy is in force.

**Monthly Benefit** means the amount of benefit as noted in the policy schedule, but also includes increases or reductions that apply under the Indexation Benefit and the Maximum Benefits provisions of the policy.

**Monthly Earnings** is

- (a) where you do not directly or indirectly own the business or professional practice from which you earn your regular income, the total monthly value of your remuneration in respect of the performance of your regular occupation.

It includes:

- salary,
- fees,
- commission,
- bonuses,
- regular overtime,
- and fringe benefits.

It will be determined by calculating the amount you could be expected to receive if your total remuneration was received as a salary or wage (before income tax is deducted);

- (b) when you do directly or indirectly own all or part of the business or professional practice from which you earn your regular income:  
  
the income earned by your business directly due to your personal exertion or activities less your share of the necessarily incurred Business Expenses and costs for that business or professional practice, calculated on a monthly basis.

**Partial Disability or Partially Disabled** means that solely because of Sickness or Injury:

- (i) you are working in your regular occupation on a partial basis, or
- (ii) you are working in another occupation, or
- (iii) you are not working in any gainful occupation even though you are

capable of undertaking all the important income producing duties of your regular occupation at least on a partial basis; and

- (a) your Monthly Earnings are less than your Pre-Disability Earnings; and
- (b) you are following the advice of a medical practitioner.

If you were unemployed for more than 12 months immediately before becoming Disabled, then "your regular occupation" in part (iii) will be replaced by "an occupation for which you are reasonably suited by education, training or experience."

**Pre-Existing Condition** is a sickness, disease or physical condition for which symptoms existed, that would cause a reasonable person to seek diagnosis, care or treatment from a medical practitioner, before the commencement date, date of reinstatement or the date an improvement is offered under the upgrade guarantee.

For any Pre-Existing Condition to be covered under the policy you must have told us about it in your application.

**Sickness** means a sickness or disease you suffer and which becomes apparent after the commencement date, or which is disclosed in your application.

For agreed value policies, the following definitions apply:

**Pre-Disability Earnings** is the greater of:

- (a) your Monthly Earnings for the 12 months immediately prior to the Commencement Date, and
- (b) your Monthly Earnings for any consecutive 12 months in the three years immediately prior to the date Disability commences.

When you are Disabled, this figure will be increased every 12 months following the date of commencement of Disability by the percentage change in the Consumer Price Index.

**Total Disability or Totally Disabled** means that solely because of injury or sickness:

- (a) you are not capable of doing at least one of the important income producing duties of your regular occupation, and
- (b) you are not working in any gainful occupation, and
- (c) you are following the advice of a medical practitioner.

For indemnity policies, the following definitions apply:

**Pre-Disability Earnings** are calculated as follows:

Where you do not directly or indirectly own all or part of the business from which you earn your regular income, your average Monthly Earnings over the 12 months immediately preceding the date of Disability.

Where you do directly or indirectly own all or part of the business from which you earn your regular income, your average Monthly Earnings based on the financial evidence required for taxation purposes for the tax year prior to the date of Disability.

**Total Disability or Totally Disabled** means that solely because of Injury or Sickness:

- (a) you are not capable of doing at least one of the important income producing duties of your regular occupation; and
- (b) you are not working in any gainful occupation; and
- (c) you are following the advice of a medical practitioner.

# Aviva Protection – Income Gold, and Aviva Protection – Income Excell continued

However if you have been receiving payments under the Total Disability Benefit for two years (including as a result of the Recurrent Claim Benefit) then part (a) of the above definition is replaced by: “you are unable to work in any occupation for which you are reasonably suited by training, experience or education; and”.

## Making a claim

### Notice of claim

Written notice of a claim for a Disability Benefit must be given to us within 30 days of you becoming Disabled. We will then send you the necessary claim form.

You and your doctor must complete the claim form and return it to us within 60 days of the beginning of a period of Disability for which benefits are being claimed. You will be responsible for any costs incurred in completing the claim form.

No benefit will be payable in respect of any period more than 60 days prior to us receiving the claim form or any progress claim form we may issue, unless your Disability is such as to prevent you from informing us within the 60 day period.

## Level of cover

### Minimum Sum Insured

\$1,000 per month.

### Maximum Sum Insured

75% of first \$250,000 p.a. of gross income after Business Expenses,

50% of next \$100,000 p.a. of gross income after Business Expenses, and

40% of gross income p.a. after Business Expenses thereafter.

Subject to a maximum Sum Insured of \$24,000 per month.

## Termination of policy

Your policy terminates on the earliest of: the Expiry Date shown on the schedule, or the death of the life insured, or when we receive your written request for cancellation, or if any required premium or instalment is not paid by the due date. Your policy will cease 30 days after we give you notice of cancellation, if the premium remains unpaid. Where the Benefit Period to age 70 has been chosen, the policy terminates at the policy anniversary prior to age 65, but claim payments may continue past that date, as explained on page 21.

## Exclusions

There are certain exclusions that apply to your policy. Exclusions are circumstances in which we are not required to pay the benefits under the policy.

The policy does not apply to or cover any Disability caused by:

- (a) war, or an act of war; or
- (b) intentional self injury, or attempted suicide; or
- (c) pregnancy, childbirth or miscarriage unless Disability continues for more than three months after the end of the pregnancy. When this occurs the date of Disability will be taken as being the date of the end of the pregnancy; or
- (d) your participation in a criminal activity or your incarceration.

In addition, regardless of whether or not there is a connection between your Disability and your incarceration, benefits will not be paid in relation to any period during which you are incarcerated.

Criminal activity means any activity giving rise to your conviction and incarceration. Incarceration means confinement in a jail of any description (including a prison farm or remand centre).

If your policy is an indemnity policy, a further exclusion applies. Benefits in respect of any mental disorder will be restricted to a cumulative total of two years, excluding any period of confinement in a hospital or other health institution. Mental disorder includes, but is not limited to, anxiety, depression, stress, fatigue, exhaustion, fibromyalgia, physical complication of psychiatric disorders, drug or alcohol abuse, cognitive impairment, behavioural disorders, or complications of any of them.

# Aviva Protection – Income Business Expenses

Aviva Protection – Income Business Expenses provides you with income cover for your business expenses if you are disabled. If you are unable to work because of a sickness or injury you will receive a monthly benefit for up to one year after the waiting period for any one claim.

This policy can only be held in conjunction with an approved Aviva Protection Income Gold or Income Excell policy

## Aviva Protection – Income Business Expenses – A snapshot of what your cover includes

	Automatic CPI Linking Benefit	Death Benefit	Guaranteed Yearly Renewable	Interim Accident Benefit	Recurrent Claim Benefit	Total & Partial Disability Benefit	Waiver of Premium	Benefit Extension
Aviva Protection – Income Business Expenses	B	B	B	B	B	B	B	B

B = Benefit included in basic price

This policy is 'guaranteed renewable'. This means that, provided you pay the premiums, you can renew your cover each year until the policy expiry date without having to provide further medical evidence.

When you apply for the policy, you choose the amount of income replacement you require. This is called the monthly Sum Insured. In addition to selecting the monthly Sum Insured, you must also select a Waiting Period.

### Monthly Benefit

When you take out a policy, you nominate a monthly Sum Insured, which may be up to 100% of your Business Expenses listed in your application.

### Waiting Period

You must choose a Waiting Period when taking out the policy. The Waiting Period is the period you must wait before benefits become payable. You can choose a Waiting Period of 14 or 30 days.

### The benefits and features

Key terms used in this section are defined on pages 30 and 31; please read those definitions carefully.

#### Total Disability Benefit

If you are Totally Disabled, we will pay you a monthly Total Disability Benefit equal to the Business Expenses listed in your application that are actually incurred for that month, up to the Maximum Monthly Benefit. If you make a claim you need to provide evidence of your Business Expenses incurred for that month.

#### Partial Disability Benefit

If you are Partially Disabled, a monthly Partial Disability Benefit will be paid to you if gross business income (that is, the income of the business before expenses and tax) falls below Business Expenses as a result of your Partial Disability.

The Partial Disability Benefit is the difference between the monthly gross business income (or what you could reasonably, be expected, as agreed between you and us, to contribute to the monthly gross business income) and your monthly Business Expenses, up to the Maximum Monthly Benefit.

It is paid monthly in arrears and will stop at the end of the Benefit Period or when you cease to be Partially Disabled or when your monthly gross business income equals or exceeds your monthly Business Expenses, whichever first occurs.

# Aviva Protection – Income Business Expenses continued

Payment of the Total Disability Benefit and the Partial Disability Benefit will be monthly in arrears. The benefits will only be payable if gross business income has exceeded Business Expenses for the previous 12 months, and it would be reasonable to assume that would have continued to be the case if you had not suffered a disability.

If the Total Disability Benefit or Partial Disability Benefit payable under this policy, together with any benefit payable under any other disability policy deemed to be business expenses insurance, exceeds in any month the eligible Business Expenses which are incurred during that month, then the Benefit will be reduced by the excess.

## Death Benefit

If you die while you are receiving any benefit under policy, the Death Benefit will be paid.

The Death Benefit is 12 times the monthly Sum Insured, less any amounts already paid in respect of the current claim, up to a maximum of \$60,000, and is paid upon proof of death. This will be paid as a lump sum to the policy owner. Payment of the Death Benefit means that no other benefits are payable.

## Extension of Benefit Period

If Total Disability Benefits have been paid for a period of 12 months, the Benefit Period may be extended if the total amount paid is less than 12 times the monthly Sum Insured. The period of extension will be:

- for 12 months; or
- until Total Disability ceases; or
- until the total amount paid equals 12 times the monthly Sum Insured; or
- until the Expiry Date as shown on your policy;

whichever occurs first.

## Waiver of Premium

After you have been disabled for longer than the Waiting Period we will waive all premiums payable under your policy for the period you continue to receive either the Partial or Total Disability Benefit.

## Recurrent Claim Benefit

The Recurrent Claim Benefit is described on page 23.

The following additional features are explained on page 32:

- Indexation of benefit
- Upgrade guarantee
- 24 hour world wide cover
- Interim Accident Cover

## Definitions

The following defined terms are used above:

**Benefit Period** ends on the earlier of:

- the expiry of the Benefit Period shown on your policy;
- the date on which your disability ceases;
- the Expiry Date as shown on your policy;
- the date of your death; or
- the termination of the policy.

**Business Expenses** consist of the following expenses: rent, regular interest instalment payment on business mortgage or loan, electricity, gas, water, heat, laundry, telephone, cleaning, business property rates and taxes, non-income producing employees' salaries and costs directly related to salaries, (e.g. superannuation and other such fixed expenses which are normal in the operation of your profession, business or occupation). They do not include salary, fees, drawing account or any other remuneration for you or your replacement or members of your family or person who is not your

employee or the salaries of employees who generate income for your business or the cost of goods or equipment used in your profession, business, or occupation, depreciation of real estate or payments of principal on business mortgages or loans.

**Maximum Monthly Benefit** payable under the policy is the lesser of:

- (i) the monthly Sum Insured, and
- (ii) one twelfth part of the Business Expenses actually incurred by you in the operation of your profession, business or occupation during the 12 months immediately preceding your Total Disability and which continue during that Total Disability.

## Partial Disability or Partially

**Disabled** means that solely because of Sickness or Injury:

- (a) you are not capable of doing at least one of the duties of your regular occupation; and
- (b) you are working in your regular occupation on a partial basis, or you are working in another occupation, or you are capable of working in your own occupation on a partial basis but you are not working; and
- (c) your gross business income or your share of the gross business income is less than your Business Expenses because of the sickness or injury which caused your Total Disability; and
- (d) you are following the advice of a medical practitioner.

**Pre-Existing Condition** is a sickness, disease or physical condition for which symptoms existed, that would cause a reasonable person to seek diagnosis, care or treatment from a medical practitioner, before the date the policy commenced, the date of reinstatement or the date an improvement is offered under the upgrade guarantee.



For any Pre-Existing Condition to be covered under the policy you must have told us about it in your application.

**Total Disability or Totally Disabled** means that solely because of injury or sickness:

- (a) you are not capable of doing at least one of the important income producing duties of your regular occupation, and
- (b) you are not working in any gainful occupation, and
- (c) you are following the advice of a medical practitioner.

## Level of cover

### Minimum sum insured

\$1000 per month.

### Maximum sum insured

Up to 100% of the eligible Business Expenses.

Subject to a maximum Sum Insured of \$24,000 per month.

## Termination of policy

Your policy will automatically terminate on the earliest of the: Expiry Date as shown on the policy schedule, the death of the life insured, when we receive your written request for cancellation, or when you cease to be responsible for any expenses incurred by any business for a period of at least six months, or if any required premium or instalment is not paid by the due date. Your policy will cease 30 days after we give you notice of cancellation, if the premium remains unpaid.

We may also cancel your policy if you cease to have an Aviva Protection – Income Gold or Income Excell policy with us.

## Exclusions

There are certain exclusions that apply to your policy. Exclusions are circumstances in which we are not required to pay the benefits under the policy.

This policy does not apply to or cover any Disability caused by:

- (a) war, or an act of war; or
- (b) intentional self injury, or attempted suicide; or
- (c) pregnancy, childbirth or miscarriage unless Disability continues for more than three months after the end of the pregnancy. When this occurs the date of Disability will be taken as being the date of the end of the pregnancy; or
- (d) your participation in a criminal activity or your incarceration.

In addition, regardless of whether or not there is a connection between your Disability and your incarceration, benefits will not be paid in relation to any period during which you are incarcerated.

Criminal activity means any activity giving rise to your conviction and incarceration. Incarceration means confinement in a jail of any description (including a prison farm or remand centre).

# Additional features – all products

Aviva Protection – Life

Aviva Protection – Recovery Money

Aviva Protection – Flexible Recovery Money

Aviva Protection – Stand Alone Recovery Money

Aviva Protection – Income Gold

Aviva Protection – Income Excell

Aviva Protection – Income Business Expenses

may cancel the Indexation Benefit at any time.

Unless specified below there are no restrictions upon the amount of cover that may be indexed.

The maximum initial death Sum Insured that can be indexed is \$3,000,000.

The maximum initial critical illness Sum Insured that can be indexed is \$1,000,000, with indexation automatically cancelled once the critical illness Sum Insured becomes \$1,750,000.

Where the Business Protection Option has been selected the Indexation Benefit is not available.

we will automatically add these benefit improvements to the policy.

The benefit improvements will not apply to claims:

(a) where the illness was diagnosed or investigated; or

(b) where the injury occurred

prior to the effective date of the improvement.

Should a situation arise where a policyholder is disadvantaged in any way as a result of an improvement, then the previous benefit wording will prevail.

## Indexation Benefit

Each policy automatically provides increases in the benefits by the greater of the percentage increase in the CPI or 3%, without further medical evidence.

The increases are applied on each policy anniversary. You have the right to refuse an increase in any year. You

## Upgrade Guarantee

Should we improve the benefits under the policy, where such improvements result in no increase in premium rates,

## 24 hour world-wide cover

Each policy provides 24 hour worldwide cover.

## Interim Accident Cover

Interim Accident Insurance cover provides cover against:

	Life	Life (with disability benefit option)	Recovery Money	Flexible Recovery Money	Stand Alone Recovery Money	Income Protection
Accidental Death	●	●	●			
Accidental Critical Injury		●	●	●	●	
Accidental Total Disability						●

## What types of accidents are covered?

“Accident” means an event causing death, critical injury or total disability solely and directly by violent, accidental, external and visible means, independently of other causes.

A benefit will only be available if the Accident causing your death, critical injury or total disability occurs after the commencement of the interim cover and prior to the termination date and satisfies the conditions set out below.

## Commencement of cover

Interim Accident Cover commences at the later of the date of receipt of a completed proposal by us; and the receipt of the first or deposit premium. In circumstances where our practice is that a deposit premium is not required, a completed and valid Periodical Debit Authority or Credit Card authority is required. Interim Accident Cover is not provided if payment authorities are not honoured.

## Termination of cover

Interim Accident Cover ceases at the first to occur of:

- 90 days elapsing after commencement of the Interim cover
- the application is accepted by our underwriters and a policy document is issued
- you are notified that our underwriters have declined your application
- the application is withdrawn
- 21 days elapsing after you are offered cover on loaded or varied terms, if you haven't accepted those terms in writing.

## Conditions of cover

### 1. General conditions

No benefit is payable if:

- the policy applied for is to replace insurance cover or another application on your life;
- the death, critical injury or total disability arises from suicide, attempted suicide or other intentional self-inflicted injury;
- either you or the proposer has failed to comply with the Duty of Disclosure as set out on the Application Form;
- the event leading to the claim occurs while you are outside Australia, or
- the application is one we would not normally accept under our standard underwriting rules.

We will pay only one Interim Accident Benefit and the benefit will be reduced by any Interim Accident Benefits or similar payable under any other insurance proposals to other companies. If the client has proposed for both Income and Business Expenses cover, only one Interim Accident Benefit is payable.

“Interim Accident Benefit” means, relevantly, payment for Accidental Death, Accidental Critical Injury or Accidental Total Disability.

### 2. Conditions specific to Accidental Death

“Accidental Death” means an Accident which result in your death within 90 days of the Accident.

The benefit payable is the lower of \$1,000,000 and the proposed death Sum Insured.

### 3. Conditions specific to Accidental Critical Injury

“Accidental Critical Injury” means an Accident which results in you suffering one of the following critical injuries, for the first time, within 90 days of the Accident:

Blindness, Coma, Deafness, Major Burns, Major Head Trauma or Paralysis, as defined on pages 45 to 48, or you suffer from the total and irrecoverable loss of the use of two limbs.

The benefit payable is the lower of \$500,000 and the proposed disability Sum Insured or critical illness Sum Insured, as appropriate. The Buy Back Options do not apply to Accidental Critical Injury.

### 4. Conditions specific to Accidental Total Disability

“Accidental Total Disability” means an Accident which results in you suffering Total Disability within 90 days of the Accident. “Total Disability” has the same meaning as in the relevant policy document. No benefit is payable:

- if the Total Disability arises from an act of war, or
- in respect of any Pre-Existing Condition.

The benefit payable is the lower of \$5,000 per month and the proposed disability Sum Insured. The benefit is payable each month that you remain continuously Totally Disabled after the end of the applied for Waiting Period, up to a maximum of six months.

The total monthly benefit will not exceed 75% of Pre-Disability Earnings for Income Gold or Excell and the Life Insured's actual Business Expenses, taking into account all other disability benefits payable.

# Holding your policy in your superannuation fund

In consultation with your financial adviser you may decide to hold your Aviva Protection – Life policy as part of your superannuation arrangements.

If you hold your policy through a superannuation fund, the policy will be owned by the Trustee of the superannuation fund and you will be the life insured. Benefits will be paid to the Trustee.

The Trustee will determine how the benefits may be paid to you in accordance with the relevant Trust Deed and superannuation law. If any part of the superannuation benefit is required to be preserved, then it must be held in a superannuation fund until you reach the preservation age or satisfy a condition of release (as defined on page 35).

For superannuation policies, the Death Benefits may, at the discretion of the Trustee and with the consent of the beneficiary, be payable as a pension.

We can arrange for your policy to be held by the Trust which is a complying fund under the Superannuation Industry (Supervision) Act 1993 ("SIS").

To apply for membership of the Trust you will need to complete the application form contained on page 65.

Alternatively, you can arrange for your policy to be held through another complying superannuation fund of which you are a member. To do so, you and the Trustee of the fund will need to complete the application on page 66.

We do not provide insurance cover for non-complying superannuation funds. If your fund ceases to be a complying fund at any time, you must notify us immediately, and we may cancel the policy. However, we will offer to cover the life insured under a non-superannuation policy owned by you or any alternative party you nominate.

## Nomination of beneficiaries

### Binding Nominations

You can direct the Trustee of your superannuation fund as to how your benefits are to be distributed on your death. If you hold your policy in the Trust, you can make a Binding Death Nomination. You may specify dependants and/or your estate as beneficiaries and nominate the appropriate proportion of your benefits payable to each. If you wish to make a Binding Death Nomination, you complete the form on pages 76 to 79.

### Non Binding Nominations

If you do not make a Binding Death Nomination, the Trustee of your superannuation fund must consider all known dependants and your legal personal representative when determining the distribution of Death Benefits.

A non-binding nomination will guide the Trustee as to your wishes, but will not be binding on it. The Trustee has absolute discretion to determine who will receive the Death Benefits.

Dependants will include a spouse, including de facto spouse, children or any person maintained by the member as his/her child, or a person with whom a member shares an 'interdependency relationship' and any other person financially dependent on the member at time of death.

Two persons have an interdependency relationship if:

- (a) they have a close personal relationship; and
- (b) they live together; and
- (c) one or each of them provides the other with financial support; and
- (d) one or each of them provides the other with domestic support and personal care.

(If they have a close personal relationship but either or both of them suffer from a physical, intellectual or psychiatric disability such that the disability is the reason they cannot satisfy the other requirements above, they still have an interdependency relationship).

If you hold your policy through the Trust, you may elect to make a non-binding nomination by completing the form on page 65.

## Superannuation-owned life insurance

Using a superannuation fund to own a life insurance policy can provide a tax deduction or spouse rebate for the premiums in the right circumstances. However it is unlikely that critical illness cover can be owned by the superannuation fund and the ownership of this disability cover needs to be considered carefully based on individual circumstances.

The flexibility of the Aviva range of solutions provides three alternative ways of structuring the estate plan.

## Continuation feature

If your Aviva Protection – Life policy has been set up under a superannuation fund it will usually expire by the policy anniversary before your 70th birthday. If you wish to continue your cover, you have three months to apply for a death cover under a new non-superannuation Aviva Protection – Life policy for the same Sum Insured without having to provide further medical evidence.

## Conditions of release

Benefits accruing in a superannuation fund cannot normally be paid out to you until:

- You leave employment after age 60; or
- You permanently retire from the workforce on or after your preservation age as shown in the table below; or

Date of birth on or between	Preservation age
Before 1 July 1960	55
1 July 1960 and 30 June 1961	56
1 July 1961 and 30 June 1962	57
1 July 1962 and 30 June 1963	58
1 July 1963 and 30 June 1964	59
On or after 1 July 1964	60

- You commence a “non-commutable income stream” after preservation age; or
- You reach age 65

A benefit may be paid before this if you die, suffer permanent incapacity, suffer severe financial hardship (as determined by law), or on compassionate grounds (determined by the relevant Government authority).

Please note that not all claims for Disability Benefits will necessarily meet the definition of permanent incapacity under superannuation law. Where this is the case the monies will be held in the fund until you satisfy another condition of release.

The preservation rules are unlikely to affect you if your superannuation benefits consist only of death cover.

## Tax File Numbers

Where your policy is held in the Trust, the trustee is required to request you to provide your Tax File Number (“TFN”).

If you do not provide the trustee with your Tax File Number:

- the trustee is required to deduct tax at the highest marginal rate, plus the medicare levy on both the pre July 83 component and the post June 83 component of any Eligible Termination Payments (ETPs) paid.
- it may be more difficult to find your superannuation benefits if you change address without notifying your fund or to amalgamate any multiple superannuation accounts.

# Charges

The basic concept used to determine what is paid for insurance is the matching of the cost to the risk. Equitably priced insurance is dependent on grouping together people with similar characteristics; age, sex, health, occupation and other factors, (such as amount of cover required and how long the benefits will be paid for).

That is why applications for insurance contain such a variety of questions and why insurers seek the most complete information on your medical history, occupation and pastimes – so that you pay the most equitable premium.

Aviva's Protection*first* range gives you access to a wide range of features included in the standard price, together with many options that are available for an additional cost. Your financial adviser can provide exact costs for cover for your individual needs.

In these uncertain times it is prudent to spend a small amount of current income to help protect future wealth. In taking out Aviva Protection*first* you help ensure your financial security, should the worst happen.

## Premiums and charges

### Premiums

We will determine your premium according to a scale of rates that applies to all clients with policies based on that scale. Your premiums will be based upon the type and level of cover you choose along with various factors such as your age, gender, health, lifestyle, occupation and whether or not you are or have been a smoker.

For more details about premiums or to obtain a quotation for insurance, please contact your financial adviser.

Application for the Aviva Protection*first* range can only be made after you receive a premium quotation from your adviser, a copy of which must

accompany your application form. We will not accept an application that does not have the quotation attached to it.

The quotation is subject to underwriting review and risk assessment before issue of a policy. Consequently, we may issue to you a revised premium quotation and request you to submit an amended proposal for your application.

Where premium payments are received more frequently than annually, a loading of 5% of premium and policy fee for half yearly payments, and 8% of premium and policy fee for all other payments, is applied.

The premium scale is also adjusted by reference to the selected Sum Insured. A loading is applied where the Sum Insured is less than the amount set out below.

Product type	Sum insured	Premium loading
Life Protection	Death less than \$250,000	20%
	Death \$250,000 to \$499,999	10%
Recovery Money	Death less than \$250,000	20%
	Death \$250,000 to \$499,999	10%
Stand Alone Recovery Money	Critical Illness less than \$250,000	20%
	Critical Illness \$250,000 to \$499,999	10%
Flexible Recovery Money	Loading applicable is based upon the Death Sum Insured of the linked Life Protection policy	
Income Protection	Monthly Benefit less than \$1,500	5%

Life, Recovery Money, Flexible Recovery Money and Stand Alone Recovery Money policies only:

Two options are available:

### Stepped Premiums

If you choose stepped premiums, your premium will be recalculated each policy anniversary based on your age and/or any increase in the Sum Insured as a result of indexation increases.

### Level Premiums

If you choose level premiums, your premium is calculated at the commencement of the policy. Your level premium may change if there is an alteration to your Sum Insured and will automatically change to a stepped premium at the policy anniversary preceding a certain age, which is nominated by you. The choices are any of the 55th, 60th or 65th birthday.

Note: The minimum term for the level premium option is five years.

### Income policies only:

Two options are available:

### Stepped Premiums

If you choose stepped premiums, your premium will be recalculated each policy anniversary based on your age and/or any increase in the Sum Insured as a result of indexation increases.

### Level Premiums

If you choose level premiums, your premium is calculated at the commencement of the policy and may change if there is an alteration to your Sum Insured.

### Minimum Premiums

The following minimum premium requirements apply:

Life, Recovery Money, Flexible Recovery Money and Stand Alone Recovery Money policies only:

Stepped premium \$200 plus policy fee. The minimum premium does not apply if the death Sum Insured (where applicable) is \$200,000 or greater.

Level Premium \$500 plus policy fee. The minimum premium does not apply if the death Sum Insured (where applicable) is \$300,000 or greater.

### Income policies only:

Minimum premium requirements do not apply for Income policies.

### Policy fee

An annual policy fee applies to the policies, with the current fee applying until 31/03/2006. The policy fee can be periodically amended, but never at a rate greater than the rate of increase in the Consumer Price Index ("CPI") since any previous amendment in the policy fee for equivalent policies.

The policy fees are:

Life	\$91.90
Recovery Money	\$91.90
Flexible Recovery Money	\$0.00
Stand Alone Recovery Money	\$91.90
Income (all policies)	\$91.90

### Review of rates

We may change the scale of rates but only if we do so for all clients with policies and premiums based on that scale.

If there are any changes to the non-government charges and fees detailed above, you will be given three months advance warning.

We do not provide a premium rate guarantee.

## Charges continued

### Stamp duty rates

For Aviva Protection – Life and Aviva Protection Recovery Money the State Government Stamp Duty rates are currently payable by us out of the premium and no separate fee is charged.

In respect of all other policies we will add the amount of these duties set out below to the premium payable.

State	% of premium
ACT	10%
Victoria	10%
South Australia	11%
Western Australia	10%
New South Wales	5%
Queensland	7.5%
Tasmania	8%
Northern Territory	10%

### Government taxes and charges

We reserve the right to charge any government tax, licence fee, stamp duty or impost relating to your policy at any time during the life of the policy. We may also increase the premium rates as a result of changes to or the introduction of Government taxes and charges.

### Goods and Services Tax

Goods and Services Tax ("GST") is not payable on the premiums on your policy.

### Termination for non-payment

If you have not made payment within 30 days from the due date or from the date of notice to pay, (whichever is later), your cover will cease with effect from when the premium was due and no benefits will be payable.

### Surrender value

Premiums paid are used to cover the risks and expenses incurred in managing the policy and consequently the policies do not have a surrender or cash value.

### Statutory Fund

The premiums for your Aviva Protection<sup>first</sup> policy will form part of NULAL's Number 1 Statutory Fund and insurance claims will be paid from that fund.



# Taxation

This section contains general information about significant tax implications relating to non-superannuation and superannuation Aviva Protection<sup>first</sup> products.

The following taxation summary is a general statement only, and individual circumstances may be quite different. The following tax interpretation reflects our current understanding of the tax laws as at the issue date of this document.

## Taxation – non-superannuation

Cover type	Tax treatment of premiums	Tax treatment of benefits
Death Benefits	Generally not deductible	Generally not taxable
Total & Permanent Disablement (TPD)	Generally not deductible	Generally not taxable
Critical Illness Benefit	Generally not deductible	Generally not taxable
Income Protection Benefit	Generally deductible	Generally treated as assessable income

We do not deduct tax from your income protection benefit payments, it is your responsibility to declare this as assessable income.

## Taxation – superannuation

The following information is of a general nature only. For more details on your tax situation, please consult your financial adviser.

### Tax deductions for contributions

All employer contributions are fully tax deductible up to limits set by the Government. These limits are set out in the following table:

Age	Maximum deductible contributions*
Under 35 years	\$14,603
35 to 49 years	\$40,560
50 years & over	\$100,587

If you are self-employed or substantially self-employed, you may be able to claim a tax deduction in respect of some or all of your contributions.

You should consult your financial adviser to determine your eligibility.

If your policy is held in the Trust, at the end of the financial year, NULAL (as administrator of the Trust) will ask you to complete a form (section 82AAT Notice) indicating the amount you intend to claim as a personal tax deduction. The trustee of the Trust will acknowledge receipt of this Notice in writing, in order for you to claim a tax deduction.

### Rebate for contributions made in relation to a spouse

A rebate is available where both the taxpayer and the spouse are Australian residents and the assessable income of the spouse is less than \$13,800 in the financial year in which contributions are made.

### Tax on contributions

All employer contributions or contributions which are being claimed as a tax deduction by the contributor, less cost of insurance and certain other charges, are taxed at 15% as income of the superannuation fund. Where the policy is held in the Trust, the trustee will deduct appropriate amounts from the members' accounts. This will be nil for contributions used wholly for the payment of term insurance premiums.

\*These amounts apply to the 2005/2006 financial year and are indexed annually to Average Weekly Ordinary Time Earnings

## Taxation continued

### Taxation of Death and Disability Benefits

#### Death Benefits

Concessional taxation may apply on Death Benefits paid to dependants.

See 'dependant' on page 34, but children over age 18 are not automatically 'dependants' for tax concession on Death Benefit payments.

All Death Benefit payments made on or after 1 July 1994 are subject to the Reasonable Benefits Limits (RBL). Death Benefits are tested against your pension RBL. The pension RBL for 2005/2006 is \$1,297,886\*. Some individuals may have a higher Transitional RBL.

Death Benefits paid as a pension receive concessional tax treatment.

#### Disability Benefits

If the trustee of the superannuation fund in which your policy is held is able to release your Disability Benefit because you fulfil the permanent incapacity requirements of superannuation legislation, your benefit may also qualify for concessional treatment as 'Invalidity Benefits'. A 'Post-June 1994 Invalidity Component' may be calculated. This component is tax-free. It can be rolled over but will not be counted against your RBL.

The remainder of the Disability Benefit is treated as an ordinary eligible termination payment and is taxed accordingly, dependent upon the various eligible termination payment components.

If the trustee is unable to release the Disability Benefit received from a particular policy, the monies will be held in the fund until you meet a condition of release - see page 35.

At the time of payment, a lump sum benefit will be treated as an ordinary eligible termination payment and will be taxed accordingly dependent upon various eligible termination payment components.

The taxation position detailed is a general statement only and individual circumstances may be quite different. The above tax interpretation reflects our current understanding of the tax laws as at the date of this document. You should consult your financial and/or taxation advisers, in respect of your specific circumstances.

*\*These amounts apply to the 2005/2006 financial year and are indexed annually by Average Weekly Ordinary Time Earnings*

# Complaints

This section provides information about the dispute resolution system covering complaints and how the system may be accessed.

## Non-superannuation

Complaints should first be attempted to be resolved through us. We have set up formal internal procedures for dealing with complaints within 45 days. Our Client Support Team freecall phone number is 1800 037 022. We may be able to solve the problem over the phone, but if not, we will ask you to put it in writing.

If you are not satisfied with the outcome of any complaint, or the complaint is not resolved within 45 days, you may contact the Financial Industry Complaints Service ("the Service"). The Service is totally independent of us and provides free, expert and impartial advice. Inquiries can often be answered on the phone but complaints will need to be in writing.

The Service will investigate any complaint within its terms of reference and may help you resolve the problem.

The Financial Industry Complaints Service can be contacted in Melbourne toll free on 1300 780 808. Their postal address is:

PO Box 579  
Collins Street West  
Melbourne Victoria 8007.

Quote member no: 1018

Fax: 03 9621 2291

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

## Superannuation

Complaints in relation to superannuation policies should first be attempted to be resolved through the relevant superannuation fund. For policies held in the Trust, the Trustee has set up formal internal procedures for dealing with complaints within 90 days. Our Client Support Team phone number is 1800 037 022. We may be able to solve the problem over the phone, but if not, we will ask you to put it in writing.

If you are not satisfied with the outcome of any complaint, you may lodge a complaint in writing to the Superannuation Complaints Tribunal ("SCT"). The SCT is an independent body set up by the Commonwealth Government to help resolve complaints about decisions in relation to members (as opposed to decisions related to the management of the fund as a whole).

The SCT can also help you put the complaint in writing if required. A complaint can only be dealt with by the SCT after it has been dealt with by our internal process. The SCT is located in Melbourne and its contact details are:

Locked Bag 3060  
GPO Melbourne Victoria 3001  
Telephone: 1300 780 808

Fax: 03 8635 5588

Website: [www.sct.gov.au](http://www.sct.gov.au)

## Other important information

This section covers important information with regards to eligibility ages for cover under superannuation and non-superannuation Aviva Protection*first* products. This section also includes details about the Insurer and Administrator, and covers your rights under Privacy legislation.

### Eligibility

#### Non-superannuation – are you eligible?

Cover type	Minimum entry age	Maximum entry age	Expiry age
Death Benefit	11	70	90
Disability Benefit (TPD)	17	60	90*
Critical Illness Benefit	17	60	90*
Child Critical Illness Benefit	3	16	21
Income Protection Benefit	20	60	65

\* Disability and Critical Illness Benefit definitions will automatically convert to the Loss of Independent Existence definition (as defined on page 46) at the policy anniversary prior to your 65th birthday.

If you select the Stand Alone Recovery Money policy the Critical Illness and Disability Benefit cease at the policy anniversary preceding your 65th birthday.

#### Superannuation – are you eligible?

Cover type	Minimum entry age	Maximum entry age	Expiry age
Death Benefit	18	65	70
Disability Benefit (TPD)	18	60	70*

\* The Disability definition will automatically convert to the Loss of Independent Existence definition (as defined on page 46) at the policy anniversary prior to your 65th birthday.

Contributions to a superannuation fund can be received for any member under the age of 65. For a member

from age 65 to less than 70 a superannuation fund can only accept mandated employer contributions, personal contributions, spouse contributions and voluntary employer contribution where you have worked at least 40 hours in any period of 30 consecutive days in a financial year. Once this condition has been met, you can contribute for the rest of that financial year.

### Information on your policy

If we approve your application, we will send you a confirmation of cover as required by law, copy of the policy document and the policy schedule. These are important documents – please read them carefully and store them with this PDS in a convenient place. Your insurance cover is not effective until we issue the policy.

### About the Insurer

#### Norwich Union Life Australia Limited – Insurer

Norwich Union Life Australia Limited ("NULAL") is the issuer of the policies offered in this PDS.

NULAL is proud to be part of the Aviva Australia group, which is part of the worldwide investment and insurance group, Aviva plc.

Aviva plc was formed in May 2000 following the merger of UK companies Norwich Union plc and CGU plc.

With offices in 30 countries, Aviva plc manages assets in excess of \$645 billion (as at 5 July 2005) and is the world's sixth largest insurance group and the biggest in the United Kingdom.

Aviva Australia is a group of two specialist financial services companies: Navigator Australia Limited

ABN 45 006 302 784 AFSL number 236466 and Norwich Union Life Australia Ltd. Portfolio Partners Limited ABN 85 066 081 114 AFSL number 234483, the Australian funds management arm of Aviva plc, is a sister company. Together these companies manage or administer \$22.8 billion (as at 5 July 2005). Through these companies we provide products and services in the areas of wealth creation, wealth management and wealth protection for more than 300,000 customers throughout Australia.

By choosing Aviva Australia, you can benefit from the global strength and security of Aviva plc while still enjoying a partnership with a local financial organisation.

Postal Address:

GPO Box 2567W  
Melbourne Vic 3001  
Telephone: (03) 9829 8989

Facsimile: (03) 9820 1534

### Cooling-off period

You have 14 days from the earlier of:

- when you receive confirmation of your policy from us, or
- the end of the 5th day after the day on which your policy was issued

to check that the policy meets your needs. This is known as the cooling-off period. Within this time you may cancel the policy (or, in the case of superannuation policies, ask the trustee of your fund to do so) without paying any charges if you notify us in writing or electronically that you wish to return the policy.

Note that if you cancel your policy more than 14 days after the relevant date you may not receive a refund of any premium you have paid.

# Privacy statement

## General Privacy Statement – Use and Disclosure

Privacy rules covering all personal information held by organisations regulate, among other matters, the way organisations collect, use, disclose, keep secure and give people access to personal information. A privacy policy describing how we manage your personal information can be obtained through our website, [avivagroup.com.au](http://avivagroup.com.au), or by writing directly to us at GPO Box 2567W, Melbourne, Victoria, 3001 (Attention: Privacy Officer).

## Purpose and use of personal information

By entering into and maintaining your relationship with us, you consent to any personal information we collect about you being used and disclosed in the manner set out below.

The main reason we collect your personal information is to enable us to provide to you the financial products and services which you have asked us to provide. This also includes using your information:

- for our internal operations (including accounting, risk management, record keeping, archiving, systems development and testing, staff training and compliance monitoring);
- to help us develop, establish and administer arrangements with other organisations in relation to the administration and use of the products and services which you have asked us to provide;
- to help us develop, identify and inform you of enhancements to the products and services which you have asked us to provide (but not on the basis of any health or other sensitive information we may hold about you);

- for research in relation to financial products and services;
- where relevant, to enable your financial adviser and their staff to provide you with advice and ongoing service. The term 'financial adviser' means your current financial adviser (or any other financial adviser that you select), or where your financial adviser transfers his or her client register to another adviser, that other adviser;
- if your employer makes superannuation contributions on your behalf into a product we provide to you, to give your employer any necessary details of their total contributions on your behalf for superannuation guarantee, taxation and fringe benefit reporting purposes; and
- in order to ensure that we comply with legislative and regulatory requirements, or for preventing or investigating crime or fraud.

We may also use and disclose your personal information for the following additional purposes:

- to help us develop, identify and inform you of other financial products and services that may interest you (but not on the basis of any health or other sensitive information we may hold about you);
- to help us develop, establish and administer arrangements with other organisations in relation to the promotion, administration and use of such other products and services;
- for marketing of financial products and services.

If you do not wish to consent to your personal information being used for these additional purposes you can call our Client Support Team on 1800 037 022 (toll free) or write to us at GPO Box 2567W Melbourne, Victoria 3001.

We may disclose your personal information to other members of the Aviva plc group. We may also disclose your personal information to other financial institutions and to any person who carries out functions for us or to other organisations with whom we may have arrangements for promoting or marketing our respective financial products and services including the following (who will be bound by appropriate confidentiality obligations):

- your bank or other financial institution, for any direct debits or credits;
- if you are a member of a superannuation product, other entities for the purpose of rollover or transfer of benefits;
- entities we use for printing and/or mailing your regular statements and reports, newsletters and other correspondence;
- other entities we may use for outsourcing the administration of the financial products and/or services we provide to you;
- auditors, consultants, legal or accounting firms, reinsurers and financial services industry bodies and regulators;
- debt collection agencies;
- private investigators in the event of a claim;
- where relevant, your executor, administrator, trustee, guardian or attorney;
- third parties for the purpose of following up outstanding information in relation to your application; and
- other parties to whom we are authorised or required by law to disclose personal information.

## Privacy statement continued

If you do not provide personal information we request, or do not consent to its use and disclosure as described above, this may affect our ability to provide to you the financial products and services you have asked us to provide.

### Access to your personal information

You may request access to your personal information that we, or an outsourced service provider, hold in relation to your investment with us by completing a Customer Personal Information Request form. The form can be obtained by writing directly to us at GPO Box 2567W, Melbourne, Victoria, 3001 (Attention: Privacy Officer).

Where it is established that personal information we hold about you is not accurate, complete or up-to-date, we will take all steps necessary to correct it.

You may be charged a fee for obtaining access to your personal information.

### Personal information about third parties

If you supply us with information about another person, you agree to show them a copy of this statement and to tell the person that:

- we are holding personal information about that person;
- personal information collected about that person will be used for the primary purpose set out in this statement and without that personal information, this purpose cannot be fulfilled;
- personal information collected about that person will usually be disclosed to third party organisations described in this statement; and
- the person has the right to access and correct personal information we hold about him or her.

We have always treated your personal information with care, and have been careful to put in place adequate protection against inappropriate and unauthorised use. This now has force of law and you have the right to complain to the Privacy Commissioner if you believe your privacy has been breached.

### Insurance Reference Association Australia

Certain details of insurance business undertaken and claims received are provided to the Insurance Reference Association Australia for the purposes of maintaining a central reference bureau for use by insurers.

# Medical Definitions

This section covers the precise medical definitions in relation to critical illness cover under the Recovery Money products.

## Aplastic Anaemia

Means bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring as a minimum one of the following treatments:

- (a) marrow stimulating agents
- (b) bone marrow transplantation
- (c) blood product transfusions
- (d) immunosuppressive agents

## Benign Intracranial Tumour

Means a non cancerous tumour on the brain giving rise to symptoms of increased intracranial pressure such as papilloedema, mental symptoms, seizures and sensory impairment as confirmed by a consultant Neurologist. The tumour must result in permanent neurological deficit, resulting in either:

- (a) at least 25% impairment of whole person function, as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association, or
- (b) the insured person being totally and permanently unable to perform any one of the following "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.

The presence of the underlying tumour must be confirmed by imaging studies such as CT Scan or MRI (Magnetic Resonance Imaging). Cysts,

granulomas, cholesteatomas, malfunctions 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 complete and irrecoverable loss of sight of both eyes from any cause.

If the extent of sight loss is such that correction measures can achieve neither visual acuity of 6/60 or greater in at least one eye, nor a field of vision of 10 degrees of arc or greater in at least one eye, then this will be accepted as Blindness.

## Cancer

Means the presence of a malignant tumour, including leukaemia, malignant lymphoma and other haemopoietic malignancies.

The tumour must be confirmed by histological examination and must:

- Require major interventionist therapy including radiotherapy, chemotherapy, biological response modifiers or any other major treatment, or
- Be totally incurable

The following cancers are specifically excluded

- Tumours treated only by endoscopic procedures.
- Carcinoma in situ. Papillary Ductal Carcinoma in situ of the breast is covered under the Policy. Ductal Carcinoma in situ of the breast is covered if it results in the removal of the entire breast. The procedure must be performed specifically to arrest the spread of malignancy, and be considered appropriate and necessary treatment.

- Prostatic cancers which are histologically described as TNM Classification T1 (a) or T1 (b) or are of another equivalent or lesser classification.
- Duke's A Stage Colorectal Cancer.
- All skin cancers other than malignant melanoma of greater than Clark Level 2 depth or invasion equal to or greater than 1.5mm thickness.

## Cardiomyopathy

Means a condition of impaired ventricular function resulting in permanent physical impairment to the degree of at least Class 3 on New York Heart Association Classification of cardiac impairment.

## 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 unarousable unresponsiveness to all external stimuli, persisting continuously with the use of a life support system for a period of at least 96 hours.

## Coronary Artery By-Pass Surgery

Means the actual undergoing of coronary artery by-pass surgery considered necessary by a cardiologist to treat coronary artery disease, but not including angioplasty, other intra arterial, or laser procedures.

## Medical definitions continued

### Coronary Artery Disease

Means the actual undergoing for the first time of Coronary Artery

Angioplasty to correct a narrowing or blockage of three or more coronary arteries within the same procedure.

Angiographic evidence, indicating at least 50% obstruction of three or more coronary arteries is required to confirm the need for this procedure.

A partial benefit is payable under this condition if the procedure is to treat one or two coronary arteries. The partial benefit is limited to 10 percent of the Sum Insured as stated on the Policy Schedule or \$25,000 whichever is the lesser. A partial benefit is only payable if the Sum Insured is \$100,000 or more.

Partial benefits can only be paid once under this condition and the remaining Sum Insured for death, critical illness or disability benefits will be reduced by the amount paid.

### 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 as measured by audiogram.

### Dementia

Means a significant loss of brain function causing a permanent defect (e.g. Alzheimer's Disease), as diagnosed by a consultant Neurologist. There must be deterioration and loss of intellectual capacity on standard testing criteria and a need for continual care either professionally or as an in-patient. Alcohol and drug abuse are excluded as causes of the dementia condition.

### Encephalitis

Means severe inflammation of the brain resulting in permanent neurological deficit, resulting in either:

- (a) at least 25% impairment of whole person function, as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association, as certified by a consultant neurologist, or
- (b) the insured person being totally and permanently unable to perform any one of the following "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.

Encephalitis as a result of HIV infection is excluded.

### Heart Attack

Means death of a portion of heart muscle as a result of inadequate blood supply to a relevant area. The basis for diagnosis shall include either:

- (a) New electrocardiographic changes associated with the myocardial infarction; and elevation of cardiac enzymes or cardiac biochemical markers (such as troponin) consistent with myocardial infarction; or
- (b) Elevation of cardiac biochemical markers (such as troponin) consistent with myocardial infarction; and a reduction in Left Ventricular Ejection Fraction below 50% where measured at least six weeks after the cardiac event.

Lesser acute coronary syndromes including unstable angina and acute coronary insufficiency are excluded as part of this definition.

If the above tests are inconclusive we will consider other appropriate and medically recognised tests.

### Heart Surgery

Means the actual undergoing of open heart surgery to replace or correct cardiac valves as a consequence of heart valve defects, or to correct any narrowing, dissection or aneurysm of the thoracic or abdominal aorta.

### Liver Disease

Means chronic liver failure, together with permanent jaundice, ascites or hepatic encephalopathy.

Liver damage secondary to alcohol usage or intravenous drug use is excluded.

### 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":

- (a) bathing and showering;
- (b) dressing and undressing;
- (c) eating and drinking;
- (d) using a toilet to maintain personal hygiene; and
- (e) moving from place to place by walking, wheelchair or with assistance of a walking aid.

### 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 or the speech centres of the brain, whether caused by injury, tumour or sickness. The loss must be certified as being total and permanent by an appropriate medical specialist not less than three months after the ability to speak was first lost.



## Major Burns

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

- 20% or more of the Body Surface Area as measured by the "rule of 9" of the Lund and Browder Body Surface Chart; or
- the whole of both hands, requiring surgical debridement and/or grafting; or
- the whole of the face, requiring surgical debridement and/or grafting.

## Major Head Trauma

Means a cerebral injury resulting in permanent neurological deficit, resulting in either:

- (a) at least 25% impairment of whole person function as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association, as certified by a consultant Neurologist, or
- (b) the insured person being totally and permanently unable to perform any one of the following "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.

## Major Organ Transplant

Means the human to human organ transplant, as a result of injury or disease from a donor to you, of one or more of the following complete organs:

- kidney
- heart
- lung
- liver
- pancreas, or
- the transplantation of bone marrow.

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

## Medically Acquired HIV Infection

Means accidental infection with Human Immunodeficiency Virus (HIV) where the virus was acquired in Australia by you from one of the following necessary events conducted by a recognised and registered medical practitioner:

- A blood transfusion;
- Transfusion with blood products;
- Organ transplant to you;
- Assisted reproductive techniques;
- A medical procedure or operation performed by a medical practitioner

Any event that potentially may give rise to a claim must be treated in accordance with the relevant infection control guidelines for the relevant state health service or equivalent including, at a minimum, baseline screening with regular screening at six weeks, 12 weeks and six months post event. This screening will require a supporting negative HIV Test performed on material taken after the event date. Blood product will need to be made available for independent testing.

### Exclusion

No payment will be made where a Cure has become available prior to the event causing the infection or where you have elected not to take any Vaccine available prior to the accident.

"Cure" means any Australian Government approved treatment which renders HIV inactive and non-infectious.

"Vaccine" means any antigenic preparation approved by the Australian Government and recommended by a government authority for prophylactic use to produce immunity to the Human Immunodeficiency Virus.

## Motor Neurone Disease

Means an unequivocal diagnosis of motor neurone disease by a consultant Neurologist, with the Insured not necessarily confined to a wheelchair.

## Multiple Sclerosis

Means a disease characterised by demyelination of nervous tissue. An unequivocal diagnosis has to be made by a consulting physician confirming more than one episode of well defined neurological deficit with persisting neurological abnormalities, resulting in either:

- (a) at least a 25% impairment of whole person function as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association; or
- (b) the insured person being totally and permanently unable to perform any one of the following "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.

The diagnosis will be based on confirmatory neurological investigations eg: lumbar puncture, evoked visual responses, evoked auditory responses and MRI (Magnetic Resonance Imaging)

## Medical definitions continued

evidence of lesions of the central nervous system.

A partial benefit is payable under this condition based upon unequivocal diagnosis confirming more than one episode of well defined neurological deficit with persisting neurological abnormalities and with at least a 10% impairment of whole person function as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association. The partial benefit is limited to ten (10) percent of the Sum Insured as stated on the Policy Schedule or \$25,000 whichever is the lesser. A partial benefit is only payable if the Sum Insured is \$100,000 or more.

Partial benefits can only be paid once under this condition and the remaining Sum Insured for death, critical illness or disability benefits will be reduced by the amount paid.

### Occupationally Acquired HIV Infection

Means Human Immunodeficiency Virus contracted where the virus was acquired due to an accident occurring whilst engaging in your normal occupation and the seroconversion to the HIV infection being demonstrated by testing within six months of the accident. HIV infection acquired in any other manner is excluded.

Any accident that potentially may give rise to a claim must be treated in accordance with the relevant infection control guidelines for the relevant practice body or state health service, including, at a minimum, baseline screening with regular screening at six weeks, 12 weeks and six months post event. This screening will require a supporting negative HIV Test performed on material taken after the accident date. Blood product will need to be made available for independent testing.

### Exclusion

No payment will be made where a Cure has become available prior to the accident causing the infection or where you have elected not to take any Vaccine available prior to the accident.

“Cure” means any Australian Government approved treatment which renders HIV inactive and non-infectious.

“Vaccine” means any antigenic preparation approved by the Australian Government and recommended by a government authority for prophylactic use in your occupation to produce immunity to the Human Immunodeficiency Virus.

### Open Heart Surgery

Means the undergoing of a thoracotomy for treatment of cardiac defect(s), cardiac aneurysm or benign cardiac tumour(s).

### Out of Hospital Cardiac Arrest

Means cardiac arrest which is not associated with any medical procedure and is documented by an electrocardiogram, occurs out of hospital and is due to:

- (a) Cardiac asystole; or
- (b) Ventricular fibrillation with or without ventricular tachycardia.

### Paralysis

Means the total and permanent loss of function of two or more limbs due to spinal cord injury or disease or brain injury or disease. This includes but is not limited to diplegia, hemiplegia, paraplegia, quadriplegia and tetraplegia.

### Parkinson's Disease

Means unequivocal diagnosis of Parkinson's Disease where the disease:

- (a) prognosis indicates progressive and permanent impairment of you to dress, feed and bathe without assistance;
- (b) cannot be controlled with medication.

### Pneumonectomy

Means the excision of an entire lung when deemed medically necessary by an appropriate specialist.

### 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 3 of the New York Heart Association Classification of cardiac impairment.

Secondary Pulmonary Hypertension due to chronic lung disease is excluded.

### Renal Failure

Means end stage renal failure presenting as chronic irreversible failure of both kidneys to function, requiring permanent regular renal dialysis.

### Stroke

Means any cerebrovascular accident or incident producing neurological sequelae. Evidence of infarction of brain tissue, intracranial and/or subarachnoid haemorrhage or embolisation from an extracranial source is required. Transient ischaemic attacks, reversible ischaemic neurological deficit, cerebral symptoms due to migraine and any intracranial bleeding caused by a trauma are each excluded.

# How do I get started?

## 1. Your financial adviser

Your financial adviser will help you work out what your needs are, so you can decide if any of the products in the Aviva Protection*first* range are right for you.

Your adviser will help you choose between the different product features, and help you to combine Aviva Protection*first* policies with each other and with your other insurance arrangements.

Your adviser will explain the information in this PDS to you.

## 2. How to apply

To apply for any of the policies described in this PDS, you must complete and sign the application form, after you have obtained a quotation from your adviser.

Your adviser must explain to you what information you are required to provide to us. It is important that you provide this information carefully and accurately. You should refer to the description of your Duty of Disclosure on the Application Form and note that it extends beyond the date of submitting your proposal to us.

# Direct Debit Service Agreement

This document sets out the terms on which You will make payments by Direct Debit to Us.

## 1. Definitions and interpretation

### 1.1 Definitions

'BECS' means the Bulk Electronic Clearing System as managed by the Australian Payments Clearing Association Limited.

'Business Day' means a day which We are ordinarily open for business.

'Direct Debit' means a debit made from Your nominated bank account to Us in accordance with instructions contained in a Direct Debit Request.

'Direct Debit Request' means a request completed by You and addressed to Us authorising debits from Your nominated bank account to Us.

'We' 'Us' or 'Our' means Norwich Union Life Australia Limited ABN 34 006 783 295;

'You' means the customer who completes the Direct Debit Request in Our favour.

'Your Financial Institution' means the financial institution holding Your account nominated in the Direct Debit Request.

### 1.2 Interpretation

In this document, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa and one gender includes the other genders;

- (b) a promise or agreement by two or more persons binds each person individually and all of them jointly;

- (c) a reference to a party includes that party's successors and permitted assigns;

- (d) a reference to a document or agreement includes an amendment, supplement to, replacement or novation of, that document or agreement;

- (e) a reference to a thing includes a part of that thing;

- (f) a reference to a person includes an individual, a corporation, a government body and any other entity that the law recognises; and

- (g) if a word or phrase is defined another grammatical form of the word or phrase has a corresponding meaning.

## 2. The arrangement

- (a) This document and the Direct Debit Request contain the terms under which periodic debits to Us will be made directly from Your nominated bank account, as specified in Your Direct Debit Request.

- (b) The amount of the debit to Us will equal the amount that We decide is payable to Us by You, or another amount that we both may agree, and that We notify to Your Financial Institution.

## 3. When will debits be made?

- (a) Debits by Your Financial Institution to Us under the instructions in the Direct Debit Request will be made on or around the preferred date nominated by you on your Direct Debit Request. If You do not nominate a preferred date debits will be made on the next payment day following the commencement date of your policy.

- (b) If the day on which any debits are due falls at a weekend or on a public holiday, then the debit will be made on the next Business Day.

## 4. Queries

If You have any queries about the Direct Debit Request, including the date on which the debits will be processed, Your queries must be directed to Us, not to Your Financial Institution.

## 5. Available funds

You must ensure that there is always enough money, in cleared funds, in Your account to meet the required debit on the due date for the debit to occur.

## 6. What happens if funds are not available?

- (a) If there is not enough money in cleared funds in Your account to meet any required debit, Your Financial Institution will not pay Us. If this happens We will not charge You a dishonour fee, although Your Financial Institution may do so. If You have any queries about fees which Your Financial Institution may charge You, You should contact Your Financial Institution.
- (b) If any debit requested by You is not made, You remain obliged to pay any amount owing to Us until We receive Your payment. Cancellation of Your Direct Debit Request does not affect any of Our accrued rights.
- (c) If for any reason We have not received money owed by You to Us, We reserve the right to collect such money on the next due date for the Direct Debit.

## 7. Alterations

- (a) If We want to make any changes to the terms of the Direct Debit arrangement, We will provide You with at least 14 days written notice of those changes.
- (b) If You want to make any changes to Your details contained on Your Direct Debit Request You may do so by sending Us a new Direct Debit Request.
- (c) In order to process Your changed Direct Debit Request, We must receive Your request at least seven Business Days prior to the next scheduled debit.

## 8. Stopping debits

- (a) You may stop a payment to be made to Us pursuant to the Direct Debit Request by contacting Us, preferably in writing and requesting that the debit be stopped. We require at least seven Business Days notice from the time that We receive notification from You to take action on this type of request.
- (b) We will confirm to You that the debit has been stopped.
- (c) You may defer or cancel a Direct Debit Request by contacting Us preferably in writing, at least seven Business Days prior to the next scheduled debit.

## 9. Availability of accounts

- (a) Payment by direct debiting through the BECS is not available on all accounts. Before completing the Direct Debit Request, You must check with Your Financial Institution and confirm that it will be possible for Direct Debits to be made to Us through the account that You wish to select.
- (b) It is Your responsibility to ensure that You advise Us if Your nominated bank account is to be transferred or closed.

## 10. Complaints

- (a) If You have any complaint about the way Your Direct Debit has been administered by Us, You should contact:  
  
Protection  
Client Support Team  
GPO Box 2567W  
Melbourne Vic 3001  
or  
Freecall 1800 037 022  
  
and provide full details of the complaint.
- (b) The complaint will be reviewed and We will endeavour to forward a response to You within three Business Days.
- (c) If any complaint referred to Us cannot be resolved in a manner satisfactory to You, You should contact Your Financial Institution who will then deal with the matter in the manner set out in the BECS rules.

## 11. Termination

We may terminate this arrangement by giving You 14 days notice in writing.

## Direct Debit Service Agreement continued

### 12. Privacy

We will not disclose any information about Your details contained in the Direct Debit Request except:

- (a) to You;
- (b) as required by any law, court or regulatory authority;
- (c) to any person nominated by You in writing; and
- (d) to the financial institution holding Our accounts.

By completion of the application form (attached to this PDS), you consent to any personal information we may collect about you in the normal course of our business being used as outlined in our privacy policy. Our policy, which is designed to protect your interests and is consistent with the Privacy Act, can be obtained through our website, [avivagroup.com.au](http://avivagroup.com.au) or by writing directly to us.

### 13. Assignment

- (a) You must get Our written consent before You can assign or deal with any of Your rights under this agreement.
- (b) We may assign any of Our rights under this document without Your consent.

### 14. Applicable Law

This agreement is governed by the laws of Victoria.

### 15. Notices

- (a) Notices to Us should include Your policy number and must be sent to:  
Protection  
Client Support Team  
GPO Box 2567W  
Melbourne Vic 3001  
or  
Freecall 1800 037 022
- (b) We will send notices to You at the last known address that You have provided to Us.
- (c) Notices may be left at or sent by pre-paid airmail post, hand delivery to that address, and will be treated as given to the recipient either:
  1. on the day of delivery; or
  2. three Business Days after the date of posting by pre-paid post, provided that if the time of delivery or receipt is on a non-Business Day or after 5 PM on a Business Day, delivery or receipt will be considered to have occurred on the next Business Day.

# Application for Aviva Protectionfirst

version 2.0



# AVIVA

## IMPORTANT INFORMATION

Before you sign this application form, be aware that your adviser is obliged to have provided you with the Aviva Protectionfirst Product Disclosure Statement ("PDS") containing a summary of the important information in relation to this product along with a premium quote. This information will help you to understand the product and to decide whether it is appropriate to your needs.

Date of issue: 17 October 2005

Please complete in blue or black ink, using BLOCK letters.

## 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 reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

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

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

### Non-disclosure

If you fail to comply with your Duty of Disclosure and the insurer would not have entered into the Contract on any terms if the failure had not occurred, the insurer may avoid the Contract within 3 years of entering into it. If your non-disclosure is fraudulent, the insurer may avoid the Contract at any time.

An insurer who is entitled to avoid a Contract of Life Insurance may, within 3 years of entering into it, 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.

## FOR ADVISER COMPLETION:

New Business Application   
  Replace Existing Policy   
  Upgrade to current series   
  Alteration to Existing Policy

Existing Policy number(s) to be altered/replaced

Adviser Name  Adviser Number

### Section 1 *Life to be Insured details*

#### Occupational rating of insured (Please tick)

AAA   
  MP   
  LP   
  AA   
  A   
  B   
  Other

Title   
  Mr   
  Mrs   
  Miss   
  Ms   
  Dr   
  Other

Surname

Maiden name (if applicable)

Given name/s

Home Address (not PO Box)

Suburb  State  Postcode

Telephone (home)  -  (mobile)  -

(work)  -

State register  (if different from state of residence) Date of birth  /  /  Age next birthday

Place of birth

Sex  Male  Female Proof of age  Attached  To follow  Already submitted

What is your marital status?

Do you smoke or have you smoked within the last 12 months?

Yes If yes, please state form and daily quantity

No Reason/s for quitting (if applicable)

Date of cessation (if applicable)  /  /

(Complete Postal address **only** if insured is also the proposer of this application and postal address is different from home address)

Postal address

Suburb  State  Postcode

Section 2 Cover details (Please attach a copy of the Aviva quotation)

## Aviva Protection – Life

<b>Options</b>		<b>Frequency premium</b>
<input type="checkbox"/> Ordinary	<input type="checkbox"/> Waiver of premium	(must meet minimum premium levels)
<input type="checkbox"/> Superannuation (the Trust owned - section 19)	<input type="checkbox"/> Business protection option	\$ <input type="text"/>
<input type="checkbox"/> Superannuation (issued to another complying superannuation fund - section 20)	<input type="checkbox"/> Disability buy back option	<input type="text"/>
	<input type="checkbox"/> Accidental Death Benefit	
\$ <input type="text"/> Death benefit		
\$ <input type="text"/> Disability benefit (if required)	<input type="checkbox"/> Link to <b>own</b> occupation definition (AAA, MP, LP & AA lives only)	
Occupational loading of <input type="text"/> x standard rates on disability benefit (refer occupation rating guide)		
<b>Premium</b>	<input type="checkbox"/> Stepped <input type="checkbox"/> Level	Age at which premiums convert to stepped <input type="checkbox"/> 55 <input type="checkbox"/> 60 <input type="checkbox"/> 65

## Aviva Protection – Recovery Money **Note: Only one contract type in this section may be selected.**

	<b>Recovery Money</b>	<b>Flexible Recovery Money</b>	<b>Stand Alone Recovery Money</b>
Death Benefit	\$ <input type="text"/>	\$ N/A	\$ N/A
Critical Illness Benefit	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Disability Benefit	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
<input type="checkbox"/> Link to <b>own</b> occupation definition (AAA, MP, LP & AA lives only)			
<b>Options</b>		<b>Frequency premium</b>	
<input type="checkbox"/> Waiver of premium*	<input type="checkbox"/> Critical illness buy back*	(must meet minimum premium levels)	
<input type="checkbox"/> Business protection option**	<input type="checkbox"/> Disability buy back*	\$ <input type="text"/>	
<input type="checkbox"/> Accidental Death Benefit**	<input type="checkbox"/> Critical Illness Reinstatement Option	<input type="text"/>	
<input type="checkbox"/> Child Critical Illness Cover (If required please complete application on page 64 - Section 18)			
Occupational loading of <input type="text"/> x standard rates on disability benefit (refer occupation rating guide)			
* These benefits are not available where the Stand Alone Recovery Money contract has been selected.			
** This benefit is not available for Flexible Recovery Money or Stand Alone Recovery Money contracts.			
<b>Premium</b>	<input type="checkbox"/> Stepped <input type="checkbox"/> Level	Age at which premiums convert to stepped <input type="checkbox"/> 55 <input type="checkbox"/> 60 <input type="checkbox"/> 65	

## Aviva Protection – Income

Choose one <input type="checkbox"/> Gold <input type="checkbox"/> Excell	Choose one <input type="checkbox"/> Indemnity <input type="checkbox"/> Agreed Value	<input type="text"/>
<b>Monthly Benefit</b> \$ <input type="text"/>	<b>Options</b>	<b>Frequency premium</b>
<b>Waiting Period</b>	<input type="checkbox"/> Platinum benefit (Gold only)	(must meet minimum premium levels)
<input type="checkbox"/> 14 days <input type="checkbox"/> 30 days	<input type="checkbox"/> Increasing claim benefit	\$ <input type="text"/>
<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days	<input type="checkbox"/> Accident benefit option	
<input type="checkbox"/> 180 days (stepped premium only)	<input type="checkbox"/> Guaranteed insurability option	
<input type="checkbox"/> 365 days (available only for stepped premium with Benefit Periods to age 60, 65 or 70)		
<input type="checkbox"/> 730 days (available only for stepped premium with Benefit Periods to age 60, 65 or 70)		
<b>Benefit Period</b>	<b>Premium</b>	
<input type="checkbox"/> for 2 years <input type="checkbox"/> for 5 years	<input type="checkbox"/> Stepped	
<input type="checkbox"/> to age 60 <input type="checkbox"/> to age 65	<input type="checkbox"/> Level	
<input type="checkbox"/> to age 70 (available only for AAA, MP, LP & AA lives only)		

## Aviva Protection – Income Business Expenses

<b>Monthly Benefit</b> \$ <input type="text"/>	<b>Frequency premium</b>
<b>Waiting Period</b>	(must meet minimum premium levels)
<input type="checkbox"/> 14 days <b>Premium</b>	\$ <input type="text"/>
<input type="checkbox"/> 30 days <input type="checkbox"/> Stepped	
<input type="checkbox"/> Level	



**Section 3 Policyowner details (Ordinary business only)**

To be completed in all cases except where the Life Insured is the **sole** policyowner. Provision is made below for two different policyowners. If there are more than two policyowners please attach the following information for the extra proposers. For third party ownership of Aviva Protection – Income policies the insured must own at least 50% of business in which they work.

**Policyowner A** Mr Mrs Miss Ms Dr Other

Title

Surname or Company name

Maiden name (if applicable)

Given name/s

Postal address

Suburb  State  Postcode

Telephone (home)  –  (mobile)  –

(work)  –

Date of birth  /  /  (proposer) State register (if different from State of residence)

Which policy does the ownership pertain to:  Life Cover  Recovery Money  Income Protection  
 Business Expenses  Flexible Recovery Money  Stand Alone Recovery Money

Please indicate the relationship to the Life Insured

**Policyowner B** Mr Mrs Miss Ms Dr Other

Title

Surname or Company name

Maiden name (if applicable)

Given name/s

Postal address

Suburb  State  Postcode

Telephone (home)  –  (mobile)  –

(work)  –

Date of birth  /  /  (proposer) State register (if different from State of residence)

Which policy does the ownership pertain to:  Life Cover  Recovery Money  Income Protection  
 Business Expenses  Flexible Recovery Money  Stand Alone Recovery Money

Please indicate the relationship to the Life Insured

**PERSONAL STATEMENT INFORMATION – MUST BE COMPLETED**

**Section 4 Telephone underwriting question (available 2006)**

I permit the Aviva Australia group to call me (the life insured) to clarify or gain further information regarding any matter pertaining to the assessment and processing of this application. I understand that the call may be recorded and will form part of my duty of disclosure.

Yes  No  If yes, I am contactable on (ph)  between the hours of  (note they must be usual business hours).

**Section 5 Residency questions**

How long have you lived in Australia?  years  months or  all of life

Are you an Australian citizen or do you hold permanent residency status in Australia?  
 Yes  No (If no, please provide full details )

Details

Do you have any intention of travelling or living overseas?  Yes  No (If yes, please complete the following)

Date of departure  /  /   Duration of stay

Destination

Purpose of stay  Holiday  Business  Residing  Other – Please specify

**Section 6 Height and weight details**

What is your height?  cm OR  feet/inches

What is your weight?  kg OR  stone / pounds

**Section 7 Lifestyle**

	Yes	No	If Yes, please give details
<b>Alcohol</b>			
(a) Do you consume alcohol?	<input type="checkbox"/>	<input type="checkbox"/>	Form and daily quantity <input type="text"/>
(b) If no, have you ever consumed alcohol?	<input type="checkbox"/>	<input type="checkbox"/>	Form, daily quantity & date ceased <input type="text"/>
<b>Drugs</b>			
(c) Have you ever used or injected yourself with any drug not prescribed by a medical attendant?	<input type="checkbox"/>	<input type="checkbox"/>	If Yes, please detail type of drug, frequency of use and when last used <input type="text"/>
<b>HIV</b>			
(d) Are you suffering from Acquired Immune Deficiency Syndrome ("AIDS") or are you carrying the HIV virus or antibodies to that virus?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
(e) Are you suffering from unintentional weight loss, persistent night sweats, persistent fever, diarrhoea or swollen glands?	<input type="checkbox"/>	<input type="checkbox"/>	
(f) Have you EVER engaged in male to male sexual activity involving anal intercourse?	<input type="checkbox"/>	<input type="checkbox"/>	

*(If you have answered 'YES' to any of the above 3 questions, additional information may be requested by us to assess your application)*

**Section 8 Existing insurance details**

(a) Have you ever had an application on your life declined, postponed, accepted with a loading or otherwise than as submitted? Yes  No   
 If yes, provide name of company, alteration, date and reason, if known

(b) Are you, upon disablement, entitled to a pension or other benefit from a superannuation plan or your employer? Yes  No   
 If yes, provide full details

(c) Are you in receipt of or have you made a claim for disablement insurance, workers compensation, social security or veteran's affairs, sickness or invalid benefits? Yes  No   
 If yes, please give details below:

Date	Company/Source	Period of disability	Cause of claim

(d) Do you have, or have you recently applied for, or are applying for any life, disability and/or trauma insurance with any company, including NULAL, or from government employment?  Yes, please complete table below.  No

Company	Type of policy (eg. Death/TPD Inc. Prot.)	Date policy commenced	Insured amount	Policy number (if known)	To be replaced by this application? **

\*\* Your application to replace a policy will be considered on the understanding that you will cancel your prior policy(ies). Failure to do so may render invalid a claim on your Aviva Protection policy.

Section 9 **Sports and pastimes**

Do you or do you intend to engage in any of the following sports and pastimes? Yes  No

- Aviation other than as a fare-paying passenger
- Body contact sports
- Football
- Hang-gliding, etc
- Motor sports
- Parachuting or sky diving
- Recreations involving heights
- Underground activity
- Scuba/Skin diving
- Water sports
- Mountain climbing/abseiling/caving
- Other (eg boxing, competitive riding etc)

**If 'Yes' to any of these activities, please complete the questionnaire below. (If 'no', go to section 9.)**

**(i) Motor sports**

Vehicle type and make  Engine capacity  cc

Type of circuits raced on (eg road, off road)  Number of events per year

Maximum speeds reached  kms per hour Are you a professional  or Amateur

Have you ever suffered any injuries as a result of this sport/pastime? Yes  No

If "Yes", please specify type of injury, when it occurred and degree of recovery.

**(ii) Football/Soccer/Aussie rules, etc**

Type <input type="text"/>	Professional/Amateur <input type="text"/>	Times per year <input type="text"/>
---------------------------	---	-------------------------------------

**(iii) Mountain climbing / abseiling / caving**

Type <input type="text"/>	Location <input type="text"/>	Times per year <input type="text"/>
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**(iv) Scuba / skin diving**

Average depth <input type="text"/> metres	Maximum depth <input type="text"/> metres	Professional/Amateur <input type="text"/>	Dives per year <input type="text"/>
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Do you dive in caves or potholes? Yes  No  Do you dive alone? Yes  No

Diving qualifications

**(v) Aviation**

1. Do you hold a Civil Aviation Authority Licence?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If "Yes", state type and period held <input type="text"/> <input type="text"/>
2. Do you intend to change the scope of your present licence?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
3. Do you ever use other than recognised Civil Aviation Authority landing areas?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
4. Do you intend to engage in any form of aviation other than the categories below, eg ballooning, paragliding etc?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
5. Have you ever had an accident or been charged with violating Civil Aviation Regulations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

**Please complete the following schedule**

Indicate number of hours flown as follows	Last 12 months		Future annual average	
	Crew	Passenger	Crew	Passenger
Aero club/flying school	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Agricultural	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Charter	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Commercial airline	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Helicopter	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Private	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Ultralight aircraft	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Please elaborate on all "Yes" answers in *Additional information* below, ie type of sport, time spent training and participation, number of times per annum, receipt of fees or payments, any injuries sustained, etc.

**Additional information or details relating to activities above to which a "Yes" answer applies**

Section 10 **Occupation**

(a) What is your present principal (i) occupation  (ii) Industry

(b) (i) Name and street address of place of employment

Suburb  State  Postcode

(ii) To the best of your knowledge is your place of employment insolvent or under/contemplating voluntary administration? Yes  No

(iii) If self employed, has your company had a net operating loss in the last two years Yes  No  If 'yes', please provide last two years trading accounts for all entities.

(iv) If self employed, what percentage of the business do you own  %

(c) What are your duties (Please give full details including % of manual work involved)

Type of Work	% of Time	Specific duties you perform
Sedentary/Administration		
Light Manual Work		
Heavy Manual Work		
Heights >5 metres, any underground or offshore work		
Other (please specify)		
Total	100	

(d) How long have you been in your current occupation?  Years  Months

(e) What qualifications do you have?  
 Type  Source

(f) Are you thinking of changing your occupation? Yes  No   
 If yes, please advise details

**Do you require Income Protection Cover?** Yes  No  If 'yes', complete (g) to (p) following. If 'no', go to section 11.

(g) How many hours do you work in your principal occupation?  Hours per week

(h) Do you work at your place of residence? Yes  No  If 'yes', how many hours per week

(i) Do you have any other occupation? Yes  No   
 If yes, please specify type, hours worked per week, and full name and address of place of employment  
 Type   
 Address   
 Suburb  State  Postcode

(j) Have you ever been bankrupt? Yes  No  If 'yes', please provide details

(k) Please give details of your previous occupation/s over the last 5 years

From	To	Occupation	Employer name

(l) Are you self-employed or do you own any of the business in which you are employed? Yes  No  If 'no', go to section 11

(m) Do you operate as: Sole Trader  Partnership  Company  Trust

(n) Please state what percentage interest/shareholding you have in the business  %

(o) For how long have you been self-employed in this current business?

(p) How many employees (excluding yourself) do you have?



Section 14 **Medical history – Mental Health (complete in all cases)**

Have you **EVER** had or been told you had, or received medical advice or treatment for any of the following?

	Yes	No		Yes	No
(a) Anxiety including generalised anxiety, panic or phobic disorder	<input type="checkbox"/>	<input type="checkbox"/>	(g) Schizophrenia or any other psychotic disorder	<input type="checkbox"/>	<input type="checkbox"/>
(b) Eating disorder including anorexia nervosa, bulimia	<input type="checkbox"/>	<input type="checkbox"/>	(h) Stress, sleeplessness, chronic tiredness or insomnia	<input type="checkbox"/>	<input type="checkbox"/>
(c) Depression including major depression, dysthymia	<input type="checkbox"/>	<input type="checkbox"/>	(i) Chronic fatigue or fibromyalgia	<input type="checkbox"/>	<input type="checkbox"/>
(d) Manic depressive illness, bi-polar disorder	<input type="checkbox"/>	<input type="checkbox"/>	(j) Attempted suicide or suicidal ideation	<input type="checkbox"/>	<input type="checkbox"/>
(e) Alcohol or other substance abuse or addiction	<input type="checkbox"/>	<input type="checkbox"/>	(k) Other – please describe <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Post traumatic stress (PTSD) or attention deficit and/or hyper activity disorder (ADHD, ADD)	<input type="checkbox"/>	<input type="checkbox"/>			

**If you answer “Yes” to any of the above, please complete the following (Please use a copy of this form if more than one condition)**

1. For each “Yes” answer above: Please describe your symptoms including date they started, how long they lasted and time off work.

Symptoms	Date from - Date to	Time off work

2. Please describe how this condition/s has affected you including any limitations to your ability to work, your daily living.


Has any reason for your condition been identified?

No - Go to next question     Yes - Please advise details:


3. Please advise all medical advice you have received for this condition/s, including counselling, names of medications, hospitalisations etc.

Doctor name and address	Treatment	Date commenced	Date ceased

4. Have you had any recurrences of this condition?

No     Yes - How many times?  When?

5. Are you currently receiving treatment?

No – When did you cease treatment?  /  /

Yes – Details

6. Have any of your parents, brothers or sisters (living or dead) suffered from a mental health condition?

No     Yes – Number of family members affected

Age condition for each family member	Type of disorder or mental health condition



Section 16 **Medical history**

Have you **EVER** had or been told you had, or received medical advice or treatment for any of the following?

- |   | Yes                      | No                       |  | Yes                      | No                       |
|---|--------------------------|--------------------------|--|--------------------------|--------------------------|
| (a) High blood pressure, chest pain, high cholesterol, stroke, rheumatic fever or any heart or vascular complaint | <input type="checkbox"/> | <input type="checkbox"/> | (e) Diabetes, sugar in urine, thyroid trouble or pancreatic disease  | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Strained back, sciatica, whiplash, spondylitis or any other form of back or spinal trouble                    | <input type="checkbox"/> | <input type="checkbox"/> | (f) Neurological or nervous disorder such as epilepsy, fits, paralysis, migraine, persistent headaches, dizziness or neuritis        | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Arthritis, rheumatism, gout, tendonitis, repetitive strain injury or any disorder of the joints or muscles    | <input type="checkbox"/> | <input type="checkbox"/> | (g) Indigestion, ulcer, hiatus hernia, bowel disorder, colitis or passing of blood from the bowel                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Asthma, bronchitis, tuberculosis, pleurisy or other lung complaint  | <input type="checkbox"/> | <input type="checkbox"/> | (h) Do you contemplate seeking any medical advice, investigation or treatment (including surgery) for any current health problem(s)? | <input type="checkbox"/> | <input type="checkbox"/> |

**If you answer "Yes" to any questions above, please complete the following questionnaire for each condition** (Use a photocopy if more than two conditions)

- What is the nature of your condition?
- Please give details of:
 

(a) Date of first symptoms	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	(b) Date of last symptoms	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	<input type="text"/>
(c) Frequency of symptoms	<input type="text"/>						(d) Severity of symptoms	<input type="text"/>					
- Give details of treatment including surgery, physiotherapy and medication:
 

(a) Previously received	<input type="text"/>											
(b) Now being received	<input type="text"/>											
- Is any change to your treatment contemplated, including surgery?  Yes  No
- Have you completely recovered?  Yes  No
- Do you have any disability as a result of the illness?  Yes  No
- Time off work as a result of this condition?    Days
- Please include any additional information you feel may assist us.
- Please provide the full name and address of the doctor who treated you for this condition.
 

Doctor	<input type="text"/>											
Address	<input type="text"/>											
Suburb	<input type="text"/>						State	<input type="text"/>	Postcode	<input type="text"/>		

- What is the nature of your condition?
- Please give details of:
 

(a) Date of first symptoms	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	(b) Date of last symptoms	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	<input type="text"/>
(c) Frequency of symptoms	<input type="text"/>						(d) Severity of symptoms	<input type="text"/>					
- Give details of treatment including surgery, physiotherapy and medication:
 

(a) Previously received	<input type="text"/>											
(b) Now being received	<input type="text"/>											
- Is any change to your treatment contemplated, including surgery?  Yes  No
- Have you completely recovered?  Yes  No
- Do you have any disability as a result of the illness?  Yes  No
- Time off work as a result of this condition?    Days
- Please include any additional information you feel may assist us.
- Please provide the full name and address of the doctor who treated you for this condition.
 

Doctor	<input type="text"/>											
Address	<input type="text"/>											
Suburb	<input type="text"/>						State	<input type="text"/>	Postcode	<input type="text"/>		



Section 17 **Business Expenses Cover Questionnaire** (only to be completed if a Business Expenses Policy is required)

**Note: The following expenses cannot be included:** Personal salary of the insured, remuneration to members of the insured's family, repayment of mortgage principal, costs of goods or merchandise, costs of implements of the insured's trade or profession, salaries of employees who would continue to produce income after the insured's disablement.

Name of business

Date business was started  /  /  /  /  /  Number of full-time employees

What percentage of business income is derived by your personal exertion?  %

What type of business? Sole proprietor  Company  Partnership  Other

Are business expenses shared with others? Yes  No

If yes, please give details below.

Name of all such persons	Occupation	% Share of expenses	% Interest in business

Please provide a brief explanation of what downturn would occur to the business if the Life to be Insured were to become disabled.


Details of all employees (if family members, relationship to insured)

Name of employee (relationship, if relevant)	Occupation	% of income generating duties	Hours worked per week

Please list the full annual expenses of the business.

**Premises**

Rent, or mortgage interest \$

Business insurance premiums (fire, liability, etc) \$

Property rates \$

**Services**

Telephone \$  Water \$

Electricity \$  Laundry \$

Gas \$  Cleaning \$

**Equipment**

Lease costs on equipment and motor vehicles \$

Registration and Insurance for motor vehicles \$

Maintenance \$

**Salaries**

Salaries and related costs for employees who do not generate any business income \$

Payroll tax \$

**Professional**

Accounting and auditing \$

Dues to professional bodies \$

**Other**

Please state details

**Total annual**

Monthly equivalent \$



**Section 19 The Trust**

To be completed for Aviva Protection – Life policies **owned** by the Norwich Union Superannuation Trust (“the Trust”) only (the applicant for this policy is the Trustee of the Trust)

*Part A: Contributions*

Please identify who is contributing:

Personal contributions only\* (member or spouse)  % Member  % Spouse (must equal 100%)

\* If personal contributions, are you eligible to claim tax deduction?  Yes  No

Employer<sup>†</sup> only (including salary sacrifice)

Part personal and part employer<sup>†</sup> contributions  % Spouse  % Personal  % Employer (must equal 100%)

† Please complete the following only if the insured’s employer is contributing to the Aviva Protection – Life policy. Note that the applicant for this policy is the Trustee of the Trust.

*Employer details:*

Full name of employer (co.name)

Contact name

Postal address

Suburb  State  Postcode

Telephone (home)  –  Fax  –

*Part B: Nomination of dependants:* (A dependant is a spouse, child, person in an interdependency relationship. Please refer to page 34 of the PDS for details on who can be a financial dependant)

I nominate the following as my dependant(s) to receive benefits on my death. I acknowledge that the Trustee is not bound by this nomination but will take it into account when paying out the Death Benefit (see page 34). If I require the Trustees to be bound by my nomination I will complete the form contained on pages 76 to 79.

*Person 1*

Name  % of benefit

Relationship to member  Date of birth  /  /

Address

Suburb  State  Postcode

Telephone (home)  –

*Person 2*

Name  % of benefit

Relationship to member  Date of birth  /  /

Address

Suburb  State  Postcode

Telephone (home)  –

*Note: You can revoke or change the nomination at any time prior to ceasing to be a member of the fund.*

*Part C: Declarations and acknowledgements to NULIS Nominees (Australia) Limited, Trustee of the Trust.*

- (a) I hereby apply to become a member of the Norwich Union Superannuation Trust
- (b) I am eligible to make superannuation contributions, or I am eligible to receive contributions made on my behalf (see page 42)
- (c) I will be bound by the Trust Deed governing the Trust as it may be varied from time to time
- (d) I will make a full disclosure in writing of any superannuation benefits which are to be transferred to the Trust to enable the Trustee to effectively administer all benefits secured on my behalf under the Trust
- (e) I will advise the Trustee in writing if the contribution information provided above changes
- (f) I am aware that in the event of a claim under a Aviva Protection – Flexible Recovery Money policy written in conjunction with this policy the amount of death and, if applicable, disability cover payable under this policy will be reduced by the amount of benefit actually paid under the Aviva Protection – Flexible Recovery Money contract.

Member’s signature  X Date  /  /

Superannuation  
Individual Tax File Number Notification  
via Fund Trustee or Employer

This form may only be used to pass on your tax file number to your superannuation fund.

(Please print neatly in block letters with a black or blue pen only).

Fund name

NORWICH UNION SUPERANNUATION TRUST

Fund address

509 ST KILDA ROAD  
MELBOURNE 3004

Fund telephone number

( 0 3 ) 9 8 2 9 8 9 8 9

Employer name (if applicable)

Telephone number

( )

Your surname/Family name

Given names

Date of birth / / Sex Male Female

Membership no/Policy no (if known)

My Tax File Number

Signature

Date / /

The Trustee is authorised to collect Tax File Numbers under the Superannuation Industry (Supervision) Act 1993. You do not have to provide your Tax File Number. Choosing not to provide it is not an offence, however if you do not provide your Tax File Number:

- you may pay more tax on your benefits than you have to (you can claim this back at the end of the financial year in your income tax return);
- it may be more difficult to locate or consolidate your superannuation benefits in the future when paying you any benefits you are entitled to; and
- you may become liable to pay the superannuation 'surcharge' on contributions made by your employer on your behalf, or by you (in some cases the 'surcharge' can be reclaimed through the Australian Taxation Office).

These consequences may change in the future.

If you provide your Tax File Number, the Trustee must safeguard it and only use it for lawful purposes, which currently include the following and may change in the future:

- calculating the tax on any benefit you may be entitled to;
- finding, identifying and consolidating your superannuation benefits where other information is insufficient;
- providing information to the Commissioner of Taxation; and
- in the future, providing it to another fund trustee or retirement saving account provider to whom your benefit is to be transferred (unless you instruct the Trustee in writing not to).

NOTE FOR PRINTER

This is a fold out perforated flap attached to page 65 and not a separate page.

The back of this flap should be printed green.

## NOTE FOR PRINTER

This is a the back of the fold out perforated flap attached to page 65 and not a separate page.

**Section 20 Superannuation – issued to another complying superannuation fund**

Please complete the following if the Aviva Protection – Life policy is to be owned by another complying fund (ie not the Norwich Union Superannuation Trust)

**Declaration**

To be signed by two directors or company secretary and one director in the case of a trustee Company, or by at least two of the individual trustees.

1. I am one of the trustees or an officer of the Trustee Company.
2. That the Fund is a complying superannuation fund and is operated in accordance with the requirements of the Superannuation Industry (Supervision) Act 1993 and Regulations. If your Fund is non complying, see page 34.
3. I undertake to promptly inform Norwich Union Life Australia Limited (“NULAL”) if the Fund ceases to be a complying superannuation fund or if the Life Insured ceases to be a member of the Fund.
4. The trustee is authorised by the Fund’s Deed to enter into insurance contracts providing life or disability cover.
5. There is nothing in the Fund’s Deed which conflicts with the provision of any of the benefits selected for this insurance policy.
6. I undertake to promptly inform NULAL if there is a change of trustee of the Fund.
7. I am aware that in the event of a claim under a Aviva Protection – Flexible Recovery Money policy written in conjunction with this policy the amount of death and, if applicable, disability cover payable under this policy will be reduced by the amount of benefit actually paid under the Aviva Protection – Flexible Recovery Money contract.

Name of Superannuation fund

APRA Regulated Fund  
Superannuation Fund Number (SFN)

**OR**  
ATO Regulated Fund  
Australian Business Number (ABN)

Postal address

Suburb  State  Postcode

Telephone  -

**Trustee Details**

**Use this section if the Trustee is a company**

I am a sole Director and the sole Secretary of this company Yes  No

**EXECUTED for and on behalf of**

**PTY LIMITED**



*Please affix company seal here if required by the Company’s Constitution*

Date  /  /

Signed   
Director

Title  Surname  Given name(s)

Signed   
Director/Secretary

Title  Surname  Given name(s)

**OR Individual Trustee**

Names (If more than 3 individuals, please attach further names. Note only two individual Trustees required to sign.)

**First Individual Trustee**

Title  Surname  Given name(s)

Signature  Date  /  /

**Second Individual Trustee**

Title  Surname  Given name(s)

Signature  Date  /  /

**Third Individual Trustee**

Title  Surname  Given name(s)

Signature  Date  /  /

Section 21 **Beneficiary Nomination Form/Third Party Interests** (Life and Recovery Money policies only)

**Ordinary business only**

I,  (the policy owner) nominate the undermentioned persons to receive any proceeds that may become payable under this policy as a result of the death or the occurrence of an insured event affecting the life insured.

	% of Death Benefit	% of TPD and/or Critical Illness Benefit
Title <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="text"/> Other <input type="text"/>		
Person 1 <input type="text"/> Date of birth <input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> %	<input type="text"/> %
Address <input type="text"/> <input type="text"/> State <input type="text"/> Postcode <input type="text"/>		
Contact Phone no <input type="text"/>		
Title <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="text"/> Other <input type="text"/>		
Person 2 <input type="text"/> Date of birth <input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> %	<input type="text"/> %
Address <input type="text"/> <input type="text"/> State <input type="text"/> Postcode <input type="text"/>		
Contact Phone no <input type="text"/>		
Title <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="text"/> Other <input type="text"/>		
Person 3 <input type="text"/> Date of birth <input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> %	<input type="text"/> %
Address <input type="text"/> <input type="text"/> State <input type="text"/> Postcode <input type="text"/>		
Contact Phone no <input type="text"/>		
<b>Total (Must equal 100%)</b>	<input type="text"/> %	<input type="text"/> %

**Notes**

Payment of benefits will be made on the basis of the latest nomination received by NULAL. If there is no nomination, or the nomination has been revoked, benefits will be paid to the policy owner (or their estate). The policy owner may vary the nomination at any time. If a nominated person pre-deceases the Life Insured and no replacement nomination has been received by NULAL, then that person's nominated account will be paid to the policyowner (or the policyowner's estate). Persons nominated should seek advice from their taxation adviser regarding the potential taxation implication of any benefit received. Uncertainties about Capital Gains Tax implications exist for TPD and Critical Illness Benefits if the recipient is other than the Life Insured or spouse or certain defined relatives.

5 Policyowner <b>A</b> signature	X	Date <input type="text"/> / <input type="text"/> / <input type="text"/>
Policyowner <b>B</b> signature (If applicable)	X	Date <input type="text"/> / <input type="text"/> / <input type="text"/>

Norwich Union Life Australia Limited  
ABN 34 006 783 295 AFSL number 241686

Head office and Registered Office  
509 St Kilda Road Melbourne Victoria 3004 GPO Box 2567W Melbourne Victoria 3001  
Telephone client support freecall on 1800 037 022 Fax 03 9820 1534  
[avivagroup.com.au](http://avivagroup.com.au)



Section 22

**Authority to release medical information** (to be completed in **ALL** cases)

Norwich Union Life Australia Limited ("NULAL") is considering my application for insurance and I hereby authorise any medical practitioner, hospital, clinic or other person (including any life insurance company or underwriter) to disclose to NULAL or any third party engaged by NULAL full details of my health and medical history. A photocopy of this Authority should be accepted as my personal authority.

Insured's full name \_\_\_\_\_ Date of birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

**S** Signature  \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Authority to release medical information** (to be completed in **ALL** cases)

Norwich Union Life Australia Limited ("NULAL") is considering my application for insurance and I hereby authorise any medical practitioner, hospital, clinic or other person (including any life insurance company or underwriter) to disclose to NULAL or any third party engaged by NULAL full details of my health and medical history. A photocopy of this Authority should be accepted as my personal authority.

Insured's full name \_\_\_\_\_ Date of birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

**S** Signature  \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Section 23 **Premium Receipt**

**Deposit premium receipt**

Received from

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Total amount \$ \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_

For Norwich Union Life Australia Limited by \_\_\_\_\_  
\_\_\_\_\_

Norwich Union Life Australia Limited shall be on risk when the following conditions have been met.

**Conditions**

1. Payment of the first premium is received in full.
  2. Norwich Union Life Australia Limited notifies the Policyowner that the Application is accepted.
  3. If after signing the Application, but before the Policy is issued, the proposed Insured suffers any illness or injury or is refused life or disability insurance by another Insurer, Norwich Union Life Australia Limited is to be notified whereupon it will then confirm to the Policyowner the terms on which it will consider the risk.
  4. This receipt is not valid unless signed by an Adviser, Broker or Employee of Norwich Union Life Australia Limited and unless the remittance, if made by cheque (payable to Aviva), is honoured on the first presentation. This receipt is to be issued only if payment is made at the time of signing the Proposal, otherwise it must not be detached.
- If you are not contacted regarding the proposed Insurance within 30 days, please notify Norwich Union Life Australia Limited at its Head Office, 509 St Kilda Road, Melbourne 3004, giving the name of the Adviser, Broker or Employee, date and amount paid.

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Section 25 **Declaration**

**I/We acknowledge that I/We have received, read and had explained to me a current Aviva Protectionfirst Product Disclosure Statement. I/We acknowledge that a Financial Services Guide and a Statement of Advice was provided to me/us by my/our adviser.**

**Declaration and agreement**

I/We, the person(s) proposed for the Insurance, declare that the statements concerning myself contained in this Application and in any Personal Statement subsequently signed by me are true and I/we hereby agree that any medical practitioner who has been, or who may hereafter be, consulted by me shall be and is authorised and directed by me to divulge at any time to Norwich Union Life Australia Limited, or to any legal tribunal, any information he/she may have acquired with regard to myself, and I expressly waive all professional confidence and provisions of law as to privilege or otherwise forbidding disclosure of such information.

I/We, the Policyowner, declare that all the answers to the questions and statements concerning the Life or Lives to be Insured, or myself, made in this form and any attachments are true and complete and details have been provided of all circumstances which might affect the risk of any insurance on the Life or Lives to be Insured.

I/We have read the duty of disclosure and the statement on non-disclosure set out on the front of this Application and I/We understand the contents. I/We understand that the information contained in this Application is relied upon by Norwich Union Life Australia Limited in assessing the risk and the insurance.

I/We understand that if, after signing this Application and before the policy is issued, the Life to be Insured suffers any illness or injury or is refused life or disability insurance by another insurer, the duty of disclosure extends to notification to Norwich Union Life Australia Limited whereupon it will confirm to the Policyowner the terms upon which this application will be considered.

**I/we hereby warrant receipt of the Aviva Protectionfirst Product Disclosure Statement from which this application was taken, and expressly confirm that I/we have received a premium quotation in respect of the insurance product that I/we am applying for.**

Life to be Insured to sign and date:

Policyowner (if Ordinary business only and different from Life to be insured) to sign and date

X

X

Date  /  /

Date  /  /

Norwich Union Life Australia Limited ABN 34 006 783 295 AFSL number 241686

NULIS Nominees (Australia) Limited ABN 80 008 515 633 AFSL number 236465

**Privacy authorisation**

I/we have read and understood the section on page 43 to 44 of the PDS titled "Privacy Statement" and consent to:

- (a) the use, collection and disclosure of personal information of the Life / Lives to be Insured for all purposes and uses described within that section; and
- (b) you disclosing to and discussing with my financial adviser any matter relevant to the assessment of this insurance proposal including financial, medical and other matters, whether disclosed in this application, obtained from third parties (eg doctors, accountants) or otherwise discovered as part of the assessment process.

Signature

Date  /  /

**OR**

I/we have read and understood the section on page 43 to 44 of the PDS titled "Privacy Statement" and consent to:

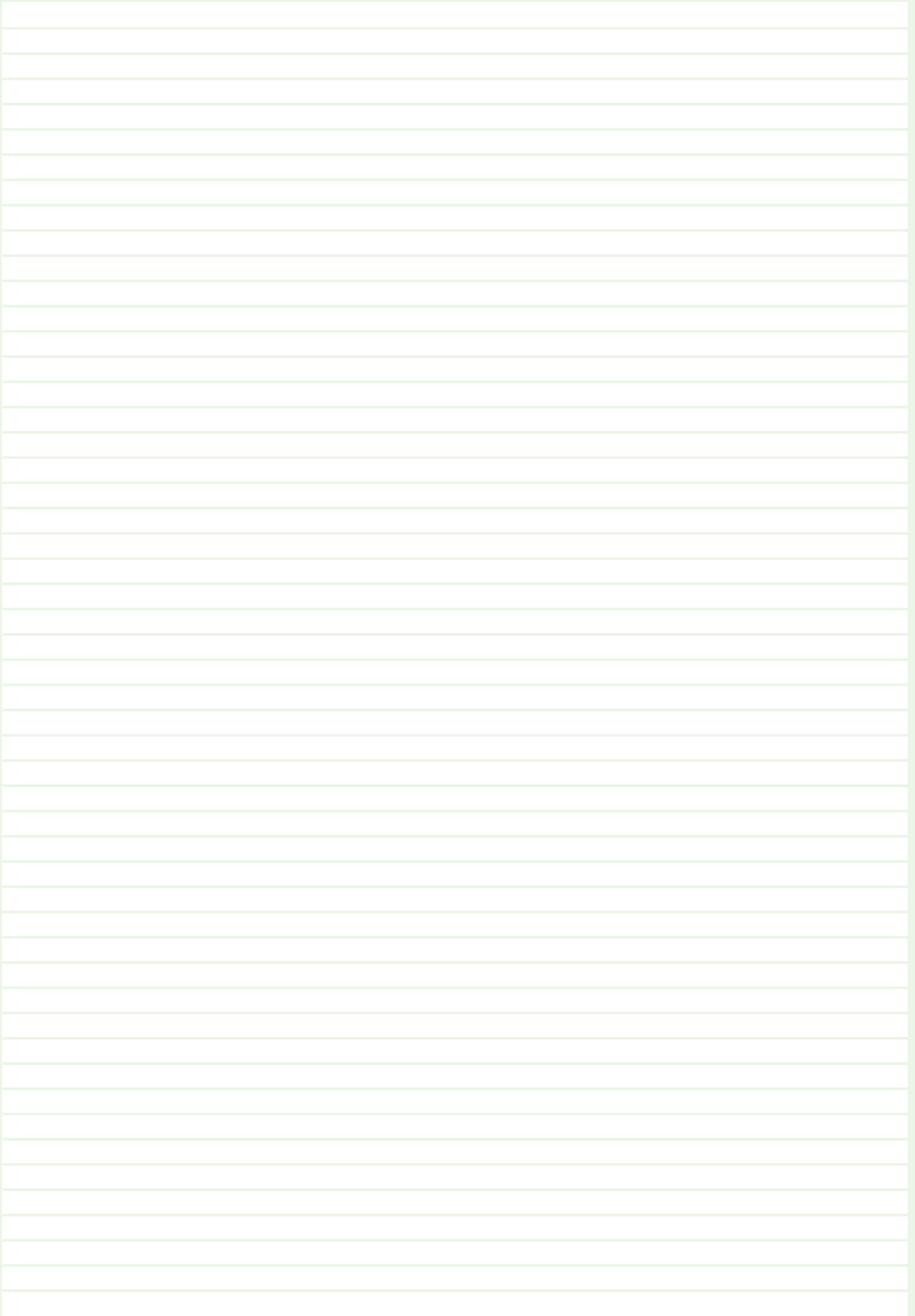
- (a) the use, collection and disclosure of personal information of the Life / Lives to be Insured for all purposes and uses described within that section; and
- (b) you disclosing to and discussing with my financial adviser for the purposes of the assessment of this insurance proposal only those matters disclosed on this application.

Signature

Date  /  /

Sign whichever is applicable





# Norwich Union Superannuation Trust

## Binding Death Benefit Nomination Form

(Please print neatly in **BLOCK LETTERS** with a black or blue pen only).

**This form is only to be completed if you wish to apply for a nomination that is binding on the Trustees of the Norwich Union Superannuation Trust.**

### This nomination is in respect of the following product:

Aviva Protection – Life

**Note:** For Aviva Protection – Flexible Recovery Money clients, please nominate the associated Aviva Protection – Life. For an existing policy or plan, please show the policy number or plan and member number.

Member/Policy Number

Title  Surname

Given Names

Address

State  Postcode

Date of birth  /  /  Sex: Male  Female

### Type of Nomination

New  Amending  Revoking  (Please tick ✓)

### Beneficiaries for Death Benefits

Please complete the details required for your nominated beneficiaries, and select from the following list to indicate their current relationship to you:

- Spouse (includes de facto spouse)
- Child
- Interdependency Relationship
- Other person financially dependent on you
- Legal Personal Representative

Important: "Spouse" does not include a same sex partner or former partner. "Child" includes an adopted child, step child or an ex-nuptial child. "Interdependency relationship" as defined on page 34.

1. Full Name of Beneficiary

Relationship to Member\*

Address

State  Postcode

Date of Birth  /  /



Full Name of Beneficiary

2.

Relationship to Member\*

Address

State  Postcode

Date of Birth

/  /

Full Name of Beneficiary

3.

Relationship to Member\*

Address

State  Postcode

Date of Birth

/  /

Full Name of Beneficiary

4.

Relationship to Member\*

Address

State  Postcode

Date of Birth

/  /

Full Name of Beneficiary

5.

Relationship to Member\*

Address

State  Postcode

Date of Birth

/  /

\*If you are nominating a person who is financially dependent on you, state "financial dependant" or, if your legal personal representative, state "legal personal representative" when completing the details under "Relationship to Member".

## Death Benefit Allocation

Please specify your required benefit allocation, and **ensure** the total allocation adds up to 100%. Please also specify for each beneficiary, the % of their benefit which is to be paid as a lump sum or as an allocated pension, and ensure this adds up to 100%. If you have nominated your legal personal representative, the benefit **must** be paid as a lump sum.

Beneficiary (Name in full)	Total Allocation (%)	Amount as Lump Sum (%)	Amount as Pension (%)	
<i>Example: John Smith</i>	50%	80%	20%	100%
Mary Smith	50%	100%	—	100%
				100%
				100%
				100%
				100%
				100%
				100%
	<b>100%</b>			

### Supplementary Instruction to Trustee (optional)

If, at the time of my death, the lump sum benefit from my personalised strategy exceeds the Pension RBL, please:

Apply the table as specified

Adjust lump sum benefits proportionately to total the Pension RBL and provide the balance of the benefit proportionately amounts as pensions for the nominated beneficiaries.

# Declaration

I am a member or have applied to become a member of the Norwich Union Superannuation Trust. This Binding Nomination and benefit allocation applies only to the NULAL policy/interest to which this application form relates.

I understand that if this nomination is valid at the time of my death, the Trustee must pay the benefit as directed, regardless of any change in my personal circumstances or that of my beneficiary (except where they cease to be eligible to receive the benefits).

I understand that this form will become invalid and have no effect:

- on the expiry of 3 years after the date of the signature;
- on the termination of the policy/interest to which this nomination relates;
- on my ceasing to be a member of the Norwich Union Superannuation Trust;
- in any circumstances stated in this form;
- in such other circumstances as are stated in the notes attached to this form.

I understand that I should review this nomination regularly, or as my circumstances change (eg. new marriage, birth of a child).

By completing this form, you understand that any personal information we may collect about you in the course of our business may be used and disclosed as outlined in our Privacy Policy. Our Policy, which is designed to protect your interests and is consistent with the requirements of the Privacy Act, can be obtained through our website, [avivagroup.com.au](http://avivagroup.com.au), or by writing directly to us, at GPO Box 2567W, Melbourne Victoria (Attention: Privacy Officer).

### DO NOT SIGN UNLESS YOU HAVE TWO ADULT WITNESSES PRESENT

Your signature

Date  /  /

Please print your full name

*Two adult witnesses must sign and date this form at the same time as you have signed – but neither must be nominated as a beneficiary.*

By witnessing this binding nomination I declare that I am over the age of eighteen years and witnessed the signing of this document by the investor whose signature appears above.

#### Witness 1

Signature

Date  /  /  **This date must be the same as above.**

Print name

Print address

#### Witness 2

Signature

Date  /  /  **This date must be the same as above.**

Print name

Print address

Please return this form to:  
Norwich Union Life Australia Ltd  
GPO Box 2567W  
Melbourne VIC 3001

This page has been left blank intentionally

