This is an electronic version of the Product Disclosure Statement. Applications for MLC Personal Protection Portfolio may only be made by persons receiving this electronic document within Australia. Should you require a printed version of this PDS, please contact MLC Protection Services on 133 442 and one will be forwarded to you without charge.

# MLC Personal Protection Portfolio

PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement was prepared by:

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MEC - Invariance Company of the Year

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### Postal Address

MLC Limited ('MLC')

Issuer

PO Box 200 North Sydney NSW 2059 **Client Enquiries** 

133 442

#### **Important Information**

- This Product Disclosure Statement (PDS) gives important information about MLC Personal Protection Portfolio, which is current until the date it is replaced by Issue Number 2 and must not be used after that date.
- The MLC Personal Protection Portfolio policy document contains the full legal terms of the insurance we will provide.
- References to we, us, our or MLC should be read as referring to MLC Limited in its capacity as insurer.
- References to you or your assumes that you are both the policy owner and the life insured.
- The benefits available under any MLC Personal Protection Portfolio are issued out of MLC's No. 1 Statutory Fund.
- An MLC Personal Protection Portfolio policy does not represent a deposit with or liability of National Australia Bank Limited or any other member of the National Group of companies (other than a liability of MLC Limited as insurer).
- Neither National Australia Bank Limited, nor any other member of the National Group of companies (other than MLC Limited as insurer) guarantees or accepts liability in respect of the MLC Personal Protection Portfolio.
- This PDS does not constitute and should not be construed as an offer, invitation or recommendation by MLC to apply for life insurance in any state, country or jurisdiction other than Australia.
- We will, on request and without charge, during the currency of the offer contained in this PDS, send a copy of the paper version of this document to a person in Australia who is eligible to apply for the product on offer.
- Any advice in this PDS has been prepared without taking account of your objectives, financial situation or needs. Because of this, you should, before acting on any advice in this PDS, consider whether it is appropriate to your objectives, financial situation and needs.
- Applications for MLC Personal Protection Portfolio will only be accepted on an application form accompanying or attached to this PDS.
- Information in this PDS may change from time to time. This information will be updated and made available to you at mlc.com.au. Alternatively, you can request a paper copy of this information and it will be made available to you free of charge, by writing to one of the addresses appearing on the back cover of this PDS. We will notify you if there is a material adverse change to the information contained in this PDS.
- This life insurance is designed purely for protection and is not a savings plan. Unlike some other types of life insurance which have investment or savings components, it will never have a surrender or cash value.

#### What this portfolio does

You cannot control the inevitable risks in life but you can control how you prepare for them. The trauma of death, accident or illness can be devastating for you, your family or your business. But often the after effects are also severe; working out how to provide for your family, pay for long term care or keep your business afloat.

MLC Personal Protection Portfolio is designed to help you soften the financial blow dealt by these difficulties. It gives you flexibility in deciding what risks you want to cover and how much insurance to take out for each. And it offers the convenience of having all of your cover under one policy.

#### How this policy works

If you take out a policy, you will be the 'policy owner' – you will pay the premiums which buy the benefits. There can be more than one policy owner for any one policy. For example, you and your spouse may own one policy.

The policy must generally be owned by the life insured when income protection insurance is included.

The policy will cover a 'life insured'. MLC can insure up to six lives under the one policy. Each life insured may have different amounts and types of insurance under the one policy. Insurance cover can end on a different date for each type of insurance and for each life insured. Benefits for each life insured are separate and the terms of the policy will apply separately to each life insured.

If a claimable event happens to a life insured, then MLC will pay the corresponding benefit. These benefits are detailed in each benefit section of this PDS.

While we are considering your application, any premium paid stays in a trust account until your application is accepted or refunded if rejected. Any interest earned on monies in the trust account will be retained by MLC.

If you are also applying for a product issued by MLC Nominees Pty Limited, you should provide MLC Nominees Pty Limited with a cheque made payable to it for that product in accordance the Product Disclosure Statement for that product. However, if we receive a cheque made payable to MLC Limited that covers both your application for MLC Personal Protection Portfolio and your application for a product issued by MLC Nominees Pty Limited, you instruct us as your agent to either return the cheque or deposit it in the above trust account and then to pay the amount for the other product to MLC Nominees Pty Limited.

#### Premiums

You can pay premiums monthly (by direct debit or credit card), half-yearly or yearly. Premiums must be paid in advance.

The amount of the premium will differ according to individual circumstances, including but not limited to the amount of the benefit that you select, your age at policy commencement, sex, occupation, smoking status, medical history, lifestyle and leisure activities. The minimum insurance cover you can select is \$25,000 for each type of insurance except for Income Protection and Business Expenses where you can select a minimum of \$500 a month. Your initial premium will be stated in the schedule which accompanies your policy document.

There is a minimum initial premium payment per life insured (excluding policy fee) as follows:

- yearly: \$250
- half-yearly: \$130
- monthly: \$20

If a premium is not paid within 30 days after MLC gives notice it is due to be paid, you will not be covered and the policy will be cancelled. We will send you a notice before the policy is cancelled.

We may change one or more components of our premium rates for the life insured's risk classification at any time but:

- we will notify you before we change your premiums;
- we will only change your premiums as at the review date (the date on which we review your benefits and premiums each year) following any change; and
- we will not single you out for a change in premiums.

Tables of premium rates for each type of insurance are available upon request.

#### **Benefits**

#### What benefits are available?

The MLC Personal Protection Portfolio is made up of the following types of insurance (more detail is available in each benefit section of this PDS. You can tailor the insurance options that suit your needs and budget within the one package.

TYPE OF INSURANCE	RISK COVERED	BENEFIT
Under this insurance	If this happens to a life insured #	We pay this benefit
LIFE COVER PLUS	Death	An agreed lump sum
(Guaranteed renewable up to age 100 for stepped	Terminal illness	The agreed lump sum (max. \$2 million)
premium or decreasing cover. If level premium is chosen there is an option to continue beyond age 65)	Accidental injury	Part or all of the agreed lump sum
LIFE COVER STANDARD (Guaranteed renewable up to age 100 for stepped premium or decreasing cover. If level premium is	Death Terminal illness	An agreed lump sum The agreed lump sum (max. \$2 million)
chosen there is an option to continue beyond age 65) OPTIONS with LIFE COVER		
Total and Permanent Disability (TPD)		
Total and Permanent Disability (up to age 65)	Permanent disability – cannot work	An agreed lump sum
Loss of Independence (over age 65)	Permanent incapacity – cannot perform activities of daily living	An agreed lump sum (max. \$500,000)
Terminal Illness Support	Terminal illness	An agreed lump sum (up to max. \$250,000 d 50% of Life Cover benefit, whichever is less
Critical Illness Plus (Guaranteed renewable up to age 75)	Certain defined critical conditions	An agreed lump sum
Critical Illness Standard (Renewable up to age 75 but subject to changes)	Certain defined critical conditions	An agreed lump sum
Buy back options	After you receive your full benefit under either TPD or Critical Illness	You can then restore your life cover to its original amount (for death risk only)
CRITICAL ILLNESS PLUS		, , , , , , , , , , , , , , , , , , ,
<b>as a stand alone cover</b> (Guaranteed renewable up to age 75)	Certain defined critical conditions	An agreed lump sum
INCOME PROTECTION PLUS Professional, clerical and general occupations (Guaranteed renewable up to age 65)	Temporary disability – cannot work	An agreed monthly benefit to replace lost income
Special risk occupations (Not guaranteed renewable up to age 65)	Temporary disability – cannot work	An agreed monthly benefit to replace lost income
OPTION with INCOME PROTECTION PLUS Extra benefits option	Extra benefits package	Additional benefits for extra premium
INCOME PROTECTION STANDARD Professional, clerical and general occupations (Guaranteed renewable up to age 65)	Temporary disability – cannot work	A monthly benefit to replace lost income
Special risk occupations (Not guaranteed renewable up to age 65)	Temporary disability – cannot work	A monthly benefit to replace lost income
<b>BUSINESS EXPENSES</b> (Guaranteed renewable up to age 65)	Temporary disability – cannot work	Reimbursement of business costs, up to an agreed monthly benefit (for self-employed and small partnerships)
<b>PREMIUM WAIVER</b> (Guaranteed renewable up to age 65)	Disability – cannot work – or retrenchment	Waives your insurance premiums while disabled or when retrenched

\* Definitions apply to most of these events. You must satisfy the conditions in those definitions before a benefit becomes payable.

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### Can you still renew your policy if you make a claim or your health changes?

Generally, MLC will renew your policy (as long as you continue to pay the premiums), even if you make claims or your health worsens.

The only exception to this undertaking to renew is for special risk occupations, when you take income protection insurance. We do not renew this insurance automatically; instead, we assess whether we can renew the cover on a case by case basis.

If you choose **Critical Illness Standard**, we will renew your policy subject to changes in the critical illness conditions (see page 19 for details).

#### What do we exclude?

Exclusions for these benefits (other than life cover) include intentional self-inflicted injury or attempted suicide and pre-existing conditions.

Pre-existing conditions mean any injury that occurs, or sickness that first appears, before your policy commences or whilst your policy is lapsed. Your policy will not exclude:

- a) any pre-existing conditions disclosed to us and agreed for cover by us prior to policy issue or reinstatement; or
- b) any pre-existing condition not disclosed to us which would not have altered our decision to issue or reinstate your policy.

For life cover, we do not pay if you commit suicide in the first 13 months after this type of insurance begins or is last reinstated.

For income protection, business expenses insurance or premium waiver insurance, extra exclusions apply for war or warlike operations and normal and uncomplicated pregnancy or childbirth. If you choose **Income Protection Standard**, extra exclusions apply for chronic fatigue syndrome or fibromyalgia and for disability resulting from mental disorders, alcohol, drug or chemical abuse or dependency *unless under supervision*.

The actual exclusions which apply vary according to the type of benefit. Details of the exclusions are provided in each benefit section of this PDS. The full details of exclusions are set out in the policy document.

#### Selecting a benefit and premium structure

For certain insurance benefits you can choose to have benefits and premiums for each insurance under your policy structured in one of three ways: • Stepped premium

Your benefit stays the same, while the premiums vary each year depending on the age of those insured and our premium rates at the time, subject always to any inflation linked option variations and other increases to the level of benefits.

• Decreasing cover (not available for income protection or business expenses)

Your premium stays the same each year, while your benefit varies each year depending on the age of those insured and our premium rates at the time, subject always to any increases to the level of benefits.

• Level premium

Your benefit stays the same and your premiums will only vary if we change our premium rates, subject always to any inflation linked option variations and other increases to the level of benefits.

#### Inflation linked option

Because inflation is always a concern, we have included automatic benefit increases. This means that each year your benefits can increase in line with the rise in the Consumer Price Index (CPI).

All you have to do to accept the increase is pay the corresponding additional premium (which will vary depending on the increased benefit and your age). The increase is available regardless of any claims you make on your policy, or any changes in the health of those insured. The increase will be applied on the review date on or after 1 October each year. However, you may decline the increase by notifying us, and we will not increase your benefits or premiums according to inflation for that year.

Conditions apply as follows:

- We will not increase your benefits through indexation for any life insured once benefits for that life insured under all current MLC policies reach a total of \$3 million or more.
- For life cover, total and permanent disability and critical illness benefits, the minimum increase will be the increase in the CPI or 3%, whichever is higher.
- For income protection and business expenses benefits, the maximum indexation increase will be the increase in the CPI or 10%, whichever is lower.

The Inflation linked option is not available for Terminal Illness Support insurance or if you choose decreasing cover.

#### What are the charges?

All the charges of the policy (other than the premium) are fully described in this section. MLC undertakes not to apply any other charges without your specific consent.

The current policy fee, payable at the same time as your premium, is as follows:

- yearly: \$62.66
- half-yearly: \$32.59 (i.e. \$65.18 p.a.)
- monthly: \$5.59 (i.e. \$67.08 p.a.)

The policy fee will increase every year in line with the rise in the Consumer Price Index. The increase will be applied on the review date on or after 1 October each year.

We reserve the right to recover from you, the cost of any duty, tax or excise or other charge of the Commonwealth or of any other State or Territory Government, as they may apply to the policy from time to time.

All MLC's products are input-taxed which means there is no GST payable by you on the policy premium.

#### What will your Financial Adviser receive?

Where a Financial Adviser provides advice on this product, he/she may receive payment (remuneration) if you decide to proceed. The adviser and/or the organisation they represent meet their expenses from this remuneration and rely on it for income.

All payments to Financial Advisers by MLC are made from the premium paid by you for the product and are not an additional expense. A Financial Adviser may, however, charge a fee for service directly to you.

The Financial Adviser is required to provide you with a Statement of Advice detailing the remuneration he/she will receive based on their recommendations to you.

#### **Taxation**

This section gives a brief summary of the way MLC Personal Protection Portfolio is treated for tax purposes as at 1 July 2003. The information is of a general nature only, and we recommend that you seek professional advice regarding your own taxation position. In addition, you can obtain information from the Australian Taxation Office at www.ato.gov.au.

#### **Life Cover**

If you are the original policy owner and this type of insurance is taken out for non-business purposes, the premium is not tax deductible but the benefit is tax free whether paid to you or a nominated beneficiary.

Where this insurance is taken out by a business on the life of a key employee to protect against revenue losses, the premium is tax deductible and the benefit is assessable as income to the business.

### Total and Permanent Disability, Terminal Illness Support and Critical Illness

If you take out this type of insurance over yourself, your spouse or a qualifying relative (for nonbusiness purposes), the premium is not tax deductible but the benefit is tax free in your hands.

If you take this insurance over anyone else for nonbusiness purposes, the premium is not tax deductible but a taxable capital gain may arise when a benefit is paid to you.

Where this insurance is taken out for business purposes over a key employee to protect against a revenue loss, the premium is tax deductible and any benefit would be assessable. Insurance taken out for business purposes in other circumstances may result in the premium not being tax deductible and a benefit giving rise to a capital gain when paid.

#### **Financial Planning Benefit**

The Financial Planning Benefit (as discussed on page 11 and elsewhere) should generally not give rise to a tax benefit where the underlying insurance is for non business purposes. However, you should take tax advice specific to your own circumstances (particularly where the underlying insurance is for business purposes) should you take up this benefit.

#### **Income Protection and Business Expenses**

Whether you are self-employed or an employee, the premium is tax deductible and the benefit is assessable as income.

#### Occupational HIV, Hepatitis B or C lump sum benefit

If you take out this type of insurance over you, your spouse or a qualifying relative (for non-business purposes), the premium is not tax deductible but the benefit is tax free in your hands.

If you take out this insurance over anyone else for non-business purposes, the premium is not tax deductible but a taxable capital gain may arise when a benefit is paid to you.

Where this insurance is taken out for business purposes over a key employee to protect against a revenue loss, the premium is tax deductible and any benefit would be assessable. Insurance taken out for business purposes in other circumstances may result in the premium not being tax deductible and a benefit giving rise to a capital gain when paid.

#### **Premium Waiver**

Where your policy covers a number of benefits and the premiums for those other benefits are deductible, the cost of this cover may also be deductible. If only part of your other premiums are deductible, then only an appropriate part of the cost of this cover may be deductible. Where your other premiums are not deductible, the cost of this cover will not be deductible.

#### **Policy Fee**

Where your policy covers a number of benefits and the premiums for those other benefits are deductible, the policy fee is also deductible. If only part of your other premiums are deductible, then only an appropriate part of the policy fee will be deductible. Where your other premiums are not deductible, the policy fee will not be deductible.

#### **Cooling-off period**

If you apply for insurance and are accepted, MLC will post you a policy document that, together with the schedule, confirms the details of the cover provided.

You should read your policy document and schedule carefully to ensure it meets your needs.

If you decide that the whole policy, or one or more individual types of insurance in it, does not meet your needs, you can request the cancellation of the whole policy or a part of it, (as long as you notify *MLC in writing within 14 days of the commencement of the cooling-off period*). This cooling-off period commences upon the receipt of the policy or the end of the 5th day after the day the policy was issued to you, whichever occurs first. We will cancel all or part of the policy in accordance with any request notified to us within this time.

If we cancel this policy completely at your request, within the cooling-off period, we will return all the money paid to us under the policy (other than any government fees or charges that apply) to you.

If we cancel any individual type of insurance provided by the policy at your request, within the cooling-off period, we will return the money paid to us that relates to the individual type of insurance that is cancelled (other than any government fees or charges that apply) to you. The remaining types of insurance will continue unchanged.

#### Information on your policy

#### When does your insurance start?

While we are assessing your application, you will be covered under the terms of the interim accident insurance detailed on the inside back cover of this PDS.

If we approve your application, we will send you a policy document along with a letter of confirmation. The schedule attached to your policy document outlines the specific insurances that apply to you. All the terms of your insurance are effective from the policy start date printed on your schedule. *You should read your policy document and schedule carefully to ensure it meets your needs*.

You should treat your policy as you would any other important document, such as a passport. You will need your policy to make a claim, so put it in a secure, accessible place. We suggest you also keep your copy of this PDS with your policy document.

#### When does your policy end?

Your policy will end when all types of insurance on all lives insured have ended and any benefits owed to you have been paid. Each type of insurance for each life insured can end independently of the other types. Information on when each type of insurance ends is provided in each benefit section of this PDS.

If a premium is not paid within 30 days after MLC gives notice it is due to be paid, you will not be covered and the policy will be cancelled. MLC will send you a notice before the policy is cancelled.

If the policy lapses, you can apply to have it reinstated (putting it back in force), up to 6 months later on terms we set.

These minimum conditions apply:

- Your policy is not reinstated until we approve the reinstatement.
- Payment of overdue premium amounts does not automatically reinstate the policy.
- If we do not reinstate, we will refund any premium amounts sent to us after the policy lapsed.

#### Guarantee of upgrade

Whenever we improve the benefits of a type of insurance you have chosen as part of MLC Personal Protection Portfolio, we will add those improvements to your policy. The improvements will apply only to future claims and not to past or current claims or any claims resulting from health conditions or events which began or took place before the effective date of the improvements.

We will notify you of the effective date of any improvements to your policy.

#### What if you have questions?

You are welcome to call or write to us at any time about your MLC policy. In most cases you can have the question answered by:

- contacting your Financial Adviser (a phone call should resolve most questions)
- telephoning MLC Protection Services on one of the numbers appearing on the back cover of this PDS
- writing to us at one of the addresses appearing on the back cover of this PDS.

MLC will respond within 20 working days of receipt of your enquiry. If there is anything that may prevent this from happening, MLC will notify you.

#### What if you have a complaint?

In most cases we can deal with your complaint over the phone. You can speak to a customer service consultant by calling us on one of the numbers appearing on the back cover of this PDS. If we cannot resolve your complaint over the phone, MLC has formal procedures for dealing with complaints and you will need to write to us. Your correspondence should be marked "Notice of Complaint" and addressed to:

The Manager MLC Service and Solutions PO Box 200 North Sydney NSW 2059

We will make every effort to resolve your complaint as quickly as possible. If there is anything that may prevent this from happening, we will notify you.

### Who is the independent body that can help to resolve a dispute?

If your complaint has not been resolved within 45 days, or if you are dissatisfied with our decision, you may seek assistance from an independent complaints resolution scheme, the Financial Industry Complaints Service (FICS). FICS was set up to provide free assistance to customers of the financial services industry. You can contact them at:

PO Box 579 Collins Street West Melbourne VIC 8007

Phone (03) 8623 2000 or local call 1300 780 808 Fax (03) 9621 2291 Email fics@fics.asn.au

#### What are some of the key risks?

#### Incorrect or Inadequate product

Whilst insurance benefits generally do help minimise economic loss, there is a risk that an insurance product you choose may not be suitable or adequate for your needs and it is possible that you or your family could be financially disadvantaged at claim time. To help prevent this you should read this PDS carefully. We also recommend you consult a Financial Adviser to thoroughly assess your needs so you choose a type and amount of insurance appropriate to your circumstances.

#### **Future Insurability**

It is prudent to consider your future insurance needs now because even if you are currently insurable there is the risk that may not be the case in the future.

#### **Replacing Insurance**

If you are replacing insurance, we recommend that you do not do so unless you are aware of the differences in cover between the existing and replacement policies and until the replacement insurance is in place. This is because there is a risk that the new insurance may not provide you with benefits that would have been available under your existing policy (including benefits for conditions which are considered as pre-existing under the replacement policy). There is also the risk that you may be without protection if the new insurance is not issued and your existing cover has lapsed or been cancelled. However, once replacement cover is in place, you must cancel your existing insurance if you said that you would, as this is the basis on which the replacement policy was issued.

# General Information about MLC and MLC Personal Protection Portfolio

#### **Applying for MLC Personal Protection Portfolio**

#### How do you arrange your insurance?

Your Financial Adviser (if any) will prepare a recommendation for you based on the financial needs which you identify.

To apply for MLC Personal Protection Portfolio, you must fill out an application form. You or your Financial Adviser will send this to us with your cheque, or fully completed direct debit request or credit card authority, for the first premium.

#### What you must tell us - 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.

You have the same duty to disclose those matters to the insurer before you extend, vary or reinstate a Contract of Life Insurance.

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

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his/her business, ought to know;
- for which your duty of compliance 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 three 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 three 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.

Your Duty of Disclosure continues until the Contract of Life Insurance has been accepted by the insurer and a policy is issued. It also applies if you seek to extend, vary or reinstate the Contract.

#### What happens next?

When we receive your application it will be assessed, taking into account your occupation, lifestyle, leisure activities and medical history.

Sometimes we may require additional information, and, if this is necessary, we will contact you for further details regarding the information you have provided in your application form. At a time convenient to you, one of our trained staff may telephone you to assess and process your application as quickly as possible. This call may be recorded as the information you provide may form part of the insurance contract.

In some instances, we may require additional medical information due to your personal or family medical history, or the amount of cover that you have requested. This may be in the form of a report from your usual doctor or specialist. You may be requested to undergo a medical examination or other test. If this is required, you will be notified and we will forward the appropriate forms, tests and examinations to you. All medical information requested during the assessment of your application will be paid for by MLC, unless advised otherwise. We may also need to write to your doctor for additional information (authorised by you).

In some cases you may not be eligible for the cover you request, or we may offer you insurance at a higher premium or with some types of claims excluded (for instance, if you have an existing health problem or participate in a hazardous sport).

For insurances such as Income Protection, Business Expenses or higher levels of Life, Critical Illness and Total and Permanent Disability cover, we may require financial information or evidence of your overall financial situation from you or your accountant. We will contact you if such information is required.

Please note if there is a change to any of the answers you gave on your application form before we have issued a policy (for instance, if you become ill or have an accident), you must let us know. If you do not, the insurance policy may not be valid. This also applies to applications to extend, vary or reinstate the policy.

#### **Need Help?**

Call your Financial Adviser, or MLC Protection Services 8am to 8pm (EST) any working day on one of the numbers appearing on the back cover of this PDS.

#### About MLC

MLC helps Australians to maintain their financial security, with a range of quality services to deal with life's events:

- insurance to help deal with the risks in life,
- investments designed to make the most of your future, and
- superannuation to plan for a comfortable retirement.

MLC was formed in 1886, when the Citizen's Life Assurance Company Ltd was incorporated in Sydney.

MLC is part of the National Group of companies.

#### MLC's claims philosophy

- We understand that a time of claim is a time of need and that the fulfilment of our contractual promises is not only in providing protection, but paying claims.
- We aim to make the claim process simple and convenient for policy owners and to treat them with respect and compassion.
- Whilst protecting the interests of all policy owners, we will assess claims promptly and fairly.
- We aim to maintain open and honest communication regarding issues of concern.
- We are committed to acting ethically and observing the principles of privacy and confidentiality.

#### Making a claim

It is important to report a claim as soon as possible. Different types of insurances may state different time limits. The policy document will generally specify the time limits to make a claim for each type of insurance. If not, you must make a claim within 6 months after the occurrence of the event entitling you to payment of a benefit. However, if you can show that it was impossible to meet a relevant time limit, claims may still be considered provided we receive the information we need as soon as possible. We will not consider a claim lodged more than one year after the occurrence of the event entitling you to payment of a benefit or if we have not received the proof we asked for within one year of requesting it. This limit does not apply if you were not legally capable of providing the information during that time.

Your claim must include proof of the occurrence of the relevant event and of your age. Different types of insurance may set out different claim requirements. We may ask for further proof if required. Proofs provided by you are at your cost. If we require a financial audit or medical examination by an adviser we appoint, we will pay for it.

The insurance must have been in force when the events leading to the claim occurred and (except for death claims because the policy terminates on death) when the claim is made.

If we don't accept the claim, we will state our reasons why.

#### **Direct Debit Request Service Agreement**

This Direct Debit Request ('DDR') Service Agreement is issued by MLC Limited, MLC Investments Limited and MLC Lifetime Company Limited ('MLC').

This Service Agreement and the DDR Schedule (included in the attached application form) contain the terms and conditions on which you authorise MLC to debit money from your account and the obligations of MLC and you under this Agreement. You should read through the Service Agreement and Schedule carefully to ensure you understand these terms and conditions before signing the Schedule. You should direct all enquiries about your direct debit to MLC Protection Services on one of the numbers appearing on the back of this PDS.

#### 1. Our commitment to you

MLC will give you at least 14 days notice in writing if there are changes to the terms of the drawing arrangements.

MLC will keep the details of your nominated financial institution account confidential, except where provided to MLC's financial institution or as it requires for the purposes of conducting direct debits with your financial institution.

Where the due date is not a business day, MLC will draw from your nominated financial institution account on the business day before or after the due date in accordance with the terms and conditions of your MLC policy.

#### 2. Your commitment to us

It is your responsibility to:

- Ensure your nominated account can accept direct debits.
- Ensure there are sufficient funds available in the nominated account to meet each drawing on the due date.

- Advise us if the nominated account is transferred or closed, or the account details change.
- Arrange an alternate payment method acceptable to MLC if MLC cancels the drawing arrangements.
- Ensure that all account holders on the nominated financial institution account sign the DDR Schedule.

#### 3. Your rights

You should contact MLC Protection Services on one of the numbers appearing on the back cover of this PDS, providing at least 7 days notice, if you wish to alter the drawing arrangements. This includes:

- stopping an individual drawing
- altering the Schedule
- deferring a drawing
- cancelling the Schedule
- suspending future drawings.

Where you consider that a drawing has been initiated incorrectly, you should firstly contact MLC Protection Services. If you are not satisfied with the response, please write to us. Your letter should be marked "Notice of Complaint" and addressed to:

The Manager MLC Service and Solutions PO Box 200 North Sydney NSW 2059

MLC will respond within 7 days of receiving your letter. MLC has formal procedures for dealing with a complaint.

#### 4. Other information

The details of your drawing arrangements are contained in the DDR Schedule.

MLC reserves the right to cancel drawing arrangements if drawings are dishonoured by your financial institution.

If your account dishonours, your financial institution may charge you a fee. MLC will not charge you for any dishonours.

Your drawing arrangements are also governed by the terms and conditions of your MLC policy.

### Life Cover

Often the policy owner and the life insured are the same person. In the interests of clarity, any reference to 'you' in this section assumes that you are both the policy owner and the life insured.

#### What is life cover?

You insure yourself for a particular amount. Then if you die whilst the policy is in force, we pay that amount to your nominated beneficiaries (see page 11 for further explanation about nominated beneficiaries). If you have no nominated beneficiaries, we will pay the amount to your estate unless we are legally required to pay the benefit to someone else. However, if the policy owner and the life insured are not the same person, or if there is more than one policy owner, the situation will be different. Please consult your Financial Adviser or the policy document for details. Or, if you contract a terminal illness whilst the policy is in force, we pay the relevant benefit to you.

We offer a choice of life cover insurance plans to suit your needs and budget:

- Life Cover Plus incorporating a broad range of benefits.
- Life Cover Standard limited cover for a lower premium.

#### FEATURES OF BOTH PLANS

- Cover for: death
  - terminal illness
- Availability of a financial planning benefit (see page 11)

#### **ADDITIONAL FEATURES OF LIFE COVER PLUS**

- Cover for accidental injury
- The flexibility to increase your life cover benefit in the future without further medical evidence

These additional features are described on pages 12 and 13.

#### **OPTIONS FOR BOTH PLANS** (at additional cost)

You can apply for the following:

- An option that provides for additional increases to your life cover benefit in the future without further medical evidence where this type of insurance is used for business purposes (see page 13)
- Additional cover for terminal illness support (see page 13)
- Cover for total and permanent disability and loss of independence (see pages 14 to 16)
- Cover for critical illness (see pages 17 to 24)

#### Life Cover plans at a glance...

Cover for	Life Cover Plus	Life Cover Standard
Death	~	~
Terminal illness	~	~
Financial planning benefit	~	~
Accidental injury	~	_
You may be able to increase the benefit without medical evidence		_

If you choose stepped premium or decreasing cover, you can apply for life cover between ages 10 and 69 inclusive. We ask you to give us a medical statement and, in most cases, we do not require a medical examination.

For an additional premium, you can also cover yourself against the risk of total and permanent disability and critical illness. You can also secure the right to buy back any part of your life cover benefit paid to you under these options. We have described these options in separate sections on pages 14 to 24.

If you choose level premium, you can apply for life cover between ages 15 and 54 inclusive. A continuation option is available with this premium structure that allows you to continue this type of insurance with new life cover insurance of the nearest equivalent available at the time, up to the same benefit amount, where it is claim free, beyond age 65, as long as you apply for the new insurance cover within 30 days of the termination date of the life cover. The new insurance will be issued with a stepped premium structure based on MLC's then current terms and conditions. Premiums will be calculated in line with MLC premium rates current at the time, and will take into account the benefit amount, your age and the premium and acceptance terms of this type of insurance.

#### What is terminal illness cover?

We define terminal illness as any illness that, in the opinion of an appropriate specialist physician approved by us, is likely to lead to your death within 12 months from the date we are told about it.

If you are diagnosed with a terminal illness whilst the policy is in force, we will pay your full life cover benefit, up to a maximum of \$2 million, no matter how many MLC policies cover you. If we pay less than your full life cover benefit under the policy, your life cover insurance will continue at a reduced benefit and premium.

If we pay you for a terminal illness, and you survive the 12 month period, you do not have to return the money to us.

#### We provide a financial planning benefit

When we pay a lump sum benefit of at least \$100,000 to a beneficiary under this type of insurance, we will reimburse the reasonable cost, up to \$2,000, of a fully documented financial plan prepared by a qualified Financial Adviser for the beneficiary.

Where there is more than one beneficiary of the lump sum benefit, the right to the above financial planning benefit will be divided equally between those beneficiaries who each receive a benefit of at least \$100,000.

The reimbursement:

- must be claimed by a beneficiary within 6 months of the date on which we pay the lump sum benefit; and
- will apply only once for each life insured in respect of all MLC policies covering that life insured.

We reserve the right to increase the minimum lump sum benefit amount of \$100,000 at our discretion. We will notify you when we increase the minimum lump sum benefit amount.

#### You may nominate a beneficiary

You may elect to have the life cover benefit paid to another person, who will become your *Nominated Beneficiary*. You may nominate up to 6 people to each receive a share of the life cover benefit in the proportions you nominate. Benefits paid for terminal illness and accidental injury will be paid to you.

You may vary your nomination at any time by applying in writing to, and being accepted by, MLC. The latest written nomination received and confirmed by MLC will apply. You may cancel a nomination at any time by writing to MLC.

The interest of a Nominated Beneficiary is purely personal and it cannot be sold or otherwise assigned or passed to their estate. The death of a Nominated Beneficiary before the life insured cancels the nomination.

If you assign the policy, any nomination will automatically be cancelled.

Nomination of a beneficiary is only available for any insurance taken out for non-business purposes. Generally, non-business purposes means the beneficiary does not pay an amount of money or other consideration to become nominated.

#### When does this type of insurance end?

Your insurance will continue until the earliest of the following:

- we pay your full life cover benefit
- you stop paying premiums
- you turn 100 for stepped premium or decreasing cover (65 for level premium)
- your death.

#### What do we exclude?

We will not pay the life cover benefit if you commit suicide within 13 months after this type of insurance began or was last reinstated. We will not pay the amount of any increase made to the life cover benefit in the 13 months before suicide.

#### **Additional features of Life Cover Plus**

The following benefits also apply if you choose Life Cover Plus:

#### Accidental injury cover

If you are unfortunate enough to have an accident whilst the policy is in force, and lose the use of *both* hands or *both* feet, or the sight in *both* eyes, or certain other losses detailed in the policy, we will pay your full life cover benefit. This is subject to a maximum payment of \$2 million, no matter how many MLC policies cover you.

Alternatively, if you lose the use of *one* hand or foot, or the sight in *one* eye, as the result of an accident whilst the policy is in force, we will pay you 25% of your life cover benefit. The most we will pay in these cases is \$500,000, no matter how many MLC policies cover you.

If we pay less than your full life cover benefit under this policy, your life cover insurance will be reduced by the amount paid and we will reduce the premiums payable in line with the reduced benefit.

The following conditions apply in both cases:

- any loss must be complete and permanent, be a direct result of an accident and must occur within 6 months of the accident
- we will not pay, or may pay a smaller amount, if you had already lost the use of one hand, foot or eye before this type of insurance began or was last reinstated
- we will not pay for any loss from war or warlike operations.

### You may increase the benefit without further medical evidence

Until the review date after you turn 55, you can apply to increase your life cover benefit *without further medical evidence*, in the following personal or business circumstances:

#### Personal events

If you get married, or you or your spouse adopt or give birth to a child (or children where applicable), you can apply to increase your life cover benefit by up to 25% of the original life cover benefit. The maximum increase for any one of these events is \$100,000.

If you take out or increase a Mortgage to buy or improve your home, you can also increase your life cover benefit. In this case, the maximum increase we allow is the lowest of the following:

- 50% of the original life cover benefit
- the value of the new Mortgage
- the value of the latest increase to the existing Mortgage
- \$200,000.

'Mortgage' means a loan secured by a first mortgage over your home.

Any increase must be approved by MLC.

#### **Business** events

If you are a *key person* in the business and your value to the business (as agreed by us) has increased since we last reviewed your benefits and premiums, you can increase your life cover benefit in proportion to the increase in your value to the business.

If your insurance forms part of a written *buy/sell*, *share purchase* or *business continuation* agreement under which you are a partner, shareholder or unit holder in the business, you can increase your life cover benefit in proportion to the increase in the net value of your financial interest in the business since we last reviewed your benefits and premiums.

For both key person and business continuation situations, the maximum increase is averaged over the last 3 years and is limited to 25% of your original life cover benefit, up to \$200,000. The total life cover cannot exceed the net value of your share in the business.

Conditions applying for personal and business events You can apply for only one increase for any event each year, but may apply as many times as the events occur over the period you have the policy, or until the review date after you turn 55, whichever occurs first.

The maximum you can increase your life cover benefit is the amount of the original life cover benefit or up to \$1 million, whichever is less. This limit applies to all MLC policies that cover you.

During the first 6 months after an increase for marriage or Mortgage, the additional benefit amount covers you for death by accident only.

Your premiums will rise in line with the increased benefits.

You can apply to increase your life cover benefit only if we originally insured you on standard terms. You must apply for the increase within 30 days of the event for personal events and within 30 days of the review date following the event for business events. However, you cannot apply to increase your life cover benefit at any time when a claim is made or entitled to be made.

#### **Business Safeguard Option**

Where this type of insurance is used for one of the following purposes:

- a buy/sell agreement (an agreement where your share of the business is purchased by any remaining partners when certain events occur eg. your death or disability),
- loan guarantee insurance, or
- key person insurance

and the value of your financial interest in the business, loan guarantee, or value of the key person to your business increases, then, until the review date after you turn 60, this option lets you increase your life cover benefit in the future without further medical evidence.

For an additional cost you can apply for this option between ages 18 and 54 inclusive for stepped premium (between ages 18 and 49 for level premium).

This option is not available where you choose decreasing cover.

#### Here's how much you can increase your benefit

Under this option, you can increase your life cover benefit to an amount three times the original life cover benefit, or up to \$10 million, whichever is lower.

The \$10 million maximum includes life cover from all sources covering you.

MLC will not increase your life cover benefit under this option to a total amount in excess of the:

- value of your financial interest in the business,
- loan guarantee, or
- value of the key person to the business.

If your original life cover benefit was less than 100% of the value of your financial interest in the business, loan guarantee, or value of the key person to the business, then your benefit can only be increased under this option to an equivalent percentage of the value of your financial interest in the business, loan guarantee, or the value of the key person to the business at the time of the application to increase the life cover benefit amount.

During the first 6 months after an increase for a loan guarantee, the additional benefit amount covers you for death by accident only.

#### **Conditions for Business Safeguard Option increases**

You can apply for the increase by providing a valuation of your business or valuation of the key person to your business (as provided by an independent qualified accountant or business valuer), or evidence of the loan guarantee, and any other contractual or financial evidence we may request, to satisfy us that the value of your financial interest is at least equal to the requested increased amount of cover. Any increase is subject to approval by us. Further details are set out in the policy.

Your premiums will rise in line with the increased benefits.

You must apply for the increase within 30 days either side of the review date. However, you cannot apply for an increase under this option at any time when a claim is made or entitled to be made under your life cover insurance.

If the Business Safeguard Option is not exercised on three consecutive review dates, it will be automatically cancelled, unless you can demonstrate to our satisfaction that financial evidence relating to the business and the purpose identified by you, in respect of that period, did not support an increase in the benefit.

#### **Terminal Illness Support**

You can apply to purchase this option as part of life cover.

Under this additional cost option, until the review date after you turn 65, if you are diagnosed with a terminal illness whilst the policy is in force, and live for 30 days after we are notified of the terminal illness, we will pay you a benefit, up to a maximum of \$250,000 or 50% of the life cover benefit, whichever is lesser. This payment is in addition to any life cover benefit paid due to terminal illness.

We define terminal illness under this insurance as an illness that, in the opinion of an appropriate specialist physician approved by us, is likely to lead to death within 12 months from the date we are told about it.

If we pay for a terminal illness, and you survive the 12 month period, you do not have to return the money to us.

You can apply for Terminal Illness Support insurance between ages 18 and 59 inclusive for stepped premium (between ages 18 and 54 inclusive for level premium). This option is not available where you choose decreasing cover.

Under this type of insurance, we do not cover any terminal illness arising from or connected with intentional self-inflicted injury or attempted suicide, or any injury that occurs, or sickness which first appears, before the policy began or whilst the policy is lapsed.

### **Total and Permanent Disability**

Often the policy owner and the life insured are the same person. In the interests of clarity, any reference to 'you' in this section assumes that you are both the policy owner and the life insured.

#### What does this cover?

For an extra premium you can add this type of insurance as part of either your Life Cover Plus or Life Cover Standard insurance plan. You can choose to have part or all of your life cover benefit paid if you become disabled or lose your independence in any way which meets the definitions set out in your policy.

We will pay for total and permanent disability (TPD) until the review date after you turn 65. After that date, we will pay for loss of independence.

#### **FEATURES**

- Cover for total and permanent disability and loss of independence
- Availability of a financial planning benefit

#### **OPTIONS (at additional cost)**

- You may be able to apply for an 'Own Occupation' definition for certain occupations (see pages 14 and 15)
- You can buy back your life cover benefit after a claim, if you have applied for this option (see page 16)
- An option that provides for additional increases to your TPD benefit in the future without further medical evidence where this type of insurance is used for business purposes (see page 16)

If you choose stepped premium or decreasing cover, you can apply between ages 15 and 59 inclusive.

If you choose level premium, you can apply between ages 15 and 49 inclusive. A continuation option is available with this premium structure that allows you to continue this type of insurance with new TPD insurance of the nearest equivalent available at the time, up to the same benefit amount, where it is claim free, as cover for loss of independence beyond age 65, as long as you apply for the continuation option within 30 days of the termination date of the TPD cover and your life cover continuation option is exercised at the same time. The new insurance will be issued with a stepped premium structure based on MLC's then current terms and conditions. Premiums will be calculated in line with MLC premium rates current at the time, and will take into account the benefit amount, your age and the premium and acceptance terms of this insurance.

The maximum benefit you can apply for is \$2 million.

#### We provide a financial planning benefit

When we pay a lump sum benefit of at least \$100,000 to a beneficiary under this type of insurance, we will reimburse the reasonable cost, up to \$2,000, of a fully documented financial plan prepared by a qualified Financial Adviser for the beneficiary.

Where there is more than one beneficiary of the lump sum benefit, the right to the above financial planning benefit will be divided equally between those beneficiaries who each receive a benefit of at least \$100,000.

The reimbursement:

- must be claimed by a beneficiary within 6 months of the date on which we pay the lump sum benefit; and
- will apply only once for each life insured in respect of all MLC policies covering that life insured.

We reserve the right to increase the minimum lump sum benefit amount of \$100,000 at our discretion. We will notify you when we increase the minimum lump sum benefit amount.

#### What is total and permanent disability?

#### 'Any Occupation' Definition

The definition varies according to your work.

#### If you are in paid employment<sup>#</sup>...

You are totally and permanently disabled if:

- you have a disability caused by injury or sickness,
- as a result, you are completely unable to work at your *usual* occupation, or at *any other* occupation which you are reasonably suited to by way of education, experience or training, and will never be able to do so again, *and*
- these circumstances have existed continuously for at least 6 months.

#### If you are a homemaker...

- You are totally and permanently disabled if:
- you have a disability caused by injury or sickness,
- as a result, you are completely unable to do *any* normal physical domestic duties, and will never be able to do so again, *and*
- these circumstances have existed continuously for at least 6 months.
- *" 'paid employment' also applies to you if you are self employed.*

#### **'Own Occupation' Definition**

If your occupation category is classified as AAA, ACT, ML or certain AA occupation categories (MLC

or your Financial Adviser will be able to tell you your occupation category – these categories include professional occupations such as accountants, doctors and solicitors), for an additional cost you can choose an 'Own Occupation' definition. The following definition of total and permanent disability will then apply.

The definition varies according to your work.

#### If you are in paid employment#...

You are totally and permanently disabled if:

- you have a disability caused by injury or sickness,
- in our opinion as a result, you are completely unable to work at your *own* occupation and will never be able to do so again, *and*
- these circumstances have existed, and you have not been working in any occupation, continuously for at least 6 months.

Your *own* occupation means your occupation when you applied for this type of insurance.

If you are not in paid employment<sup>#</sup> or are a homemaker... The 'Any Occupation' definition of total and permanent disability applies.

*\* 'paid employment' also applies to you if you are self employed.* 

#### What is loss of independence?

You have lost independence if, as a result of sickness or injury, you are permanently unable to do any 2 or more of the following groups of daily activities without physical help from someone else:

- bathing or showering
- dressing
- moving from place to place, in and out of bed, and in and out of a chair
- eating and drinking
- using the toilet.

Loss of independence also includes severe permanent cognitive impairment such that you need continuous supervision to protect yourself or other people.

The loss of independence circumstances must have existed continuously for at least 6 months.

#### When do we pay?

No claim may be made under this type of insurance until a condition meets all the terms of its definition. All conditions must be diagnosed by a doctor who is an appropriate specialist and confirmed by MLC's medical adviser.

#### Payment for total and permanent disability

If you become totally and permanently disabled whilst the policy is in force, at any time until the

review date after you turn 65, we will pay you your full total and permanent disability benefit.

#### Payment for loss of independence

If you lose your independence whilst the policy is in force, at any time beyond the next review date after you turn 65, we will pay you your full loss of independence benefit up to a maximum of \$500,000.

After you turn 75, we fix your premium and adjust your benefit each year according to your age and our premium rates at the time for this type of insurance.

#### When does this type of insurance end?

Your insurance will continue until the earliest of the following:

- we pay your full total and permanent disability or loss of independence benefit, or your full life cover benefit
- you stop paying premiums
- you turn 100 for stepped premium or decreasing cover (65 for level premium)
- your death.

# What happens to your life cover and terminal illness support insurance if you make a claim under the total and permanent disability option?

We will reduce your life cover benefit by the amount of any total and permanent disability or loss of independence benefit we pay you.

The terminal illness support benefit (if applicable) will also be reduced to the lesser of 50% of the subsequently reduced life cover benefit or \$250,000.

We will reduce your premiums in line with the lower benefit.

#### How does a claim for terminal illness or accidental injury affect the total and permanent disability benefit?

If we pay you some or all of your life cover benefit because of a terminal illness or an accidental injury, we will reduce your total and permanent disability or loss of independence benefit by the amount of life cover benefit paid. We will reduce your premium in line with the reduced life cover benefit.

#### What do we exclude?

We do not cover total and permanent disability or loss of independence arising from or connected with:

- intentional self-inflicted injury or attempted suicide, or
- any injury that occurs, or sickness that first appears, before the policy commenced or whilst the policy is lapsed.

## Option to buy back your life cover benefit after a claim

If you purchase the buy back option for total and permanent disability it will allow you to restore your life cover benefit one year after we have paid your full total and permanent disability or loss of independence benefit.

You can apply to increase your life cover benefit up to the original benefit amount. You must request the additional cover within 30 days after the one year waiting period ends.

The new cover will only apply to death, not to terminal illness or accidental injury. If you buy back your life cover benefit then the financial planning benefit can only be claimed once per life insured.

We will base the premium for the new cover on our normal life cover rates and your age at the time, taking into account the benefit amount, and any special conditions on your original cover.

This option is only available until the date we next review your benefits and premiums after you turn 75.

#### **Business Safeguard Option**

This option is only available with total and permanent disability (TPD), where you have also selected the Business Safeguard Option with Life Cover (see page 13).

Where this type of insurance is used for one of the following purposes:

- a buy/sell agreement (an agreement where your share of the business is purchased by any remaining partners when certain events occur eg. your death or disability),
- loan guarantee insurance, or
- key person insurance

and the value of your financial interest in the business, loan guarantee, or value of the key person to your business increases, then, until the review date after you turn 60, this option lets you increase your TPD benefit in the future without further medical evidence.

For an additional cost, you can apply for this option between ages 18 and 54 inclusive for stepped premium TPD (between ages 18 and 49 for level premium TPD).

This option is not available where you choose decreasing cover.

#### Here's how much you can increase your TPD benefit

Under this option, you can increase your TPD benefit to an amount three times the original TPD benefit, or up to \$2 million, whichever is lower. The \$2 million maximum includes TPD benefits from all sources covering you.

MLC will not increase your TPD benefit under this option to a total amount in excess of the:

- value of your financial interest in the business,
- loan guarantee, or
- value of the key person to the business.

If your original TPD benefit was less than 100% of the value of your financial interest in the business, loan guarantee or value of the key person to the business, then your benefit can only be increased under this option to an equivalent percentage of the value of the business, loan guarantee or the value of your financial interest in the key person to the business at the time of the application to increase the TPD benefit amount.

During the first 6 months after an increase for a loan guarantee, the additional benefit amount covers you for TPD by accident only.

#### **Conditions for Business Safeguard Option increases**

You can apply for the increase by providing a valuation of your business or valuation of the key person to your business (as provided by an independent qualified accountant or business valuer), or evidence of the loan guarantee, and any other contractual or financial evidence we may request, to satisfy us that the value of your financial interest is at least equal to the requested increased amount of cover. Any increase is subject to approval by us. Further details are set out in the policy.

The TPD benefit may not be increased to an amount in excess of your life cover benefit. To avoid this happening you must increase your life cover benefit. However, you do not have to increase your TPD benefit if you increase your life cover benefit.

Your premiums will rise in line with the increased benefits.

You must apply for the increase within 30 days either side of the review date. However, you cannot apply for an increase under this option at any time when a claim is made or entitled to be made under your TPD insurance.

If the Business Safeguard Option is not exercised on three consecutive review dates, it will be automatically cancelled, unless you can demonstrate to our satisfaction that financial evidence relating to the business and the purpose identified by you, in respect of that period, did not support an increase in the benefit.

### **Critical Illness**

Often the policy owner and the life insured are the same person. In the interests of clarity, any reference to 'you' in this section assumes that you are both the policy owner and the life insured.

#### What does this cover?

Critical illness insurance pays you a lump sum if you contract a specified critical condition as defined in the policy document whilst the policy is in force.

We offer a choice of critical illness insurance plans to suit your needs and budget:

- Critical Illness Plus incorporating a broad range of benefits and options.
- Critical Illness Standard limited cover for a lower premium.

#### FEATURES OF BOTH PLANS

- Cover for critical illness
- · Availability of a financial planning benefit

#### **OPTION FOR CRITICAL ILLNESS PLUS**

• You can choose critical illness as a stand alone insurance

#### ADDITIONAL OPTIONS IF YOU CHOOSE CRITICAL ILLNESS AS PART OF LIFE COVER (at additional cost)

- You can buy back your life cover benefit after a claim, if you have applied for this option (see page 20)
- You can apply to add TPD as a critical condition ('Any Occupation' or 'Own Occupation' definition – see page 20)

#### Critical Illness plans at a glance...

Cover for	Critical Illness Plus	Critical Illness Standard
Wide range of critical conditions (see table on page	✔ e 18 detailing crit	Limited number of critical conditions
Critical conditions and definitions cannot be limited on renewal	~	The conditions and definitions may change in the future – <i>see details on page 19</i>
Financial planning benefit	~	~

If you choose stepped premium or decreasing cover, you can apply between ages 18 and 59 inclusive.

If you choose level premium for this type of insurance, you can apply between ages 18 and 54 inclusive. A continuation option is available with this premium structure that allows you to continue this type of insurance with new critical illness insurance of the nearest equivalent available at the time, up to the same benefit amount, where it is claim free, beyond age 65, as long as you apply for the new insurance cover within 30 days of the termination date of the critical illness cover and your life cover continuation option is exercised at the same time. The new insurance will be issued with a stepped premium structure based on MLC's then current terms and conditions. Premiums will be calculated in line with MLC premium rates current at the time, and will take into account the benefit amount, your age and the premium and acceptance terms of this insurance.

The maximum benefit you can apply for is \$1.5 million.

#### We provide a financial planning benefit

When we pay a lump sum benefit of at least \$100,000 to a beneficiary under this type of insurance, we will reimburse the reasonable cost, up to \$2,000, of a fully documented financial plan prepared by a qualified Financial Adviser for the beneficiary.

Where there is more than one beneficiary of the lump sum benefit, the right to the above financial planning benefit will be divided equally between those beneficiaries who each receive a benefit of at least \$100,000.

The reimbursement:

- must be claimed by a beneficiary within 6 months of the date on which we pay the lump sum benefit; and
- will apply only once for each life insured in respect of all MLC policies covering that life insured.

We reserve the right to increase the minimum lump sum benefit amount of \$100,000 at our discretion. We will notify you when we increase the minimum lump sum benefit amount.

#### Critical illness cover: as part of your life cover

If you take critical illness cover as *part of your life cover*, we will pay you the full critical illness benefit if you contract a critical condition. We will reduce your life cover benefit by the amount paid.

# Critical illness cover: as a stand alone insurance

This option is only available if you choose **Critical Illness Plus.** It is not available with level premium.

If you take out critical illness cover *on its own*, we will pay the full critical illness benefit *only if you live for 14 days after* contracting a critical condition. Any life cover you have will not be affected.

If you die and are not entitled to the critical illness benefit, we will pay a life benefit of \$5,000 in addition to any other amount payable on death under the policy. We will not pay if you commit suicide within 13 months after this insurance began or was last reinstated.

#### What is a critical condition?

You contract a critical condition when the condition is first diagnosed as meeting its definition, or for surgical conditions, when the surgery actually happens.

The ailments listed in the table opposite are critical conditions (see the detailed definitions on pages 21 to 24).

In the table, although **Critical Illness Standard** appears to cover relatively few conditions compared to **Critical Illness Plus**, four of these conditions (i.e. heart attack, coronary artery bypass surgery, malignant cancer and stroke) account for 83% of all critical illness claims (source: Swiss Re Life & Health, Critical Illness Report for year ending 31 December 1999).

If you choose critical illness as part of your life cover, death and terminal illness are included as critical conditions. In addition, you can also choose to include total and permanent disability as a critical condition for which an additional premium is charged (see page 20 for details).

Critical Condition	Critical Illness Plus	Critical Illness Standard
Aorta repair *	<b>~</b>	-
Aplastic anaemia	~	_
Benign brain tumour	~	_
Blindness	~	_
Cardiac keyhole surgery #	~	_
Cardiomyopathy	~	-
Chronic kidney failure	~	_
Chronic liver failure	~	_
Chronic lung failure	~	_
Coma	~	_
Coronary artery angioplasty *#	<b>v</b>	_
Coronary artery bypass surger	✓ /* ✓	~
Deafness	✓ se ✓	_
Dementia or Alzheimer's disea	se 🖌	_
Encephalitis	~	_
Heart attack*	~	<b>~</b>
Heart valve surgery *	~	_
HIV contracted through your w		_
HIV contracted through medica		_
procedures		
Loss of independence	~	~
Loss of speech	~	_
Major brain injury	~	_
Major burns	~	_
Major organ transplant	~	_
Malignant cancer **	~	~
Motor neurone disease	~	_
Multiple sclerosis	ン ン ン	_
Muscular dystrophy	~	_
Parkinson's disease	~	_
Paralysis (includes paraplegia,	~	_
quadriplegia, hemiplegia, diple	gia,	
tetraplegia)	-	
Pneumonectomy	~	_
Primary pulmonary hypertension	on 🖌	_
Stroke *	~	~
Total and permanent disabilit	y 🖌	✓
(TPD) – (optional – not availa	ble with stand a	lone cover)

Critical illness insurance does *not* cover any condition which first appears, first happens or is first diagnosed before this type of insurance began or was last reinstated.

\* We will not cover you for an appearance, happening or diagnosis of this condition ("occurrence of the condition") which occurs in the first 3 months after this type of insurance began or was last reinstated, or you increased your critical illness benefit ("qualifying period"). However, if this condition later appears, happens or is diagnosed after the 3 month qualifying period has ended, we will cover you for that subsequent occurrence of the condition if it is independent of and not related to the earlier occurrence of the condition.

- \*\* We will not cover you for an appearance, happening or diagnosis of this condition ("occurrence of the condition") which occurs:
  - *in the first 3 months, if you have Critical Illness Plus cover ("qualifying period"), or*
  - *in the first 6 months, if you have Critical Illness Standard cover ("qualifying period"),*

after this type of insurance began or was last reinstated, or you increased your critical illness benefit. However, if this condition later appears, happens or is diagnosed after the relevant qualifying period has ended, we will cover you for that subsequent occurrence of the condition if it is independent of and not related to the earlier occurrence of the condition.

# Coronary artery angioplasty and cardiac keyhole surgery benefits will only apply to insurances where the critical illness benefit is \$100,000 or more. When this is so, we will pay you 10% of the critical illness benefit, or \$20,000, whichever is less. You can claim for this condition only the first time you have this operation.

The critical conditions included under Critical Illness Standard show the current critical conditions covered. The critical conditions covered and their definitions under Critical Illness Standard may change on renewal in the future.

An appropriate specialist and our medical adviser must agree that your condition meets all the terms of our definitions (see page 21). In some cases a condition must progress to a certain point before it meets the definition.

# When does this type of insurance end – Critical Illness Plus?

Your insurance will continue until the earliest of the following:

- we pay your full critical illness benefit, or your full life cover benefit
- you stop paying premiums
- you turn 75 for stepped premium or decreasing cover (65 for level premium)
- your death
- if you choose the optional total and permanent disability condition, it will end on the review date after you turn 65.

#### When does this type of insurance end – Critical Illness Standard?

Subject to the additional conditions shown under the heading "Additional conditions applying to Critical Illness Standard", your insurance will continue until the earliest of the following:

- we pay your full critical illness benefit, or your full life cover benefit
- you stop paying premiums
- you turn 75 for stepped premium or decreasing cover (65 for level premium)
- your death
- if you choose the optional total and permanent disability condition, it will end on the review date after you turn 65.

# Additional conditions applying to Critical Illness Standard

These do NOT apply if you choose Critical Illness Plus.

#### We may change the critical conditions of your Critical Illness Standard insurance

The critical conditions covered by this type of insurance are, given the current state of diagnosis and medical treatment, considered to be serious ailments. However, as advances are made in such treatment and diagnostic techniques, we may need to change the definitions used in this type of insurance to ensure that in the future they:

- remain appropriate with regard to medical terminology and classification
- take into account effective cures, vaccines and modern diagnostic procedures
- include some diseases considered appropriate in the future
- exclude some conditions which are found to become minor in the future.

As a result your critical illness insurance may need to be changed as explained below.

#### We may change your Critical Illness Standard cover

If you choose the **Critical Illness Standard** cover, then on renewal we may continue your insurance on the *same or different* conditions and definitions. We do not guarantee to renew your current policy terms and conditions for this type of insurance.

Where a change is necessary, the change will apply to all insurances of a similar type. We cannot single you out for a change. If we change your critical conditions or definitions we will notify you of these changes. In that event, you may accept the new conditions by continuing to pay your premiums and you will in effect be entering into a new policy. You may choose to reject these changes by not making further premium payments. If you stop making premium payments, your policy will lapse.

# What happens to your life cover and terminal illness support insurance if you make a claim under the critical illness option?

If you take out critical illness cover as part of your life cover, we will reduce your life cover benefit by the amount of any critical illness benefit we pay you.

Your terminal illness support benefit (if applicable) will also be reduced to the lesser of 50% of the subsequently reduced life cover benefit or \$250,000.

We will reduce your premiums in line with the lower benefit.

If you take out critical illness cover as a stand alone insurance, any life cover you have will not be affected.

#### How does a claim for terminal illness or accidental injury affect the critical illness benefit?

If we pay you some or all of your life cover benefit because of a terminal illness or an accidental injury, we will reduce your critical illness benefit by the amount paid. We calculate the reduction as set out in the policy and your premiums will be reduced in line with the lower benefit.

If you take out critical illness cover as a stand alone insurance, it will not be affected by a claim for terminal illness or accidental injury under any life cover you have.

#### What do we exclude?

We do not cover critical conditions arising from or connected with:

- intentional self-inflicted injury or attempted suicide, or
- any injury that occurs, or sickness that first appears, before the policy commenced or whilst the policy is lapsed.

#### Total and permanent disability option

This option is only available if you choose critical illness as part of your life cover.

For an additional cost, you can add total and permanent disability to the critical conditions under this type of insurance. You can apply between ages 18 and 59 inclusive for stepped premium or decreasing cover (18 and 49 if you choose level premium).

You may choose the 'Any Occupation' or 'Own Occupation' definitions of total and permanent disability. These definitions are shown on pages 14 and 15.

## Option to buy back your life cover benefit after a claim

This option is only available if you choose critical illness as part of your life cover.

If you purchase the buy back option for critical illness, it will allow you to restore your life cover benefit one year after we have paid your full critical illness benefit. The only exceptions are where your claim was for a coronary artery angioplasty or cardiac keyhole surgery.

You can increase your life cover benefit up to the original benefit amount. You must request the additional cover within 30 days after the one year waiting period ends.

The new cover will only apply to death, not to terminal illness or accidental injury. If you buy back your life cover benefit then the financial planning benefit can only be claimed once per life insured.

We will base the premium for the new cover on our normal life cover rates and your age at the time, taking into account the benefit amount, and any special conditions on your original cover.

This option is only available until the date we next review your benefits and premiums after you turn 75.

### **Critical Condition Definitions**

Often the policy owner and the life insured are the same person. In the interests of clarity, any reference to 'you' in this section assumes that you are both the policy owner and the life insured.

Your critical illness insurance requires the following precise medical definitions.

#### Aorta repair

The correction of narrowing, dissection or aneurysm of the aorta by open surgery through the chest or abdominal wall.

#### **Aplastic anaemia**

The complete failure of the bone marrow to produce the components of the blood, which requires treatment with bone marrow stimulating agents or immunosuppressive agents or a bone marrow transplant or blood product transfusions.

#### **Benign brain tumour**

The presence of a non-cancerous tumour of the brain resulting in at least 25% permanent impairment of the whole person function.

The following are *not* included:

- intracranial cysts, granulomas and haematomas
- intracranial malformation in or of the arteries and veins, and
- tumours of the pituitary gland or the spinal cord.

#### Blindness

Permanent loss of all sight in both eyes.

#### Cardiac keyhole surgery

The actual undergoing of "keyhole" surgery (laparoscopic surgery using an endoscope) that is considered medically necessary to correct, treat or repair:

- a narrowing or blockage of one or more coronary arteries
- an aortic aneurysm, an obstruction of the aorta or a coarctation of the aorta, or
- a cardiac valve as a consequence of heart valve defects or abnormalities.

Investigation procedures are not included.

A benefit for this critical condition applies only for insurances where the critical illness benefit is \$100,000 or more. The benefit for this critical condition is 10% of your critical illness benefit up to a maximum of \$20,000. It is only available the first time you have this operation.

After this benefit is paid, this type of insurance will continue, with the benefit reduced by the amount paid. Premiums will be reduced in line with the reduced benefit.

#### Cardiomyopathy

The inability of the heart muscle to function properly resulting in permanent physical impairment to the degree of at least Class 4 of the New York Heart Association classification of cardiac impairment.

Cardiomyopathy caused by alcohol or drug abuse is *not* covered.

#### **Chronic kidney failure**

The final stage of kidney disease that requires permanent dialysis or a transplant.

#### **Chronic liver failure**

The final stage of liver disease with permanent jaundice, ascites (abnormal retention of fluids within the abdominal cavity), deteriorating liver function tests and encephalopathy (related brain disease).

Liver disease caused by alcohol or drug abuse is *not* covered.

#### **Chronic lung failure**

The final stage of lung disease, needing a permanent extra oxygen supply and with lung function tests known as FEV1 consistently showing results of less than 1 litre.

#### Coma

A total loss of consciousness and responsiveness that:

- lasts at least 96 hours
- requires the continuous use of a life support system for that time, and
- results in permanent loss of at least 25% of either the brain's mental function or its physical control function.

Coma caused by alcohol or drug abuse is not covered.

#### **Coronary artery angioplasty**

An operation to correct narrowing or obstruction of one or more coronary arteries. Intra-arterial investigation procedures are not included.

A benefit for this critical condition applies only for insurances where the critical illness benefit is \$100,000 or more.

The benefit for this critical condition is 10% of your critical illness benefit up to a maximum of \$20,000. It is only available the first time you have this operation.

After this benefit is paid, this type of insurance will continue, with the benefit reduced by the amount paid. Premiums will be reduced in line with the reduced benefit.

#### Coronary artery bypass surgery

The open heart surgical grafting of a bypass to a coronary artery to overcome narrowing or obstruction. It does not include coronary artery angioplasty, cardiac keyhole surgery, laser or other intra-arterial procedures.

#### Deafness

Permanent loss of all hearing in both ears.

#### Dementia or Alzheimer's disease

The permanent failure of brain function resulting in significant cognitive impairment with the need for continuous supervision to protect yourself or other people.

The diagnosis of dementia or Alzheimer's disease must be certain, with no other recognisable cause, and be supported by clinical evidence and standardised testing.

Dementia or Alzheimer's disease caused by alcohol or drug abuse is *not* covered.

#### Encephalitis

Severe inflammation of brain substance which results in permanent loss of at least 25% of either the brain's mental function or its physical control function.

Encephalitis occurring in patients with HIV infection is *not* covered.

#### **Heart attack**

The death of part of the heart muscle because of inadequate blood supply. The diagnosis must be based on electrocardiogram changes and either:

- higher levels of cardiac enzyme (CK-MB) than normal; or
- an elevation (other than as a result of cardiac or coronary intervention or angina) of Troponin I in excess of 2.0µg/L (micro-grams per litre) or Troponin T in excess of 0.6µg/L.

#### Heart valve surgery

The open heart surgical repair or replacement of a defective heart valve or valves.

#### **HIV** contracted through medical procedures

Accidental infection with Human Immunodeficiency Virus (HIV) as a direct result of one of the following medical procedures:

- blood transfusion, or transfusion with blood products
- organ transplant to the life insured
- assisted reproductive techniques
- any other procedure or operation performed by a medical practitioner or dentist.

The procedure must have occurred in Australia and have been performed by a recognised and registered medical practitioner or dentist.

Any event that might lead to a claim must be reported to us within 14 days. The claim must be supported by a negative HIV antibody test on a blood sample taken immediately after the event. We must have access to the blood sample tested and must be able to take further samples if we think this is needed.

Seroconversion must occur within six months of the event.

A benefit will *not* be paid if any of the following are true:

- the HIV infection has any other cause, including sexual activity or recreational intravenous drug use
- the Australian Government has approved a treatment which makes HIV inactive and non-infectious.

#### HIV contracted through your work

Infection with Human Immunodeficiency Virus (HIV) as a result of an injury while you are working at your normal occupation.

Any injury that might lead to a claim must be reported to us within 14 days. The claim must be supported by a negative HIV antibody test on a blood sample taken immediately after the injury. We must have access to the blood sample tested and must be able to take further samples if we think this is needed.

Seroconversion must occur within six months of the injury.

A benefit will *not* be paid if any of the following are true:

- the HIV infection has any other cause, including sexual activity or recreational intravenous drug use
- before the injury the Australian Government has recommended an HIV vaccine for use in your occupation, but you have not taken this vaccine
- the Australian Government has approved a treatment which makes HIV inactive and non-infectious.

#### Loss of independence

As a result of injury or sickness you are permanently unable to do any 2 or more of the following groups of activities of daily living without physical help from someone else:

- bathing or showering
- dressing
- moving from place to place, in and out of bed, and in and out of a chair
- eating and drinking
- using the toilet.

You also lose your independence if you have severe permanent cognitive impairment (with a score of 15 or less out of 30 in a Mini Mental State Examination) which leads to a need for continuous supervision to protect yourself or other people.

The loss of independence circumstances must have existed continuously for at least 6 months.

#### Loss of speech

Total and permanent loss of all ability to speak. A claim can only be made once the initial diagnosis is reconfirmed after one year.

#### **Major brain injury**

Physical head injury that results in permanent loss of at least 25% of either the brain's mental function or its physical control function.

#### **Major burns**

Third degree burns to 20% or more of the body surface, or to the whole of the face or the whole of both hands requiring surgical debridement and/or grafting.

#### Major organ transplant

The transplant of any of the following whole organs from a human donor to you:

- kidney
- lung
- liver
- pancreas
- heart
- bone marrow.

#### **Malignant cancer**

The presence of one or more malignant tumours, leukaemia or lymphomas (including Hodgkin's Disease). The following are *not* included:

- chronic lymphocytic leukaemia in its early stages (RAI stages 0, 1 or 2)
- prostate cancer which is histologically described as TNM classification T1 (including T1(a) or T1(b)) or another equivalent or lesser classification
- carcinoma in situ (including cervical dysplasia CIN1, CIN2, and CIN3), or premalignant tumours. Carcinoma in situ of the breast *is* included where it leads to the removal of the breast by a mastectomy. The procedure must be performed as a direct result of the carcinoma in situ and specifically to arrest the spread of malignancy, and be considered the necessary and appropriate treatment
- skin cancer other than melanoma at least 1.5mm thick or at least Clark Level 3 of invasion
- hyperkeratosis or basal cell skin carcinoma
- squamous cell skin carcinoma unless it has spread to other organs.

#### Motor neurone disease

The progressive weakness and wasting of the muscles of the body. The diagnosis of motor neurone disease must be certain and supported by neurological investigations.

There must be permanent loss of at least 25% of the brain's physical control function.

#### **Multiple sclerosis**

The progressive destruction of the insulating layer of myelin in the brain and spinal cord. The diagnosis of Multiple sclerosis must be certain and supported by neurological investigations.

There must be more than one episode of brain dysfunction with persistent abnormalities and loss of at least 25% of either the brain's mental function or its physical control function.

#### **Muscular dystrophy**

The diagnosis of muscular dystrophy resulting in a permanent loss of at least 25% of whole body function.

#### Parkinson's disease

A degenerative disease of the central nervous system, the most common symptom of which is a rhythmic tremor of the limbs. The diagnosis of Parkinson's disease must be certain and supported by neurological investigations.

The disease must be at a stage where it can no longer be controlled with medication and has resulted in the permanent loss of at least 25% of either the brain's mental function or its physical control function.

#### **Paralysis**

Total and permanent loss of the function of two or more limbs caused by damage to the nervous system.

#### **Pneumonectomy**

The removal of an entire lung when considered the necessary and appropriate treatment.

#### Primary pulmonary hypertension

A condition associated with right ventricular enlargement established by cardiac catherisation resulting in significant physical impairment to the degree of at least Class 4 of the New York Heart Association classification of cardiac impairment.

Primary pulmonary hypertension caused by alcohol or drug abuse is *not* covered.

#### Stroke

An incident in the blood vessels of the brain or bleeding in the brain leading to neurological effects that last for at least 24 hours. There must be clear evidence on a CT, MRI or similar scan that a stroke has occurred.

Transient ischaemic attacks, symptoms due to migraine, vascular disease of the optic nerve, physical head injury, reversible neurological deficit or any blood vessel incident outside the cranium, except embolism resulting in stroke, are *not* included.

### Income Protection (for professional, clerical and general occupations)

Often the policy owner and the life insured are the same person. In the interests of clarity, any reference to 'you' in this section assumes that you are both the policy owner and the life insured.

#### What does this cover?

Income protection insurance helps to provide peace of mind if you can't work because of a disability. We pay a benefit each month that you are totally or partially disabled or under rehabilitation. This benefit is usually payable monthly in arrears from the end of the waiting period you select.

We offer a choice of income protection insurance plans to suit your needs and budget:

- Income Protection Plus incorporating a broad range of benefits and options.
- Income Protection Standard limited cover for a lower premium.

#### **FEATURES OF BOTH PLANS**

Monthly benefits during

- total disability
- partial disability
- rehabilitation

#### **OPTIONS FOR BOTH PLANS**

- HIV/AIDS exclusion discount
- Indexed claim benefits (at additional cost)

#### ADDITIONAL OPTIONS FOR INCOME PROTECTION PLUS (at additional cost)

You can apply for the following:

- Short waiting period for accidental injury (see page 30)
- Extra benefits option (see pages 30 to 32)
- Lifetime accident benefit (available for professional and clerical occupations only see page 32)
- Occupational HIV, Hepatitis B or C lump sum benefit (for certain professional occupations only – see page 32)

If you work in a professional or clerical occupation, you can apply between ages 18 and 59 inclusive. If you work in a general or special risk occupation, you can apply between ages 18 and 54 inclusive.

You can choose a monthly benefit up to 75% of your earnings, calculated as outlined in the application for this type of insurance.

#### Income Protection plans at a glance...

Cover for	Income Protection Plus	Income Protection Standard
Total disability (	Own occupation definition	2 years 'own occupation' definition, then 'any occupation' definition
Partial disability or Rehabilitation	Maximum up to end of benefit period	Maximum equal to 6 months' benefits
Rehabilitation expense benefit	<b>v</b>	•
Rehabilitation bonus	~	_
Premium waived while on claim	<b>v</b>	~
Return to work during the waiting period	~	~
Recurring disability benefit	<b>v</b>	~
Elective surgery benefit	~	~
Style of benefit	Agreed value benefit	Indemnity benefit
World-wide cover	~	~
Death benefit	~	~
Cover for disability due to mental disorders or drug abuse/dependency	V	Only while under supervision
HIV/AIDS exclusion discount	· •	✓
Indexed claim benefits optio	n 🗸	~
Short waiting period for accidental injury option	~	_
Extra benefits option	~	_
Lifetime accident benefit option (professional and clerical occupations only)	~	-
Occupational HIV, Hepatitis B or C lump sum t option <i>(certain professional</i> <i>occupations only)</i>	✔ Denefit	_

#### What is total disability cover?

If, whilst the policy is in force, you are totally disabled for longer than the waiting period you select, we will pay you a monthly benefit until the earliest of the time you cease to be totally disabled, you turn 65, you die or the maximum benefit period ends.

The definition of total disability depends on the income protection insurance plan you choose.

Income Protection	Income Protection	
Plus	Standard	
You are totally disabled	You are totally disabled if,	
if you are continuously	during the first 2 years, you	
unable to do <i>at least one</i>	are continuously unable	
of the important duties	to do <i>at least one</i> of the	
of <i>your</i> occupation	important duties of <i>your</i>	
necessary to producing	occupation necessary to	
your income.	producing your income.	
	After this time, you are totally disabled <b>only</b> if you are continuously unable to do the important duties of <i>any</i> occupation you are suited to by way of education, training or experience.	

For both Income Protection Standard and Income Protection Plus, you must not be working for earnings, payment or profit, and your inability to work must be due to injury or sickness. If you are working, you will not be eligible for total disability benefits, but you may be eligible for partial disability or rehabilitation benefits.

#### What is partial disability cover?

If as a direct result of injury or sickness, you remain continuously unable to fully perform the duties of your own occupation following a period of total disability but you return to work in your own or another occupation at lower earnings, we will pay you a reduced benefit.

We calculate your monthly partial disability benefit in proportion to your reduction in earnings.

The partial disability benefit starts to accumulate from the later of the end of your period of total disability, which must be at least 14 days, or the end of your waiting period.

The period of time we will pay partial disability benefits depends on the income protection insurance plan you choose.

Income Protection	Income Protection
Plus	Standard
We will pay partial disability benefits up to the end of the benefit period (unless before then you cease to be partially disabled, you turn 65, or you die).	We will pay partial disability benefits up to a maximum of 6 months. We will extend the benefit period while your disability continues, until the benefit paid for your partial disability equals 6 times the monthly benefit. However, we stop paying benefits as soon as you ceas to be partially disabled, turn 65 or die (even if one of these events occurs within the first 6 months).

#### MLC's occupation categories for income protection

The occupation categories mentioned in the income protection sections of this PDS are grouped as follows (MLC or your Financial Adviser can provide details specific to your occupation).

#### Professional and clerical occupations

This describes occupation classes A, AA and AAA which include occupations with office duties only or very light, skilled manual duties (such as real estate agents) and professional occupations (such as architects, optometrists and executives).

ACT class is for accountants and ML is for certain medical and legal professionals such as doctors, dentists and solicitors.

#### **General occupations**

This describes occupation classes B and BB, which include occupations involving non-hazardous manual work (e.g. painters or panel beaters) and skilled or specialised manual work (e.g. certified or licensed tradesmen).

#### **Special risk occupations**

This describes occupation class C, which includes hazardous occupations or occupations which present special assessment difficulties (such as roof workers or armed security guards).

#### What are earnings?

Where you are self-employed (directly or indirectly own part of a business), this means the income of the business generated by your personal efforts after the deduction of your share of business expenses in generating that income.

Where you are an employee, this means the total remuneration paid by the employer to you including salary, commissions, fees, regular bonuses, regular overtime and fringe benefits. It also includes regular superannuation contributions paid by the employer on your behalf.

Earnings do not include investment income and are calculated before tax.

#### What is rehabilitation cover?

If you remain continuously unable to fully perform the duties of your own occupation as a direct result of the injury or sickness which caused the total disability, but begin a government approved vocational rehabilitation programme or another rehabilitation programme that we approve, we will pay you a reduced benefit.

We calculate your monthly rehabilitation benefit in proportion to any reduction in your earnings.

The rehabilitation benefit starts to accumulate from the later of the end of your period of total disability, which must be at least 14 days, or the end of your waiting period.

The period of time we will pay rehabilitation benefits depends on the income protection insurance plan you choose.

Income Protection Plus	Income Protection Standard
We will pay rehabilitation benefits up to the end of the benefit period (unless before then, you cease to be in rehabilitation, you turn 65 or you die).	We will pay rehabilitation benefits up to a maximum of 6 months. We will extend the benefit period while your disability continues, until the benefit paid for your rehabilitation equals 6 times the monthly benefit. However, we stop paying benefits as soon as you cease to be in rehabilitation, turn 65 or die (even if one of these events occurs within the first 6 months).

#### **Rehabilitation expenses**

In addition to any rehabilitation benefit payable (as described above), we will also pay for approved rehabilitation expenses, such as the cost of a rehabilitation course or special equipment, to help you return to work, up to an amount equal to 6 times your monthly benefit.

#### **Rehabilitation bonus**

This benefit applies if you have chosen Income Protection Plus.

If we are paying you rehabilitation benefits, then subject to our approval, your benefits may be increased by 50% for up to 6 months.

You cannot get this benefit if double benefits for specified sicknesses (under the extra benefits option (see page 30) if applicable) are payable during the same period.

#### Waiting periods available

You select a waiting period when you apply. This is the initial period of your disability during which we do not pay benefits. You can choose a period of:

- 14 days
- 1 month
- 3 months
- 12 months
- 24 months.

You pay a lower premium the longer the waiting period you select.

#### **Benefit periods available**

We will pay a benefit each month until you recover for up to the maximum benefit period you choose. You can choose a maximum benefit period of:

- 2 years
- 5 years
- up to age 65.

You pay a lower premium the shorter the benefit period you select.

# You pay no income protection premiums while we are paying you benefits

We will refund any premium for this type of insurance while you are disabled and receiving benefits. Premiums will still be due for other types of insurances and other lives insured.

As soon as benefits stop being paid, we will start charging you premiums again, unless this type of insurance has ended.

#### WHAT GENERAL CONDITIONS APPLY?

#### You must be under medical care

We pay benefits only while a doctor is regularly treating you.

#### We only pay one benefit at a time

For **Income Protection Standard** we only pay one benefit at a time except for the rehabilitation expense benefit.

For Income Protection Plus we only pay one benefit at a time except for the following: rehabilitation expense benefit, rehabilitation bonus, double benefits for specified sickness, home assistance benefit, overseas emergency transport benefit and spouse accommodation benefit.

#### When does this type of insurance end?

Your insurance will continue until the earliest of the following:

- you turn 65
- you stop paying premiums (unless we are paying you benefits)
- you cease working for more than 12 months, except where this is a direct result of disability or if we have agreed to an extension of this period in writing. If you are on sabbatical leave, your insurance can continue for up to 2 years (but only if you have **Income Protection Plus** professional and clerical occupations)
- you retire, or stop work and do not intend to work any more, other than through disability
- your death.

For conditions applicable to special risk occupations see page 33.

#### Making a claim

For this type of insurance, you must tell us of the total disability within 30 days of its beginning. We will then send you a claim form. You must return the claim form to us within 90 days of the total disability beginning.

#### WHAT IF...

# What if you try to return to work in the waiting period?

If the waiting period you select is 14 days or 1 month, you can return to work for up to 5 days during the waiting period. If you do, we will extend the waiting period by the number of days you were at work. The waiting period does not have to start all over again. The 5 days do not have to be consecutive.

If the waiting period you select is longer than 1 month, you can return to work for up to 10 days during the waiting period. If you do, we will extend the waiting period by the number of days you were at work. The waiting period does not have to start all over again. The 10 days do not have to be consecutive.

#### What if the same disability recurs?

If the same disability recurs within 6 months of your return to full-time work, we will consider it a continuation of the original disability. This type of insurance must be in force when the disability recurs.

We will not impose a new waiting period. You can claim as soon as the disability recurs. The cause of the disability must be the same or related to the cause of the original disability.

If the disability recurs after the 6 months, we will treat it as a new claim.

#### What if you have a break in employment?

You can continue your cover for up to a year while you are on extended leave, except where the extended leave is a direct result of disability or sabbatical leave (longer periods may be arranged subject to our approval in writing). For **Income Protection Plus** professional and clerical occupations, if you are on sabbatical leave, the insurance can continue for up to 2 years. You must continue to pay premiums during this time.

#### What if you elect to have surgery?

We will pay you the monthly benefit if you are unable to work as a result of undergoing elective surgery performed by an appropriately qualified doctor, to donate an organ to another person, improve your appearance as a result of injury or sickness, or on the advice of a medical practitioner.

The surgery must take place more than 6 months after this type of insurance began or was last reinstated. We will not pay the amount of any increase made to the income protection benefit if the elective surgery takes place within 6 months of the increase.

# What if you travel overseas – are you still covered?

Yes. Your coverage is world-wide, 24 hours a day, 7 days a week.

#### What if your earnings decrease?

This depends on the income protection insurance plan you choose.

Income Protection	Income Protection	
Plus	Standard	
We will not reduce your monthly benefit because your earnings have decreased after taking out your cover.	If your earnings decrease after taking out your cover, we will reduce your monthly benefit at time of claim so that the amount you receive is no more than 75% of your earnings before disability.	

#### What if you can claim from another source?

#### **Income Protection Plus**

If you are paid a regular income benefit under government legislation, such as workers' compensation, we will reduce the amount we pay so the total you receive is not more than 75% of your earnings before disability.

If you receive a lump sum benefit from such source, we will treat it as though it was paid as a monthly benefit payable over 8 years, and adjust your benefits accordingly i.e. the lump sum amount will be divided into equal monthly instalments over a 8 year period (1/96) to calculate the amount to be offset monthly.

No offset applies for social security payments or common law benefits of either a regular income or lump sum nature.

Large employers or organisations such as the public service often provide disability or invalidity benefits to their employees. If you are an employee of such an organisation, your policy will also include an adjustment clause for any entitlement provided to you or arranged by your employer such as sick leave or disability insurance benefits.

#### **Income Protection Standard**

If you are paid a regular income benefit under government legislation, such as workers' compensation, we will reduce the amount we pay so the total you receive is not more than 75% of your earnings before disability. If you receive a lump sum benefit from such source, we will treat it as though it was paid as a monthly benefit payable over 8 years, and adjust your benefits accordingly i.e. the lump sum amount will be divided into equal monthly instalments over a 8 year period (1/96) to calculate the amount to be offset monthly.

No offset applies for social security payments or common law benefits of either a regular income or lump sum nature.

In addition to the above, we will reduce the amount we pay if you receive any benefit from:

- a superannuation or pension plan or any policy of income protection, salary continuance, disability or total and permanent disability insurance
- any income provided or arranged by an employer, partnership or business, including sick leave.

Large employers or organisations such as the public service often provide disability or invalidity benefits to their employees. If you are an employee of such an organisation, your policy will also include an adjustment clause for any entitlement provided to you or arranged by your employer such as sick leave or disability insurance benefits.

#### What if you die while receiving a benefit?

We will pay 6 months' extra benefit, to a maximum of \$60,000.

#### WHAT DO WE EXCLUDE?

We do not cover you for any disability arising from or connected with:

- intentional self-inflicted injury or attempted suicide
- normal and uncomplicated pregnancy or childbirth
- war or warlike operations (does not apply to any benefit payable on your death)
- any injury that occurs, or sickness that first appears, before the policy commenced or whilst it is lapsed.

# Additional exclusions applying to Income Protection Standard

These do NOT apply if you choose Income Protection Plus.

We do not cover you for any disability arising from or connected with the following conditions:

- chronic fatigue syndrome or fibromyalgia
- mental disorder and/or alcohol, drug or chemical abuse or dependency except where you are confined indoors and, under the direction of an appropriately qualified doctor, are receiving full-time nursing care or continuous supervision to protect yourself or other people.

The nursing care or supervision must not be provided by a member of your immediate family.

A mental disorder is defined as any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association (APA) which is current at the start of the period of total disability.

Such disorders include, but are not limited to, stress (including post traumatic stress), physical symptoms of a psychiatric illness, mental disorders due to a general medical condition, anxiety, depression, psychoneurotic, psychotic, personality, emotional or behavioural disorders, or disorders related to substance abuse and dependency which includes alcohol, drug or chemical abuse dependency.

If the DSM is discontinued, we will use the manual chosen as its replacement by the APA.

#### **OPTIONS YOU CAN CHOOSE...**

## We offer a premium discount for an HIV/AIDS exclusion

We will discount your premium if you do not want cover for HIV/AIDS and are prepared to accept this exclusion.

#### We offer an indexed claim benefits option

If you purchase this option, we will increase your benefit each year after benefits have been paid for a full year. The increase to the monthly benefit will be the lower of the CPI or 10%. Also, when we calculate your benefit in the case of partial disability or rehabilitation, for the purpose of that calculation we will increase your pre-disability earnings by the lower of the CPI increase or 10%, so that the partial disability calculation takes inflation into account.

# We offer a short waiting period for accidental injury

This additional cost option is only available if you choose **Income Protection Plus** with either a 14 day or 1 month waiting period.

If, within 30 days of an accident, you are totally disabled solely due to the accident (directly and independently of all other causes), for more than 3 consecutive days during the waiting period, the daily proportion of your monthly benefit will accrue during your waiting period from the 4th day of your total disability.

The 3 days must be consecutive and benefits are not payable under this option if you are eligible for *benefits during the waiting period* in the following section.

#### We also offer an extra benefits option

This option is only available if you choose Income Protection Plus.

For an additional cost, you can add this package of extra benefits:

#### Benefit during the waiting period

We will pay you the daily proportion of your monthly benefit for each day during the waiting period you are totally disabled, confined to bed, and receiving full-time registered nursing care under a doctor's direction.

The benefit applies from the 4th day of such care for the duration of the waiting period up to a maximum of 180 consecutive days.

The nursing care must not be provided by a member of your immediate family.

#### Spouse accommodation benefit

If you are totally disabled, confined to bed and receiving full-time registered nursing care under a doctor's direction, and more than 100 kilometres from your usual place of residence, we will pay an additional benefit of \$200 per day if your spouse or an immediate family member requires hotel or motel accommodation to be near you.

The benefit applies from the 4th day of your confinement to bed. We will pay for a maximum of 30 days in any one 12 month period.

The nursing care must not be provided by a member of your immediate family.

#### Double benefits for specified sicknesses

We will pay you double the normal monthly benefit for total or partial disability or rehabilitation, for up to 6 months if you are disabled by any of the following conditions:

- Aorta repair
- Aplastic anaemia
- Benign brain tumour
- Cardiomyopathy
- Chronic kidney failure
- Chronic liver failure
- Chronic lung failure
- Coma
- Coronary artery bypass surgery
- Deafness
- Dementia or Alzheimer's disease
- Encephalitis

- Heart attack
- Heart valve surgery
- HIV contracted through medical procedures
- HIV contracted through your work
- Major brain injury
- Major burns
- Major organ transplant
- Malignant cancer
- Motor neurone disease
- Multiple sclerosis
- Muscular dystrophy
- Parkinson's disease
- Pneumonectomy
- Primary pulmonary hypertension
- Stroke

You will find the definitions of these conditions on pages 21 to 24.

The specified sickness must be diagnosed by an appropriate specialist and confirmed by MLC's medical adviser.

#### No claim bonus

Every year that you do not make a claim under this type of insurance, we will increase your monthly benefit for the first year of a claim:

Years without a claim	1	2	3	4	5	6+
Increase in monthly benefit	0	5%	10%	15%	20%	25%

#### Advance payment for certain injuries

For certain injuries we pay automatic lump sum advance payments even if you continue to work.

If your waiting period is 14 days or 1 month, the advance benefit will be an amount equal to your monthly benefit for the period shown in the table below. If your waiting period is greater than 1 month, the advance benefit will be an amount equal to your monthly benefit for the period in the table **less your waiting period**. You don't have to wait until the end of the waiting period before the advance benefit can be paid.

If one injury causes more than one of the losses shown in the following table, we will pay only for the loss with the largest benefit.

If you lose the use of:	Advance benefit period
Both hands or both feet or the sight in both eyes	24 months
A hand and a foot	24 months
A hand or foot and the sight in one eye	24 months
An arm or leg	18 months
A hand or foot or the sight in one eye	12 months
Thumb and index finger on the same hand	6 months

The loss of use must be complete and permanent. It must occur within 181 days of the injury.

#### If you completely fracture these bones:

Thigh (shaft)	3 months
Pelvis (except the coccyx)	3 months
Skull (except the face or nose bones)	2 months
Upper arm (shaft)	2 months
Shoulder blade	2 months
Lower leg (shaft)	2 months
Kneecap	2 months
Collar bone	1.5 months
Forearm (shaft)	1.5 months
Jaw	1.5 months

The fracture must be diagnosed within 30 days of the injury that caused it.

We will start paying you income protection benefits each month after the end of the advance benefit period if you are totally or partially disabled or under rehabilitation at that time as a result of your injury. We will keep paying you each month while you are totally or partially disabled or under rehabilitation, up to the maximum benefit period you selected (taking into account any period for which we have already paid you advance benefits), or until you turn 65 or you die.

#### Home assistance

If we are paying you total disability benefits under this type of insurance, and you are at home, confined to bed or the house, and dependent on home assistance or nursing care, we will pay you a further benefit to help cover this care. This applies if you either hire a private registered nurse, or your spouse stops working full-time to care for you at home. The benefit for home assistance is the daily proportion of your monthly benefit. The benefit for nursing care is \$85 per day.

The maximum benefit is the lesser of the amount of your monthly benefit and \$2,500 per month, for up to 6 months.

We will not pay if the nurse is a member of your immediate family. Nor will we pay if your spouse had been working for you or for your employer before your disability.

#### **Overseas emergency transport**

If you qualify for total disability benefits while you are overseas, and you need emergency transport back to Australia, we will reimburse the cost of a single economy class airfare by the most direct route available. We will pay the cost after deducting any reimbursements from other sources. The maximum we will pay is an amount equal to 3 months' benefits per 12 month period for each injury or sickness.

#### We offer a lifetime accident benefits option

This additional cost option is available for all professional and clerical occupations providing you have chosen the extra benefits option under **Income Protection Plus.** 

If you have chosen the extra benefits option and you also choose lifetime accident benefits, we will extend the maximum benefit period for *injury solely caused by accidental means* for up to the end of your life. Your disability must be total and arise within 30 days of the accident. If the accident happens after you turn 63, we will pay up to a maximum of 2 years.

#### OPTIONS YOU CAN CHOOSE FOR WHICH AN ADDITIONAL PREMIUM IS CHARGED...

# We offer an Occupational HIV, Hepatitis B or C lump sum benefit option

This additional cost option is only available for doctors, surgeons and dentists as part of the extra benefits option under **Income Protection Plus**.

If you have chosen the extra benefits option and you also choose this benefit, we will pay you a lump sum if, whilst the policy is in force, you acquire HIV (Human Immunodeficiency Virus), Hepatitis B or C as a result of an occupational accident while you are performing the normal duties of your medical or dental occupation.

The minimum benefit you can select is \$25,000 and the maximum benefit you can select is 100 times your monthly benefit to a maximum of \$500,000.

General claim requirements are outlined in the policy document. For this insurance the following special requirements also apply:

- you (or someone representing you) must tell us you may become infected within 14 days of the incident or that you have become infected within 14 days of the diagnosis of infection
- we will send a claim form and/or instructions for the submission to us of proof of benefit entitlement.

Documented proof must be provided by you to us that:

- the incident did happen at work and involved a definite source of infection.
   The proof must include copies of the incident report, the names of the witnesses to the incident and confirmation of the source of infection
- the HIV, Hepatitis B or Hepatitis C is a new infection and that seroconversion from the relevant negative antibodies or antigens to positive antibodies or antigens has taken place within 6 months of the incident.

The proof will be based upon blood or body fluid samples tested by Australian Government approved pathology laboratories. We must be allowed to independently retest the samples and take further samples for testing. If we do require retesting or further samples, we will pay for it.

A benefit will *not* be paid if any of the following are true:

- the infection is intentionally self-inflicted
- Hepatitis B infection commences within 6 months after this insurance began or was last reinstated
- diagnosis of infection is first made after you die
- infection commences after the appropriate Government body has recommended a preventative vaccine for use in your occupation, but you have not taken this vaccine
- infection commences after the appropriate Government body has approved a treatment which makes infection inactive and non-infectious.

We will continue your Occupational HIV, Hepatitis B or C infection insurance until the earliest of our paying you the full benefit, your turning 65, your death, your **Income Protection Plus** insurance terminating or being cancelled, or your policy lapses.

### Income Protection (for special risk occupations)

Often the policy owner and the life insured are the same person. In the interests of clarity, any reference to 'you' in this section assumes that you are both the policy owner and the life insured.

#### What does this cover?

We are prepared to insure people who work in certain special risk occupations (see the occupation categories description on page 26).

We offer a choice of income protection insurance plans to suit your needs and budget:

- Income Protection Plus incorporating a broad range of benefits and options.
- Income Protection Standard limited cover for a lower premium.

#### FEATURES OF BOTH PLANS

• Same policy features as for professional, clerical and general occupations (see pages 25 to 32)

#### **OPTIONS FOR BOTH PLANS**

- HIV/AIDS exclusion discount as for professional, clerical and general occupations (see page 30)
- Indexed claim benefits (at an additional cost) as for professional, clerical and general occupations (see page 30)
- Non-occupational cover

#### ADDITIONAL OPTIONS FOR INCOME PROTECTION PLUS (at additional cost)

You can apply for the following:

- Short waiting period for accidental injury as for professional, clerical and general occupations (see page 30)
- Extra benefits option as for professional, clerical and general occupations (see pages 30 to 32)

All terms and conditions are the same as for professional, clerical and general occupations (see pages 25 to 32), *except for the following:* 

#### We review your insurance each year

We will review your insurance each year. At that time, we may offer to continue this type of insurance, but we do not guarantee renewal. However, this will not affect cover under any other type of insurance provided under your policy.

#### Waiting periods available

You select a waiting period when you apply. This is the initial period of your disability during which we do not pay benefits. You can choose a period of:

- 14 days
- 1 month
- 3 months.

You pay a lower premium the longer the waiting period you select.

#### **Benefit periods available**

We will pay a benefit each month until you recover for up to the maximum benefit period you choose. You can choose a maximum benefit period of either:

- 2 years
- 5 years.

You pay a lower premium the shorter the benefit period you select.

#### What is the non-occupational cover option?

You pay a lower premium if you do not need work related cover. If you choose this option, your income protection insurance will not cover you for disabilities caused at work or as a result of work, or for which you can claim benefits under any Workers Compensation Act or similar legislation.

### **Business Expenses**

Often the policy owner and the life insured are the same person. In the interests of clarity, any reference to 'you' in this section assumes that you are both the policy owner and the life insured.

#### What does this cover?

If you are self-employed or in a small partnership, you still need to keep the business going if you are totally disabled and cannot work. We will reimburse certain business expenses for the period you are totally disabled whilst the policy is in force. This benefit is payable for expenses arising after the waiting period you select has expired. The first payment commences one month after the end of the waiting period.

#### **FEATURES**

• Monthly reimbursement of business expenses during total disability

#### **OPTION**

• HIV/AIDS exclusion discount

If you work in a professional or clerical occupation, you can apply between ages 18 and 59 inclusive. If you work in a general occupation, you can apply between ages 18 and 54 inclusive. Business expenses cover is not available if you work in a special risk occupation.

The maximum amount we will pay each month is the monthly benefit you select.

We will keep paying each month while you are totally disabled for up to a maximum benefit period of one year. We will extend this period for up to 12 months until your reimbursed expenses equal twelve times the monthly benefit.

#### What is a business expense?

The reasonable and regular normal operating expenses of the business you own and manage. These may include:

- rent or mortgage payments
- property rates and taxes
- equipment or vehicle lease costs
- electricity, heating and water costs
- cleaning and laundry costs
- depreciation on office equipment and premises that the business owns
- salaries of employees not generating business income
- costs of accounting services
- fees for memberships of professional associations
- business insurance premiums.

We also refer to these expenses as "covered expenses".

It does *not* include:

- payment or other benefits of any kind to you, or to your replacement in the business
- any expense that was not normally paid before the disability
- repayment of the principal of a loan or mortgage that started less than one year before the disability
- the cost of equipment or merchandise for your business.

#### What is a total disability?

You are totally disabled if you are continuously unable to do *at least one* of the important duties of *your* occupation necessary to producing your income. You must not be working for earnings, payment or profit and your inability to work must be caused by injury or sickness.

#### Waiting periods available

You select a waiting period when you apply. This is the initial period of your disability when we do not reimburse your business expenses.

You can choose a period of:

- 14 days
- 1 month.

You pay a lower premium the longer waiting period you select.

#### You pay no business expenses premiums while we are paying you benefits

We will refund any premium for this type of insurance while you are disabled and receiving benefits. Premiums will still be due for other types of insurances and other lives insured.

As soon as benefits stop being paid, we will start charging you premiums again, unless this type of insurance has ended.

# WHAT GENERAL CONDITIONS APPLY?

# You must be under medical care

We pay benefits only while a doctor is regularly treating you.

# When does this type of insurance end?

Your insurance will continue until the earliest of the following:

- you turn 65
- you stop paying premiums (unless we are paying you benefits)
- you cease working for more than 12 months, except where this is a direct result of disability or if we have agreed to an extension of this period in writing
- you retire, or stop work and do not intend to work any more, other than through disability
- your death.

# WHAT IF...

# What if your business continues to generate income while you are disabled?

We will not reduce your benefits.

# What if your expenses are more, or less, than the benefit amount?

We will reimburse you for the covered expenses your business actually incurred up to the amount of monthly cover you purchased.

# What if you can claim expenses from another source?

We will not reimburse those expenses.

# What if your monthly expenses are less than the monthly benefit?

We will extend the benefit period for up to 12 months while your disability continues, until your reimbursed expenses equal 12 times the monthly benefit.

# What if there is more than one owner of the business?

We will pay your share of the covered expenses.

# What if you own and operate your business through a company?

If you own and operate your business through a company, we will treat covered expenses paid by the company as if they were paid by you.

# What if you change businesses?

Your policy is portable. You can simply apply it to your new business.

# What if you are disabled for part of a month?

If you are entitled to benefits for part of a month, we will reduce the covered expenses and monthly benefits proportionally, based on a 30 day month.

# What if you try to return to work in the waiting period?

You can return to work for up to 5 days during the waiting period. If you do, we will extend the waiting period by the number of days you were at work. The waiting period does not have to start again. The 5 days do not have to be consecutive.

# What if the same disability recurs?

If the same disability recurs within 6 months of your return to full-time work, we will consider it a continuation of the original disability. This type of insurance must be in force when the disability recurs.

We will not impose a new waiting period. You can claim as soon as the disability recurs. The cause of the disability must be the same or related to the cause of the original disability.

If the disability recurs after the 6 months, we will treat it as a new claim.

# What if you have a break in employment?

You can continue your cover for up to a year while you are on extended leave, except where the extended leave is as a direct result of disability (longer periods may be arranged subject to our approval in writing). You must continue to pay premiums during this time.

# What if you travel overseas – are you still covered?

Yes. Your coverage is world-wide, 24 hours a day, 7 days a week.

# What if you die while receiving a benefit?

We will pay 3 months' extra benefit, up to a maximum of \$30,000.

# Making a claim

For this type of insurance, you must tell us of the total disability within 30 days of its beginning. We will then send you a claim form. You must return the claim form to us within 90 days of the total disability beginning.

# WHAT DO WE EXCLUDE?

We do not cover you for any expenses incurred during a disability arising from or connected with:

- intentional self-inflicted injury or attempted suicide
- normal and uncomplicated pregnancy or childbirth
- war or warlike operations (does not apply to any benefit payable on your death)
- any injury that occurs, or sickness that first appears, before the policy commenced or whilst it is lapsed.

# **OPTIONS YOU CAN CHOOSE...**

# We offer a premium discount for an HIV/AIDS exclusion

We will discount your premium if you do not want cover for HIV/AIDS and are prepared to accept this exclusion.

# **Premium Waiver**

This insurance is available to only one life insured per policy.

Often the policy owner and the life insured are the same person. In the interests of clarity, any reference to 'you' in this section assumes that you are both the policy owner and the life insured.

# What does this cover?

If you select this type of insurance, you will not pay premiums:

- up to age 65 while you are totally and permanently disabled
- if you have income protection cover, after you have been totally disabled for 6 months and for as long as you continue to receive income protection benefits for your total disability, up to age 65
- for 12 months following retrenchment,

where the disability or retrenchment occurs whilst the policy is in force.

We will waive premiums for all types of insurances in your policy.

# **FEATURES**

Waives premiums on:

- disability
- retrenchment

You can apply between ages 18 and 54 inclusive, for professional, clerical and general occupations only. Premium Waiver is not available if you work in a special risk occupation.

# What is total and permanent disability?

The definition varies according to your work.

## If you are in paid employment#...

You are totally and permanently disabled if:

- you have a disability caused by injury or sickness,
- as a result, you are completely unable to work at your *usual* occupation, or at *any other* occupation which you are reasonably suited to by way of education, experience or training, and will never be able to do so again, *and*
- these circumstances have existed continuously over at least 6 months.
- *\* 'paid employment' also applies to you if you are self employed.*

## If you are a homemaker...

You are totally and permanently disabled if:

- you have a disability caused by injury or sickness,
- as a result, you are completely unable to do *any* normal physical domestic duties, and will never be able to do so again, *and*
- these circumstances have existed continuously over at least 6 months.

# When do we waive the premiums?

We will not charge any premium which falls due after you have become totally and permanently disabled. This benefit continues only while you are totally and permanently disabled, up to age 65.

# What if you have income protection cover?

We waive the premiums for all types of insurances in your policy which fall due after you have been totally disabled for 6 months and so long as we continue paying you income protection benefits for your total disability. We will not waive premiums which fall due after you turn 65.

The definition of total disability used is the same as for **Income Protection Plus** which is shown on page 26.

# What is retrenchment?

You are retrenched when your employer terminates your full-time employment because your position is no longer needed for the business.

We will not charge your next 12 months' premiums after you have become retrenched. This benefit is available only once in any five year period.

You must have had this type of insurance and have been employed full-time by the same employer continuously for the 12 months before your retrenchment.

# WHAT CONDITIONS APPLY?

# When does this type of insurance end?

Your insurance will continue until the earliest of the following:

- you turn 65
- you stop paying premiums
- your death.

# We will not waive recent increases in premiums

If you increased any benefit in the 12 months prior to retrenchment, we will waive only the premium which applied to the previous benefit amount before the increase.

We will not waive premiums for any benefits or types of insurances which you added after you were retrenched or suffered an injury or sickness causing your disability.

The only exception is where we increased the premiums in line with the inflation linked option.

# WHAT DO WE EXCLUDE?

We do not cover you for *disability* or *retrenchment* arising from or connected with:

- intentional self-inflicted injury or attempted suicide
- normal and uncomplicated pregnancy or childbirth
- war or warlike operations
- any injury that occurs, or sickness that first appears, before the policy commenced or whilst it is lapsed.

We do not cover you for retrenchment if:

- immediately before your retrenchment, you were:
  - self-employed
  - an independent contractor
  - employed by a member of your immediate family or your family company or your family trust
  - a partner in a partnership
- you are retrenched more than once from the same employment.

# Your Personal Information and Privacy

The privacy of your personal information has always been important to us at the National Australia Bank Group ("**Group**"). The Group is the National Australia Bank Limited and its subsidiaries such as MLC Ltd and Custom Service Leasing Limited (trading as Custom Fleet). It includes all our banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations.

This statement is an outline of certain matters relating to the collection and handling of your personal information by the Group.

The statement is for you if you are:

- a customer of the Group ("Customer"); or
- a representative of a Customer (for example, a signatory), a beneficiary (which includes a potential beneficiary) or some other kind of third party relevant to a Customer (for example, a guarantor) (each a "Third Party").

A further explanation of our privacy practices is set out in our Privacy Policy.

# **Collecting your personal information**

The purposes for which your personal information is collected will depend on the organisation with which you deal. Personal information is collected by Group organisations offering:

- banking and finance products or services such as personal accounts, loans, credit cards, term deposits, internet banking, e-commerce, derivatives, leasing and related lifestyle products or services
- financial planning or broking services or investment products such as managed funds, investment services, superannuation funds, investment bonds, retirement savings accounts and related lifestyle products or services
- trustee or custodial services such as safe deposit boxes or custody of assets for managed funds or superannuation funds
- life insurance products or general insurance products which includes those offered in conjunction with other Group products or services.

If you are, or may be, acquiring or have acquired a product or service from a Group organisation, it will collect your personal information for the purposes of:

- providing you with the relevant product or service (including assessing your application and identifying you)
- managing and administering the product or service
- protecting against fraud where it is a banking and finance, or insurance, product or service.

Group organisations may also collect your personal information for the purpose of letting you know

about products or services from across the Group that might better serve your financial, e-commerce and lifestyle needs or promotions or other opportunities in which you may be interested.

If you are a representative of a Customer then your personal information will be collected for the purpose of identifying you.

If you are a beneficiary your personal information will be collected for the purpose of determining whether you will be paid a benefit that has become payable upon another person's death.

If you are any other type of Third Party your personal information will be collected for the purpose of providing the Customer with the relevant product or service (including assessing their application and identifying them), managing and administering the product or service or protecting against fraud where it is a banking and finance or insurance product or service.

If a Group organisation does not obtain the information it seeks it may not be able:

- to process your request
- to manage or administer your product or service
- to tell you about other products or services from across the Group that might better serve your financial, e-commerce and lifestyle needs
- if you are a representative, to verify your authority to act on behalf of a Customer
- if you are a beneficiary, to consider the information you have not provided in determining whether you will be paid a benefit
- if you are another type of Third Party, to provide a Customer with the relevant product or service (including assessing their application and identifying them), manage and administer their product or service or protect against fraud.

# Using and disclosing your personal information

In line with modern business practices common to many financial institutions and to meet your specific needs (such as where you have a financial adviser) we may disclose your personal information to the organisations described below. Where your personal information is disclosed we will seek to ensure that the information is held, used or disclosed consistently with the National Privacy Principles in the Privacy Act 1988 (Cth), any relevant Health Privacy Principles under state legislation<sup>1</sup> and other applicable privacy laws and codes.

<sup>1</sup> For example, those contained in the Health Records Act 2001 (Vic) or the privacy provisions in Part 2 of the Health Records (Privacy and Access) Act 1997 (ACT).

### The relevant organisations are those:

- involved in providing, managing or administering your product or service such as third party suppliers, other Group organisations, loyalty and affinity program partners, printers, posting services, call centres, lenders mortgage insurers and our advisers
- which are Group organisations who wish to tell you about their products or services that might better serve your financial, e-commerce and lifestyle needs or promotions or other opportunities, and their related service providers, except where you tell us not to
- who are your financial adviser and their service providers
- involved in maintaining, reviewing and developing our business systems, procedures and infrastructure including testing or upgrading our computer systems
- involved in a corporate re-organisation
- involved in a transfer of all or part of the assets or business of a Group organisation
- involved in the payments system including financial institutions, merchants and payment organisations
- involved in product planning and development
- which are your representatives including your legal advisers
- as required or authorised by law, for example, to government or regulatory bodies for purposes related to public health or safety, the prevention or detection of unlawful activities or to protect public revenue
- where you have given your consent.
- In addition, for Group organisations offering:
- banking and finance products or services other organisations to which personal information is usually disclosed are card producers, card schemes, credit and fraud reporting agencies, debt collection agencies, mortgage insurance companies, your guarantors, organisations involved in valuing, surveying, or registering a security property or which otherwise have an interest in such property, purchasers of debt portfolios, underwriters, reinsurers and other organisations involved in our normal business practices (such as securitisation)
- financial planning or broking services or investment products – other organisations to which personal information is usually disclosed are superannuation and managed funds organisations and their advisers, organisations in which you invest and other organisations involved in our normal business practices (such as securitisation)

- trustee or custodial services other organisations to which personal information is usually disclosed are superannuation and managed funds organisations and their advisers and other organisations involved in our normal business practices
- life insurance products or general insurance products – other organisations to which personal information is usually disclosed are medical professionals, medical facilities, health authorities, assessors, underwriters, reinsurers, fraud detection agencies and other organisations involved in our normal business practices.

Your personal information may also be used in connection with such purposes.

Because we operate throughout Australia and overseas, some of these uses and disclosures may occur outside your State and Territory.

## Consent

It is our practice to seek your consent to use or disclose your personal information to tell you about, and develop, other products or services from across the Group that might better serve your financial, e-commerce and lifestyle needs, or other promotions or opportunities in which you may be interested. This may be done after an initial marketing contact. We assume we have your consent to use service providers to assist us with this (such as a posting service or an advertising agency), unless you tell us otherwise (see "Contacting Us", below).

## Gaining access to your personal information

You can gain access to your personal information. This is subject to some exceptions allowed by law. We will give you reasons if we deny access.

Contact us to get a form requesting access (see "Contacting Us" below). In some cases, we may be able to deal with your request over the telephone or over a counter.

## **Contacting Us**

To obtain more information about how we manage your personal information, or if you would like a copy of our Privacy Policy or a form requesting access, please call us on one of the numbers appearing on the back cover of this PDS, or check our website at **mlc.com.au**. MLC Limited ABN 90 000 000 402

Application Number

		 _
New	policy	

Addition to existing policy

# Application Form MLC Personal Protection Portfolio



Issue 1 Preparation date: 10 September 2003

Please ensure that the full and unaltered Product Disclosure Statement ('PDS') which was prepared on 10 September 2003 was attached to this application form when you received it and that you have read the PDS before completing this form. You should note that the law prohibits any person from passing onto another person this application form unless it is attached to or accompanied by the complete PDS. Should you require a printed version of this PDS, please contact MLC Protection Services and one will be forwarded to you without charge.

Before you sign this Application form, MLC or your financial adviser is obliged to give you a current Product Disclosure Statement (which is a summary of important information relating to the MLC Personal Protection Portfolio). The Product Disclosure Statement will help you to understand the product and decide if it is appropriate to your needs.

# How to apply

- **1** When completing the Application Form please:
  - use a black pen
  - use BLOCK LETTERS only
  - use ✓ in boxes
  - if you make a mistake, do not use correction fluid, instead cross out the error, initial the change and be sure to date it.
- **2** Complete any additional questionnaires at the end of the form if requested to do so.
- **3** If you intend to have your payments:
  - debited directly to your bank account, complete the attached Direct Debit Request Schedule on page 44
  - debited directly from your bank credit card, complete the attached Credit Card Deduction Authority on page 45.
- 4 If you are making your first payment by cheque, make it payable to *MLC Limited*.
- **5** The Application Form, a copy of your quotation, Direct Debit Request Schedule or Credit Card Deduction Authority (if applicable) and cheque should be either:
  - handed to your Financial Adviser, or
  - mailed to one of the addresses appearing on page 63 of this Application Form.

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# What you must tell us 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. You have the same duty to disclose those matters to the insurer before you extend, vary or reinstate a Contract of Life Insurance.

Your duty, however, does not require a 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 his/her business, ought to know;
- for which your duty of compliance 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 three 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 three years of entering into it, elect not to avoid it but reduce the sum that you have been insured for in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

Your Duty of Disclosure continues until the Contract of Life Insurance has been accepted by the insurer and a policy is issued. It also applies if you seek to extend, vary or reinstate the Contract.

# **Need help?**

Call your Financial Adviser, or MLC Protection Services 8am to 8pm (EST time) any working day on one of the numbers appearing on page 63 of this Application Form.

# THIS PAGE FOR FINANCIAL ADVISER'S USE ONLY (These details also apply to any Supplementary Application(s) submitted)

Financial Adviser's instructions C	omplete details relevant to this	application							
Name of Financial Adviser	Business phone/fax/mobile	e	Email	ML	C Divis	sion	Fina Advise		%
1.	Ph ( ) Fax ( ) Mobile								
2.	Ph ( ) Fax ( ) Mobile								
3.	Ph ( ) Fax ( ) Mobile								
A. Remuneration payment type:			. National Australia Gro	up Fin					
Up-front Hybrid	Level		/FN Number		۲   (	leferrin	g BUID ı	numbe	ir
Class C Income Protection is paid on Le	vel basis		eferring name						
Reason for sale <i>(tick the most relevant box</i> Pe	and circle the specific need). rsonal/Family protection needs	of	e you aware of any circun the risk involved which a this application?						
Business protection needs (e.g. Keyperson, B	Jy/Sell, Business expenses, etc.)								
Estate planning needs (e.g. Estate f this application is for Buy/Sell purpose, ha		Ye	What are they?	?					
been entered into or is one being legally dra									
Do you agree to our contacting the client di we need to clarify any answers or omission									
Are you or do you represent a registered life	insurance broker? No Yes [		Financial Adviser's Before sending this app			NLC, pl	ease ch	eck th	e following
Nas this sale a same day sale as described of the Code of Practice?	in paragraph 11 No Yes		have been done:		h		- <b>F</b> k	h	-
Special Instructions			All relevant question	rm has	been				
		_	Insured and Policy		. ,	Forms	have bee	en atta	ched
		-111	(if required).						
Signature(s) of Financial Adviser(s)		- 11	marked 'Not Negot	iable' ł	ias be	en atta	ched.		
<b>X</b> 1.			The required copy the application.						
		=	The Direct Debit Re Authority on page 4	-		•	-	r Credi	Card Deduction
<b>2</b> .	X2.     The Statement of Advice is attached (if required).								
X3.       If you are a National Australia Group Financial Adviser the correct postal address is being used.				the correct					
UNDERWRITING DECISION Office	<b>Use only</b> Accepted as p	roposed	Smoker		Sigr	nature			
			Non-Smoker			Date		/	/
Initial Premium Advice Financial Adviser must complete	but do not detach				Am	ount Co	llected		Date Collected
י הומווטומו המעופרו ווומפו נטוווטופוט		PPL		\$					/ /
Applicant – Print Surname and Initials	Division Financial Adv	iser Number	Paid in by – <i>Prii</i>	nt Surn	ame ai	nd Initia	ls		Date / /
_	[		1						

# A LIFE TO BE INSURED INFORMATION

# To be completed by the Life to be Insured

If there is more than one Life to be Insured, use this form for one person and complete a Supplementary Application for each additional person.

## 1 Person whose Life is to be Insured

	3			
Male	Female	Marital Status		
Date of Birth		(Bank Adviser U	se Only)	
/	/			
What is your	relationship to t	he Policy Owner	(s)?	
		<b>_</b>	(-)	
	rmanent residen	t of Australia?		
Yes	Go to Question			
No H	low long have yo			
	ved in Australia?		yrs	m
N I	/hat was your la	st country of res	idence?	
Have you ap	plied or are you i	intending to appl	y for perma	nent reside
Yes P	lease give detail	S		
No R	eason for not ap	nlvina		
		piying		
		ріуніў		
Home Addres		prying		
		piyilig		
		piyilig		
		Postcode		
Home Addres				
Home Addres	SS			
Home Addres	SS			
Home Addres	SS			
Home Addres	ss ss for Notices*	Postcode		
Home Addres	ss ss for Notices* tails	Postcode	act Time	
Home Addres	ss ss for Notices* tails	Postcode	act Time I am/pm	
Home Addres	ss ss for Notices* tails ber	Postcode	am/pm	Day(s)
Home Addres	ss ss for Notices* tails ber	Postcode Postcode Best Cont	am/pm	

# **B** BENEFIT INFORMATION

# Insurance selection? Tick this box to confirm that a copy of the full MLC Personal Protection Portfolio premium quotation has been attached to this Application Form. The quotation provides the details of the insurance benefits and options being applied for. We need this so we can assess your application. **C POLICY OWNER INFORMATION** 1 How many people are to be insured under this policy? The acknowledgments and declarations of the Policy Owner(s) in this application also apply to any Supplementary Application(s) submitted. 2 Who is to own this policy? Individual(s) Partnership Trust Company If the Policy Owner is a Company, % percentage of shares in that company held by the Life to be Insured. 3 Are you the Life to be Insured? No Go to next question Yes Go to D Nomination of beneficiary 4 Please complete the ownership details below Title Surname Given names OR Trust/Partnership/Company Name Date of Birth MEID (Bank Adviser Use Only) 1 / Title Surname Given names OR Trust/Partnership/Company Name Date of Birth MEID (Bank Adviser Use Only) 1 1 Postal Address for Notices (if different from Life to be Insured)\* 5

\* If there is more than one policy owner, Notices will be sent to the first policy owner listed above. The first policy owner agrees to provide a copy of each Notice to each other policy owner, and the other policy owners appoint the first policy owner as their agent for notice.

Postcode

SECTION C continued overleaf

## **Contact Details**

Home number	Best Contact Time Day(s)
( )	am/pm
Work number	Best Contact Time Day(s)
( )	am/pm
Mobile	Fax
	()

# **D** NOMINATION OF BENEFICIARY

To be completed by the policy owner(s). Complete this section if you wish the death benefit to be paid to someone other than yourself. This facility only applies if you select Life Cover.

This allows you to nominate who MLC will pay the death benefit to under Life Cover for this application. This is only available for insurance taken out for non-business purposes.

List below your nominated beneficiary(ies) and the portion of benefit you would like each to receive. To ensure your nomination is effective you should nominate a named person or your legal personal representative.

If you want to nominate more than 3 persons, complete additional details on a separate sheet and sign and date it. You may nominate up to 6 people to each receive a share of the life cover benefit.

Leave this section blank if you wish the death benefit to be paid to the Policy Owner.

First beneficiary – Full	name and address	
Date of birth	Relationship to you	Portion of benefit
/ /		%
Second beneficiary – I	Full name and address	
Date of birth	Relationship to you	Portion of benefit
	] [	0/
		%
Third beneficiary – Ful	I name and address	
Date of birth	Relationship to you	Portion of benefit
		%

# E DIRECT DEBIT REQUEST SCHEDULE

Complete this section if you want to pay your premiums by automatic deduction from your nominated financial institution account.

I/We,

Surname (or Company/Business Name)

Given Name(s) (or ACN/ABN)

Surname

Γ

Given Name(s)

request MLC Limited (ABN 90 000 000 402) (user ID No. 000 108) and/or MLC Lifetime Company Limited (ABN 94 000 000 420) (user ID No. 000 108) and/or MLC Investments Limited (ABN 30 002 641 661) (user ID No. 022 779) to draw money from my/our account conducted with:

## Name and Address of Financial Institution

Account Number
he full range of financial institution accounts. institution before completing this Schedule.
id?
y Yearly
rect debits to take place in the:
Second half of the month
ebit Request Schedule is governed by st Service Agreement on pages 8 and 9 and the terms and conditions of the es. I have read and agree to the terms

### Signature(s) of Financial Institution Account Holder(s)



# F CREDIT CARD DEDUCTION AUTHORITY

Complete this section if you want to pay your premiums by charging your nominated credit card.		Compan
I, (Cardholder name)		
		Sum Ins Aonthly
authorise MLC to charge my		\$
Bankcard Mastercard Visa	k	s this a
Card number		Type of
		<u>}</u>
Expiry date		Compan
or any replacement/substituted card, for the premiums due on the policy.		Sum Ins Aonthly
Tick this box if this credit card deduction is for		\$
the initial premium only	l	s this a
both the initial and ongoing premiums	+ V	'ou sho
ongoing premiums only – a cheque is attached for the initial premium		policy
If making <b>regular payments</b> from your credit card how frequently will premiums be paid?	2	lf you apply
Monthly Half-yearly Yearly		No
Cardholder signature		Yes
X Date / /	3	Have post stand
		No
G DIRECT PAYMENT OF PREMIUMS		Yes
Complete this section if you want to pay your premiums direct to MLC.		
I wish to pay my premiums directly to MLC:		
Half-yearly Yearly	4	Are y
MLC will send you notices for premiums prior to the due date.	ľ	accio disat
H EXISTING INSURANCE DETAILS		ever Cent
To be completed by the Life to be Insured		No
<b>1</b> Are you covered by, or are you applying for other life, disability, critical illness, income protection, or business expenses insurance with any company including MLC (other than this application) – including		Yes

Company	Policy Number
Sum Insured or Monthly Benefit Waiting period \$ Is this application replacing this insurance?*	or business expenses: Benefit period
Type of Insurance	Commencement Date
Company	Policy Number
Sum Insured or If income protection of Waiting period \$	or business expenses: Benefit period
Is this application replacing this insurance?*	No Yes
You should not cancel the existing policy(s a policy document from MLC.	s) until you have received
2 If you are replacing existing Critical Illness apply for the removal of the Critical Illness	· •
No <b>Go to next question</b>	
Yes Please provide proof of the Have you ever had an application for insur	
postponed, cancelled, accepted with an ex standard premium, or modified in any way	clusion or a higher than
No Go to next question	
Yes Give details	
4 Are you in receipt of or have you ever mac accident or sickness (including lump sum disablement, workers' compensation or th ever applied for unemployment, sickness of Centrelink or Veterans Affairs Benefits?	total and/or permanent ird party insurance) or have yo

**Commencement Date** 

benefits under superannuation or business or credit insurance?



Yes

Go to next question

Give details for each. If there is not enough space here, please complete additional details on page 60.

D

Type of Insurance

Give dates, benefit type, reasons and date finalised

Go to next question

# I PERSONAL QUESTIONNAIRE

# To be completed by the Life to be Insured

If there is insufficient space to fully answer a question, use page 60.

- What is your full-time occupation? 1
- 2 In which industry do you work?
- 3 Describe your duties including hours per week and percentage of your time doing manual work (eg. driving, lifting, cleaning etc).

Duties	Hours per week	% manual

- 4 What is the name of your employer or your trading name?
- 5 What is the address of your employer or business? (Street address only)

	Postcode		
6	Do you directly or indirectly own part or all of practice in question 4 above? <b>Answer Yes if your own company.</b>		oyee o
	No Go to Question 18		

Percentage of ownership

Yes

	· · · · · · · · · · · · · · · · · · ·
7	Have you or any business with which you have been associated ever
	been made bankrupt or placed in receivership, involuntary liquidation of
	under administration?

%

No	Go to next question
Yes	Please give details including dates

8 What were your earnings before tax from your full-time occupation for the last 12 months? Do not include investment income.

Earnings: where the Life to be Insured is self-employed i.e. directly or indirectly owns part or all of a business or practice - earnings means the income of the business or practice generated by the personal efforts of the Life to be Insured after the deduction of their appropriate share of business or practice expenses in generating that income.

	(a figure is required in each box)
Gross income (revenue)	\$
Less Business expenses	\$
Net income	\$

9	Will your annual income continue at or beyond	this level?
	No Reason for decrease	
	Yes	
10		e Protection ess Expenses
11	How long have you been self-employed in your present occupation or employment?	yrs mths
12	Has the business traded profitably over the past	tyear?
	No Give details	
	Yes	
13	Does the business employ any people other that	n vourcolf?
13		
	No Go to next question	
	Yes How many full-time? How	w many part-time?
14	Are you applying for Business Expenses Insuran	ice?
	No Go to Question 22	
	Yes List the monthly expenses to L	be covered below:
	<i>Note:</i> Covered expenses are the reasonable and re business or practice the Life to be Insured owns an	
	Rent or mortgage payments	\$
	Property rates and taxes	\$
	Equipment or motor vehicle lease costs	\$
	Electricity	\$
	Heating and water	\$
	Cleaning and laundry	\$
	Depreciation of office equipment and premises the business owns	\$
	Salaries and associated costs for employees not generating business income	\$
	Accounting services	\$
	Professional association	\$
	Business insurance premiums	\$
	Other regular monthly business expenses	
	normally incurred (please specify)	\$
		\$

## **Total Business Expenses**

15 Number of employees who generate business income (other than yourself)

\$

16	What percentage of the total expenses responsible for?	are you	%	25	What is th	e average nun	nber of hours y	ou worked	per week over th	ie last year?
17			ua ta anarata?		Full-time	occupation	hrs	Second o	occupation	hrs
17	In the event of your total disability, will No <b>Go to Question 22</b>				What was	your previous	occupation?			
	Yes Give details, including percent	age of ongoing tradir	ng capacity							
			ig oupdoily	27	How long	were you in th	nat occupation?		yrs	mths
	Now go to Question 22			28	What profe	essional or tra	de qualification	s do you ha	ave?	
18	What were your earnings <b>before tax</b> fro the last 12 months? <b>Do not include in</b>		cupation for							
	<b>Earnings:</b> where the Life to be Insured is or indirectly own part or all of a business total remuneration paid by the emplo- including salary, commission, fees, reg and fringe benefits. It also includes r contributions paid by the employer on	or practice – earning over to the Life to be gular bonuses, regul regular superannual	s means the e Insured ar overtime tion	29	Do you pl No		overseas, live xt question		another countr	y?
	Total remuneration package \$					Where?				
19	Will your annual income continue at or be	evond this level?				For what re	ason?			
	No Reason for decrease					If more that	n one country	, specify tir	me in each cou	ntry
	Yes			30	Do you no	ow or do you i	intend to take	part in any	/ of the following	activities?
20	Were any of the following insurances cl	hoson?			-	as a pilot or	No	Yes		
20		Income Protection				aircraft			f you answered	
	Premium Waiver					car, motor cy	/cle or		ny of these, cor astimes Questio	
	• Total and Permanent Disability as a C	ritical Condition				boat racing water diving		, <b>р</b> а	age 55	
	No Go to Question 29					Ū			fucu anourand	(Vaci ta
	Yes					all, parachutir gliding	ig,	a al	f you answered ny of these, giv	re full
21	Are you a public servant?					hazardous pu			etails of each b here is not enou	
	No					ies or sports competitive ju		h h	ere, please list	on page 60
	Yes					ain climbing, ain biking)	ı.			
<b>วว</b>	What percentage of your time was sper	at 🗌								]
~~	working from home over the last year?		%		Activity					
23	How long have you been in your				Location	1				
	present occupation?	yrs	mths		Amateu	r Profe	essional	Events/h	nours per year	
24	Do you have any occupation other than d	escribed in question	1 on page 46?		Other d					
	No Go to next question									
	Yes What is this occupation?									
	Duties of this occupation									
	How long have you been	yrs	mths							
	in this occupation?	-								
	this occupation	\$								

I

31	Does a loading or exclusion apply to any of the activities listed in
	question 30? (MLC or your Financial Adviser will tell you this
	and give details.)

	and give details.)		No Go to next question
	No Go to next question Yes - Loading I understand that a loading of % or \$ p.a. per \$1000 sum insured will apply on the cover due to my participation in	38	Yes       If you are applying for Total and Permanent Disability, Income Protection, Business Expenses or Premium Waiver insurance, complete the Back/Neck Disorder Questionnaire on page 57, otherwise give details at Question 51.         Have you ever had any disorder of the joints or muscles, arthritis, gout or repetitive strain injury?         No       Yes         Complete the Joint/Musculoskeletal Questionnaire on page 58
	Yes I understand that no benefit will be paid under this policy in the event of a claim caused by or contributed to by practice for, or participation in: Football Underwater diving Aviation		Have you ever had treatment or counselling for depression, or any nervous, anxiety, stress or mental disorder? No Yes Complete the Mental Health Questionnaire on page 59 Have you already arranged medical requirements in connection with this application? No Go to next question
32	Have you had any occupational incident in the last 6 months that may lead to infection with HIV, Hepatitis B or C? No <b>Go to next question</b> Yes Please give dates and details		Yes Blood tests arranged Go to next question Medical/Health Evaluation arranged With: Usual doctor Paramedical service Consultant physician
33 34	Are you carrying the Human Immunodeficiency Virus (HIV) which causes AIDS, antibodies to that virus, or are you suffering from AIDS or any AIDS related condition? No Yes Since 1980, have you had sexual intercourse with someone you know or suspect to be HIV positive, or have you engaged in male to male sexual activity?	41	Do you drink alcohol? No  Go to next question Yes Number of standard drinks: per day or per week Note: one standard drink = 1 glass of beer/wine/nip of spirit Have you smoked tobacco or any other substance or used any
35 36	No       Yes       A confidential questionnaire will be sent to you to complete and return to MLC's Chief Medical Officer.         Have you ever had asthma?       Complete the Asthma Questionnaire on page 56         Have you ever had any cyst, mole or skin lesion requiring medical advice or treatment?       Complete the Cyst/Mole/Skin Lesion Questionnaire on page 56	43	nicotine-containing product in the last 12 months?       No     Go to next question       Yes     What type? e.g. cigarettes, gum, patch     Daily quantity       What is your height?     Cm       What is your weight?     kg

L

**37** Have you ever had a strained back, sciatica, whiplash, spondylitis or any other back, neck or spinal problem?

Do you have or have you ever had any of the following?								
If you answer 'Yes' to any item in this question please give details at Question 51.	ltem Code	No	Yes		Co		No	Yes
Heart complaint, high blood pressure or high cholesterol	а			46	Other than already stated, have you in the last 5 years:			
Epilepsy or any neurological disorder	b				Taken any prescribed medication on a regular or a ongoing basis? (other than for colds or flu)	a [		
Stroke or vascular disorder	C				Used (by mouth, inhalation or injection) any drug	<b>.</b> [		
Lung complaint	d				not prescribed by a doctor, other than medicines purchased at a chemist?	ן מ		
Diabetes, bowel, kidney or bladder disorder	е			47	Do you NOW have any other disability, illness, injury	Γ		
Alcohol or drug dependence	f				or symptoms not already mentioned?	L		
Professional advice to reduce alcohol consumption	g			48	Do you contemplate seeking any advice, test,	[		
Migraine, persistent headache or chronic fatigue	h				-			
Disorder of the reproductive system (e.g. prostate, ovary), abnormal pap smear or sexually transmitted disease	i			Fen	· · · · · · · · · · · · · · · · · · ·			
Cancer or leukaemia	j			49	Have you had any complications of pregnancy or childbirth?	?		
Haemophilia or blood disorder	k				No Yes Give details at Question 51			
Liver disorder, hepatitis or test indicating past or present hepatitis infection	I			50	No Yes			
Any allergies, skin disorder, or disorder of the eyes, ears, nose or throat	m							
Any other operation, disability, illness or injury, medical investigation or test (e.g genetic test, mammogram, ultrasound, ECG) not already mentioned	n							
	If you answer 'Yes' to any item in this question please give details at Question 51. Heart complaint, high blood pressure or high cholesterol Epilepsy or any neurological disorder Stroke or vascular disorder Lung complaint Diabetes, bowel, kidney or bladder disorder Alcohol or drug dependence Professional advice to reduce alcohol consumption Migraine, persistent headache or chronic fatigue Disorder of the reproductive system (e.g. prostate, ovary), abnormal pap smear or sexually transmitted disease Cancer or leukaemia Haemophilia or blood disorder Liver disorder, hepatitis or test indicating past or present hepatitis infection Any allergies, skin disorder, or disorder of the eyes, ears, nose or throat Any other operation, disability, illness or injury, medical investigation or test (e.g genetic test, mammogram,	If you answer 'Yes' to any item in this question please give details at Question 51.Item CodeHeart complaint, high blood pressure or high cholesterolaEpilepsy or any neurological disorderbStroke or vascular disordercLung complaintdDiabetes, bowel, kidney or bladder disorderfProfessional advice to reduce alcohol consumptiongMigraine, persistent headache or chronic fatiguehDisorder of the reproductive system (e.g. prostate, ovary), abnormal pap smear or sexually transmitted diseasejLiver disorder, hepatitis or test indicating past or present hepatitis infectioniAny allergies, skin disorder, or disorder of the eyes, ears, nose or throatmAny other operation, disability, illness or injury, medical investigation or test (e.g genetic test, mammogram,n	If you answer 'Yes' to any item in this question please give details at Question 51.Item CodeNoHeart complaint, high blood pressure or high cholesterola	If you answer 'Yes' to any item in this question please give details at Question 51.Item CodeNoYesHeart complaint, high blood pressure or high cholesterolaEpilepsy or any neurological disorderbStroke or vascular disordercDiabetes, bowel, kidney or bladder disordere	If you answer 'Yes' to any item in this question please give details at Question 51.       Item Code No Yes       46         give details at Question 51.       Item Code No Yes       46         Heart complaint, high blood pressure or high cholesterol       a        46         Epilepsy or any neurological disorder       b        46         Epilepsy or any neurological disorder       c        47         Migraine, bowel, kidney or bladder disorder       e        47         Alcohol or drug dependence       f        48         Migraine, persistent headache or chronic fatigue       h        49         Disorder of the reproductive system (e.g. prostate, ovary), abnormal pap smear or sexually transmitted disease       i        49         Liver disorder, hepatitis or test indicating past or present hepatitis infection       I        50         Any allergies, skin disorder, or disorder of the eyes, ears, nose or throat investigation or test (e.g genetic test, mammogram, intervalue investigation or test (e.g genetic test, mammogram, intervalue investigation or test (e.g genetic test, mammo	If you answer 'Yes' to any item in this question please give details at Question 51.       Item Code       No       Yes         Heart complaint, high blood pressure or high cholesterol       a	If you answer 'Yes' to any item in this question please give details at Question 51.       Item Code No Yes       Item Code No Yes	It you answer 'Yes' to any item in this question please give details at Question 51.       Item Code Code       No       Yes       deart complaint, high blood pressure or high cholesterol       a       Gode       O       Yes       deart complaint, high blood pressure or high cholesterol       a       Gode       No       Yes       deart complaint, high blood pressure or high cholesterol       a       Gode       O       O       Yes       deart complaint, high blood pressure or high cholesterol       a       Gode       O       O       O       Yes       Item       No       Yes       Ale       O

**51** Did you answer 'Yes' to any item in questions 37, 45, 46, 47, 48 and 49?

## No

Yes

# Go to next question

• Give full and accurate details below of each instance. If you are completing any of the questionnaires at the back of this application, you do not need to give the same details here. If there is not enough space here, please list on page 60.

Question number & Item Code <i>see above</i>	Disability, illness, injury, condition or test	Test results	When did it start?	When did it cease?	Type of treatment and when treatment ceased	How long off work?	Have you completely recovered?	Name and address of Institution and attending person

- **52** Have any of your parents, brothers or sisters (living or dead) suffered from any of the following, **under the age of 60 years?** 
  - Cancer (specify type and site) Stroke
  - Heart diseaseKidney disease
- Diabetes

No **Go to next qu** 

Go to next question
Give details below

Yes Give deta	ails below	
Medical condition	Number of family members affected	If 'cancer', state type and site

- **53** Have any of your parents, brothers or sisters (living or dead) **ever** suffered from any of the following?
  - Huntington's disease
- Muscular dystrophy
- Cystic fibrosis

No

Yes

- Familial polyposis
- Any other hereditary disorder

Go to next question

Give details below

Medical condition	Number of family members affected

**54** Full name and address of your usual doctor or medical centre. *(If no usual doctor, then the last doctor you saw)* 

# This question must be completed

Doctor's Name	
Address	
	Postcode
Business Telephone	
( )	
Date of last consultation	Years known
/ /	
Reason for last check-up or cons	sultation
Result	
Medication prescribed, referral g	iven or tests ordered

# To be completed by the Policy Owner(s)

55 Have you made this application with the assistance of a Financial Adviser?

No	I acknowledge that I have chosen not to seek advice from a Financial Adviser before applying for the policy. I understand		No
	that I risk making a financial commitment to a policy that may not be appropriate to my financial needs, circumstances and objectives.		Yes
	Go to Question 58	58	Marketing co
Yes			We would like yo products and se

56 Your Financial Adviser is required to analyse your financial needs, circumstances and objectives in order to give you appropriate advice. This can only be done if you provide all the information requested.

Tick the applicable box or boxes under A or B.

Α I have provided all the information requested by my Financial Adviser to effectively analyse my financial needs, circumstances and objectives. I understand the advice my Financial Adviser has given me and its basis and I have chosen to purchase the product(s) recommended to me.

## OR

#### B I have chosen:

- not to provide all information requested by my Financial Adviser to effectively analyse my financial needs, circumstances and objectives; or
- to receive advice from my Financial Adviser only on a limited range of products or in relation only to certain of my financial objectives; or
- to purchase a different product(s) from the one(s) recommended to me by my Financial Adviser; or

not to receive any advice from my Financial Adviser.

I understand that by doing any of these, my Financial Adviser may not have been able to give me appropriate advice and that I risk making a financial commitment to a policy that may not be appropriate to my financial needs, circumstances or objectives.

**57** Have you been provided with a copy of the Statement of Advice ted for the purpose of this application?

## nsent

our approval to send you future information about other rvices that might be of interest. This is not in any way intended to change the relationship you may have with a financial adviser.

We always seek to better understand and serve your financial, e-commerce and lifestyle needs so we can offer you other products and services that aim to meet those needs as well as promotions or other opportunities. This applies to each organisation within the National Australia Bank Group ("Group") including our banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations.

To undertake these activities we may need to use and disclose your personal information amongst the Group, to your financial adviser (if any) and to service providers (for example posting services). However, this would not include your health information.

## May we please have your permission?

Yes	
No	

## If you do not mark any box we will assume that you want to hear about the products and services we have described.

The answer you are giving now will not change any specific product or service consent that you have given or will give in the future (for example, for a loyalty program, or online direct marketing).

You can withdraw your consent at any time by contacting MLC Protection Services on one of the numbers appearing on page 63 of this Application Form.

# **J** DECLARATION

## Read this section carefully before signing.

My decision to apply for MLC Personal Protection Portfolio is based on the Product Disclosure Statement for this product that I have received and my understanding of the information it contains.

I understand and agree that:

- (a) I have read the Duty of Disclosure set out on page 41. I understand that, until MLC accepts this application and issues a policy (or, in the case of an addition to an existing policy, a revised schedule), I have a duty to disclose every matter which I know, or could reasonably be expected to know, is relevant to MLC's acceptance of this application and that if I fail to comply with my duty of disclosure MLC may (as permitted by law) cancel this policy or reduce the benefits under it;
- (b) The answers to the questions in this application and any other relevant personal statement(s) and questionnaires are true and complete, and the answers given form the basis of the contract;
- (c) If any answers to the application questions are not in my own handwriting, I certify that I have checked them and they are correct;
- (d) Critical Illness insurance is subject to the medical conditions set out in the policy document and some conditions require a waiting period and a degree of severity to be eligible for the benefit;
- (e) Where I have applied for Critical Illness insurance as standalone without life cover, benefits are payable only if the Life Insured survives a deferment period of 14 days after having the Critical Illness (as defined). If the Life Insured dies within the 14 day deferment period, Critical Illness insurance will provide a nominal \$5,000 death benefit. MLC recommends that Critical Illness insurance be purchased with life cover;
- (f) Where I have applied for Income Protection or Business Expenses insurance and where I have chosen the HIV/AIDS exclusion option, then a premium discount will apply and the policy will contain an HIV/AIDS exclusion;
- (g) The amount of any benefit issued at non-smoker rates may be reduced by MLC if this application contains an incorrect statement about smoking habits;
- (h) No insurance (other than Interim Accident Insurance) is effective until MLC accepts this application and issues a policy (or, in the case of an addition to an existing policy, a revised schedule).

I authorise MLC to:

- (a) collect further medical information from any doctor, medical centre, hospital or any other health service provider identified by me in this application for the purpose of assessing my application for insurance; and
- (b) provide my personal, financial and medical information (whether provided in this application or otherwise subsequently collected by MLC with my consent) to any medical professional, medical facility, reinsurer, assessor, adviser or any other confidential service provider, now or at any time in the future, for the purpose of issuing or administering this insurance, and assessing any claim made in respect of this insurance; and
- (c) provide a copy of any test results I have undergone in connection with this application that have contributed to MLC's offer of alternative acceptance terms or refusal of my insurance application to my usual doctor as nominated at Question 54 of the Personal Questionnaire.

I acknowledge that a MLC Personal Protection Portfolio policy does not represent a deposit with or a liability of National Australia Bank Limited or any other member of the National group of companies (other than a liability of MLC Limited as insurer). Neither National Australia Bank Limited, nor any other member company in the National group of companies (other than MLC Limited as insurer) guarantees or accepts liability in respect of MLC Personal Protection Portfolio.

## If the Life to be Insured is also the Policy Owner, please note that you must sign both of these sections.

Signature of Life to be Insured			
×	Date	/	1
THE LIFE TO BE INSURED MUST COMPLE on page 53.	TE THE MEDICAL	AUTHOR	ITIES
Signature(s) of Policy Owner(s)			
X	Date	/	1
X	Date	1	1
Sole director and sole secretary (indica	te by ticking box)		
		S	ompany Stamp r Seal

## Signature(s) of Policy Owner(s)

- Parent or Guardian if Life to be Insured is under 16 years of age
- Where a company is the proposed owner of a policy there is **no** need for the company seal to be affixed.

Where **no** seal is applied then either;

- a) Two directors or a director and company secretary are to sign; or
- b) In the case of a sole director proprietary company only, the sole director is to sign. There is no need for a seal. However, the director must indicate that he/she is the sole director and sole secretary of the company.

### If a company does apply its seal, then

- a) Two directors or a director and company secretary are to sign; or
- b) In the case of a sole director proprietary company only, the sole director is to sign. He/she must indicate that he/she is the sole director and sole secretary of the company.

If paying direct from your bank account complete the Direct Debit Request Schedule on page 44.

Medical Authority	Authority to obtain a report	from a medical practi	itioner or hospital – PLEASE SIC	IN BOTH M	IEDICAL AUTHORITIES
MLC Limited N 90 000 000 402			iculars of my medical history includ n shall be as valid as the original		of any clinical notes that ha
Medical Authority	Authority to obtain a report	from a medical practi	itioner or hospital – PLEASE SIC	N BOTH M	IEDICAL AUTHORITIES
Mational Company MLC Limited N 90 000 000 402			iculars of my medical history includ <b>n shall be as valid as the original</b>		of any clinical notes that ha
MLC Limited N 90 000 000 402	Pathology Req This must be completed	-			
Title Surname	)	Given name(s)		Sex	Date of birth
					/ /
	Name and Address		Tosta required		
Family doctor – I Family doctor – I Report & Account to Chief Medical Off MLC Limited PO Box 200 North Sydney NS Phone: (02) 9957	to Collection date and time ficer Date of appointment W 2059 Time of appointment	/ /	Tests required         Multiple Biochemical Analys         Creat., Uric acid, LFTs, Elect         HIV Antibodies         Other (specify)		
Report & Account to Chief Medical Off MLC Limited PO Box 200 North Sydney NS Phone: (02) 9957	to Collection date and time ficer Date of appointment W 2059 Time of appointment	/ / am/pm	Multiple Biochemical Analys Creat., Uric acid, LFTs, Elect HIV Antibodies Other (specify)		

Life to be Insured's signature Date / /					
	 <u>×</u>	Date	/	/	

# **Financial Adviser's details**

Financial Adviser's name	Financial Adviser's number			num	ber	Telephone number	Application number		
							( )		

# Information about the HIV Antibody Blood Test

To fully assess this application for insurance, we may request you undergo an HIV antibody blood test. This test could be arranged through your own doctor, by consulting a doctor arranged by us or directly with the pathology laboratory. This test is completely voluntary. However, if you refuse the test, it could affect our willingness to accept this application.

Acquired Immune Deficiency Syndrome (AIDS) is a viral disease caused by the Human Immunodeficiency Virus (HIV) which destroys some of the white blood cells in our bodies. These white blood cells help protect our bodies against infection and cancers. Some people infected with HIV therefore suffer infections or cancers and, in some cases, direct damage to the brain by the virus. The most recent evidence suggests that the virus will persist in the body indefinitely. As yet, there is no cure for AIDS.

Following infection, there may be mild flu-like symptoms or no symptoms at all. The body subsequently manufactures antibodies to the virus, usually within 8 to 12 weeks, but occasionally longer. These antibodies can be detected by a blood test and this is the test proposed. The infected individual may remain free of symptoms for many years, but during this time may pass on the infection to others. The first symptoms may include weight loss, fever, swollen glands, diarrhoea, coughs, cancer or nervous system diseases.

## **A Positive Result**

If the result of the HIV antibody test is positive, this means:

- 1 You have been infected by HIV,
- **2** You can pass this infection:
  - (a) to any unprotected sexual partner,
  - (b) to anyone receiving your blood, donated organs or semen,
  - (c) if you are an intravenous drug user, to anyone sharing syringes or needles with you,
  - (d) if you are a woman, to a baby during pregnancy, and perhaps at birth or by breast feeding.

There is no evidence that the virus can be spread by other types of contact, such as touching, sharing eating utensils, coughing, sneezing or from mosquito bites.

**3** Full AIDS is notifiable throughout Australia. In some States and Territories, HIV infection and other early stages of the disease are also notifiable to the health authority. In most cases, notification is by name and address, though in some States, it is by code.

- **4** Knowing that you are HIV antibody positive has legal consequences in all States and Territories, although they vary. It may exclude you from some jobs and from access to some services. It can be an offence to knowingly transmit the virus or put someone at risk of infection through sexual activity. There are quarantine provisions which may be used if the authorities consider it appropriate.
- **5** In many cases, the full effects of AIDS will develop at some stage and the long-term outlook is still uncertain. As a result, life and disability insurance is unlikely to be available to anyone infected with HIV.

If the result of the test is positive, it is important that you receive appropriate counselling from a doctor. You are asked to nominate your family doctor to give you this counselling in the consent declaration contained in the Application Form attached to this PDS. You may wish to nominate an alternative doctor. We will pass a positive result on to that doctor for onward communication to you.

### **A Negative Result**

If the result of the HIV antibody test is negative, this means, either that you have not been infected or that you have been infected recently but your body has not yet had time to manufacture antibodies. However, you should be alert to the risk of becoming infected and refrain from activities which make that possible – particularly unsafe sexual practices and sharing of syringes or needles.

### **The Choice Is Yours**

You may choose not to have the test for a variety of reasons, e.g. you may feel you would not be able to cope with the knowledge of a positive result and the medical implications which follow, or you may be concerned about the social implications (discrimination, stigma, etc.). You may feel that you would like more information first, in which case you are advised to seek advice from your own doctor. If you do not have one, or would prefer advice from elsewhere, you should see a specialist counsellor on the subject. Government and community organisations provide AIDS counselling services.

If you choose to have the test arranged by us, we are concerned to protect your privacy. A positive result will not be transferred to our general records on your application for insurance.

# **Pastimes Questionnaire**

Complete the appropriate Pastime Questionnaire only if requested to do so.

To be completed by the Life to be Insured.

U	Inderwater Diving		otor car, cycle or b	oat raci	<b>ng</b> (continued	(h	
1	Do you hold a diving qualification? No <b>Go to next question</b>	3	Engine size				
	Yes Type of qualification and time held	4 5	What maximum speed				
2	How many dives do you make per year?	A	wiation				
3	What is the average depth of dives?	1	Do you hold an aviation				
4	metres What is the maximum depth of dives?		Yes Type of lice	nce and pe	eriod of time he	eld	
5	metres Do you ever dive alone?	2	Do you intend to chang other form of aviation of	other than	as shown belo		age in any
U	No Yes		No     Go to nex       Yes     Give details	t questior			
6	Do you dive in caves or potholes? No Yes Give details						
		3	Please complete numb				
			-	Crew	t year Passenger	Crew	average Passenger
			Commercial Airline		russenger	0.011	lacongo
N	Notor car, cycle or boat racing		Charter				
1	What vehicle type do you race?		Private				
•		A	Aero Club/Flying School				
			Agriculture				
2	In what events and categories do you race? (please use CAMS category descriptions where applicable)		Ultralight Helicopter				

# **Asthma Questionnaire**

*Complete this questionnaire only if requested to do so. To be completed by the Life to be Insured.* 

# Cyst/Mole/Skin Lesion Questionnaire

*Complete this questionnaire only if requested to do so. To be completed by the Life to be Insured.* 

1	When did you have your first episode?	1	Site
2	How frequently do you need to use medication (inhalers, tablets, etc.)?	2	Date diagnosed
3	Approximately how many episodes occur per year?	3	Type
-			
4	When was your most recent episode?	4	Was the cyst/mole/skin lesion removed?      No    Go to next question
5	How much time have you lost from work due to asthma in the past 12 months?		Yes When? By what method? (e.g. surgically, freezing or otherwise)
6	Have you ever been hospitalised for this condition or needed to attend a hospital, casualty or doctor's surgery for urgent treatment?		
	No Go to next question	5	Were any special tests, investigations or treatments required?
	Yes Give names of hospitals, doctors and dates		No Go to next question
			Yes Give details
7	Have you consulted any other doctor for this condition?		
	No Go to next question		
	Yes Give names and addresses of doctors and dates	6	Was the growth reported to be malignant or benign?         Malignant       Benign
		7	Have you been or are you required to attend for any further treatment or follow-up since the original removal?
•			No Go to next question
8	Are you now taking medication or have you used any medication (including steroids) within the last 12 months? No		Yes Give details of date(s) and what was advised
	Yes Give name of drug, daily dosage & date ceased <i>(if applicable)</i>		
		8	Name and address of doctor consulted
			Postcode

# **Back/Neck Disorder Questionnaire**

*Complete this questionnaire only if requested to do so. To be completed by the Life to be Insured.* 

1	When did you first suffer from a back/neck disorder?	9	ls th No	e cor	<b>b</b>	on getting worse? Go to next question
2	What is the cause of your back/neck disorder?		Yes		r	ve details
3	What is the exact nature of the back/neck disorder including symptoms?					
		10	Hav No Yes	e you	e	any recurrence of the back/neck disorder? <i>Go to next question</i> ve details
4	What area of your back/neck is affected?					
5	Give names and addresses of any doctor, physiotherapist or chiropractor consulted and approximate dates.	11	Have (a)	-		time from work due to your back/neck disorder?
			(u)	No Yes		Go to (b)
6	Have you undergone any x-ray, scan or other test? No <b>Go to next question</b>					From     /     /     To     /       From     /     /     To     /
	Yes Give details and results		(b)	Prior	to th	From / / To / /
				No Yes		Go to next question Give full details of all periods of time off work including dates:
7	What was the nature of the treatment? (e.g. physiotherapy, medication, brace, surgery)					
8	Are you still undergoing treatment?	12				letely free of all symptoms? fness, restricted movement or activities)
	No Date ceased / /		No		De	scribe your current symptoms
	Yes		Yes		Wh	nen did you last experience symptoms?

# **Joint/Musculoskeletal Questionnaire**

*Complete this questionnaire only if requested to do so. To be completed by the Life to be Insured.* 

1	Which joint/s or area/s of the body are affected? (Advise if left or right joint, where applicable).	8	<ul> <li>8 Have you had an x-ray or other test?</li> <li>No <i>Go to next question</i></li> <li>Yes Please advise details, including dates and results</li> </ul>
2	What is/was the nature of the joint disorder, including symptoms?		
3	What is the cause of the disorder?		
4	When did the symptoms first occur?	9	9 What was the nature of treatment? (e.g. physiotherapy, medication, surgery).
5	Are you completely free of symptoms? No <i>Go to next question</i> Yes When did you last experience symptoms?	10	<b>10</b> Are you still undergoing treatment?         No       When did treatment cease?
6	Go to 7         Are symptoms continuous?         No       How often do you experience symptoms?	11	Yes 11 Have you lost time from work due to this disorder? (a) In the last 12 months? No Go to (b) Yes From / / To / /
7	Yes Please advise the names and addresses of doctors consulted.		From     /     /     To     /       From     /     /     To     /
	Name       Address       Postcode		(b) Prior to the last 12 months? No Go to next question Yes Give full details of all periods of time off work including dates:
	Name		

# **Mental Health Questionnaire**

# Complete this questionnaire only if requested to do so.

To be completed by the Life to be Insured.

If there is not enough space please complete additional details on page 60 and sign and date it.

1	Please indicate the conditions you have had or received treatment for?	7	Are you currently receiving treatment?
	Anxiety including generalised anxiety, panic or phobia disorder		No When did you cease treatment? / /
	Eating disorder including Anorexia nervosa, bulimia		
	Depression including major depression, dysthymia		Yes Please advise details:
	Manic depressive illness, bi-polar disorder		
	Alcohol or other substance abuse or addiction		
	Post traumatic stress		
	Schizophrenia or any other psychotic disorder	8	Please advise the names and addresses of doctors you have consulted
	Stress, sleeplessness, chronic tiredness		including the date first and last consulted. Please complete additional details on page 60 and date and sign it.
	Other Please describe		
2	Please describe your symptoms including the date they started and how long they lasted		Doctor's name
			Doctor's address
3	Has any reason for your condition been identified?		Postcode
	No Go to next question		Date first consulted Date last consulted
	Yes Please advise details:		
		9	Has your condition ever caused you to lose time from work?
			No <b>Go to next question</b>
4	When was your condition first diagnosed?		Yes Please advise details, including dates:
5	Have you had any recurrences of this condition?		
	No Go to next question		
	Yes How many times? When?		
		10	Are you limited in your ability to work or to perform your activities of
			daily living as a result of this condition?
6	Please advise all treatments you have received, including counselling,		No Go to next question
	name(s) of medications, hospitalisation etc.		Yes Please advise details:
	Type of Treatment Date Commenced Date Ceased		
		11	Are you currently symptom free?
			No
			Yes How long have you been completely symptom free?

# To be completed by the Life to be Insured

If you use this page to provide further information, please note the page and question number the additional information refers to.

Page Number	Question Number	Further Information

# THIS PAGE IS FOR NATIONAL AUSTRALIA GROUP FINANCIAL ADVISER USE ONLY:

Third Party interest Does a third party (e.g. bank or financial institution) require the policy as security? Contact Name		Yes	Provide details l	below	No
		Tele	phone No.		
Number and Street Suburb/Town					
State			Postcode		
BSB Financial Adviser Note: Please attach completed Memorand	dum o	of Transf	er.		· · · · · · · · · · · · · · · · · · ·

# Pathology Request for Insurance

A Wational Company MLC Limited ABN 90 000 000 402

This must be completed if a blood test is required by MLC

# Life to be Insured's details

Title	Surname	Given name(s)		Sex	Date of birth					
					/ /					
Family doctor – Name and Address										
Report & Account to Collection date and time		Tests required								
MLC GPO	f Medical Officer Limited	Date of appointment / /	Multiple Biochemical Analy Creat., Uric acid, LFTs, Ele							
	Box 4397		HIV Antibodies							
	ourne VIC 3001	Time of appointmentam/pm	Other (specify)							

# Life to be Insured's consent (not to be signed prior to attendance)

I give my consent to the tests nominated above. Where one is for the presence of antibodies to the AIDS virus (HIV), I acknowledge that I have read the material provided by MLC (see over) on the implication of the test and understand its significance. I authorise the sending of a copy of the test results to my family doctor as shown above.									
No Yes									
Life to be Insured's signature	Date / /								
Financial Adviser's details									

# Financial Adviser's name Financial Adviser's number Telephone number Application number Image: Image:

# Information about the HIV Antibody Blood Test

To fully assess this application for insurance, we may request you undergo an HIV antibody blood test. This test could be arranged through your own doctor, by consulting a doctor arranged by us or directly with the pathology laboratory. This test is completely voluntary. However, if you refuse the test, it could affect our willingness to accept this application.

Acquired Immune Deficiency Syndrome (AIDS) is a viral disease caused by the Human Immunodeficiency Virus (HIV) which destroys some of the white blood cells in our bodies. These white blood cells help protect our bodies against infection and cancers. Some people infected with HIV therefore suffer infections or cancers and, in some cases, direct damage to the brain by the virus. The most recent evidence suggests that the virus will persist in the body indefinitely. As yet, there is no cure for AIDS.

Following infection, there may be mild flu-like symptoms or no symptoms at all. The body subsequently manufactures antibodies to the virus, usually within 8 to 12 weeks, but occasionally longer. These antibodies can be detected by a blood test and this is the test proposed. The infected individual may remain free of symptoms for many years, but during this time may pass on the infection to others. The first symptoms may include weight loss, fever, swollen glands, diarrhoea, coughs, cancer or nervous system diseases.

### **A Positive Result**

If the result of the HIV antibody test is positive, this means:

- 1 You have been infected by HIV,
- **2** You can pass this infection:
  - (a) to any unprotected sexual partner,
  - (b) to anyone receiving your blood, donated organs or semen,
  - (c) if you are an intravenous drug user, to anyone sharing syringes or needles with you,
  - (d) if you are a woman, to a baby during pregnancy, and perhaps at birth or by breast feeding.

There is no evidence that the virus can be spread by other types of contact, such as touching, sharing eating utensils, coughing, sneezing or from mosquito bites.

**3** Full AIDS is notifiable throughout Australia. In some States and Territories, HIV infection and other early stages of the disease are also notifiable to the health authority. In most cases, notification is by name and address, though in some States, it is by code.

- **4** Knowing that you are HIV antibody positive has legal consequences in all States and Territories, although they vary. It may exclude you from some jobs and from access to some services. It can be an offence to knowingly transmit the virus or put someone at risk of infection through sexual activity. There are quarantine provisions which may be used if the authorities consider it appropriate.
- **5** In many cases, the full effects of AIDS will develop at some stage and the long-term outlook is still uncertain. As a result, life and disability insurance is unlikely to be available to anyone infected with HIV.

If the result of the test is positive, it is important that you receive appropriate counselling from a doctor. You are asked to nominate your family doctor to give you this counselling in the consent declaration contained in the Application Form attached to this PDS. You may wish to nominate an alternative doctor. We will pass a positive result on to that doctor for onward communication to you.

### **A Negative Result**

If the result of the HIV antibody test is negative, this means, either that you have not been infected or that you have been infected recently but your body has not yet had time to manufacture antibodies. However, you should be alert to the risk of becoming infected and refrain from activities which make that possible – particularly unsafe sexual practices and sharing of syringes or needles.

### **The Choice Is Yours**

You may choose not to have the test for a variety of reasons, e.g. you may feel you would not be able to cope with the knowledge of a positive result and the medical implications which follow, or you may be concerned about the social implications (discrimination, stigma, etc.). You may feel that you would like more information first, in which case you are advised to seek advice from your own doctor. If you do not have one, or would prefer advice from elsewhere, you should see a specialist counsellor on the subject. Government and community organisations provide AIDS counselling services.

If you choose to have the test arranged by us, we are concerned to protect your privacy. A positive result will not be transferred to our general records on your application for insurance.

# Where to mail the completed Application Form:

If you arranged your MLC policy application through the National Australia Group:

Postal Address MLC Limited GPO Box 4397 Melbourne VIC 3001

MLC Protection Services 1800 002 160

All Other Business:

# **Postal Address**

MLC Limited PO Box 200 North Sydney NSW 2059

# MLC Protection Services 133 442

MLC Personal Protection Portfolio 63 of 64

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While your application for your MLC Personal Protection Portfolio, whether for a new policy or an addition to an existing policy, is being considered, we are pleased to provide the policyowner(s) nominated in the application ('you') with free interim accident insurance.

### When your interim accident insurance starts

Your interim accident insurance will start when we have received at any of our branches or head office your completed application, and one full instalment of premium, or a fully completed Direct Debit Request Schedule or Credit Card Deduction Authority.

### We rely on what you tell us

Your interim accident insurance will only be available if you and the lives insured have completed your application accurately and honestly and have complied with the duty of disclosure set out in the Application Form.

### When we will pay

We will pay you the benefits described in this certificate if a life insured dies, is totally and permanently disabled, suffers a critical condition, or becomes totally disabled, as a result of a bodily injury caused by accidental means, which occurs while you are covered by this interim accident insurance. Details are as follows:

### Accidental death and Total and permanent disability

If you applied for any of these insurances on a life insured, and that life insured dies within 12 months, or is totally and permanently disabled, as a result of a bodily injury which is caused by accidental means during the term of this insurance, we will pay you the lower of:

- \$500,000,
- the benefit you applied for on that life insured, and
- the benefit we would allow for that life insured under our normal underwriting guidelines.

### Critical illness

If you applied for critical illness insurance on a life insured, and that life insured suffers one of the following critical conditions, as a result of bodily injury which is caused by accidental means during the term of this insurance:

· loss of independence

- coma\*
- major burns\*
- major brain injury\*
   blindness\*
- paralysis\*

we will pay the lower of:

- \$250,000,
- the critical illness benefit you applied for on that life insured, and
- the critical illness benefit we would allow for that life insured under our normal underwriting guidelines.
- \* These conditions are not covered if you have applied for Critical Illness Standard.

The definitions of each critical condition that will apply are the definitions for those conditions set out in our current MLC Personal Protection Portfolio policy document, and as outlined in this PDS. Interim cover will only be provided for those conditions that are covered under the terms of the insurance for which you have applied.

### Total disability

If you have applied for income protection insurance on a life insured, and that life insured is totally disabled as a result of a bodily injury which is caused by accidental means during the term of this insurance, we will pay you the lower of:

- \$5,000 a month,
- the income protection benefit you applied for on that life insured, and
- the income protection benefit we would allow for that life insured under our normal underwriting guidelines.

We will pay this benefit each month that the life insured is continuously totally disabled after the end of the waiting period you applied for, up to a maximum of six months. If the life insured is only disabled for part of a month your benefit will be reduced proportionately.

### Conditions

Other than as varied by these terms, the following shall apply to this interim accident insurance:

- our 'any occupation' definition of 'totally and permanently disabled',
- our definition of 'totally disabled' under Income Protection Plus, and
- our standard conditions, waiting periods, limitations and exclusions, subject to any options you applied for.

These are set out in our current MLC Personal Protection Portfolio policy document, and outlined earlier in this PDS.

## We will not pay more than one benefit

We will not pay you more than one benefit under this interim accident insurance for any one accident to any life insured.

### When we won't pay

In addition to our standard exclusions (as outlined earlier in this PDS), we will not pay under this insurance for death or disability arising from or in connection with:

- any condition that you or any life insured knew about before applying for this insurance, or
- the life insured engaging in any occupation, sport or pastime that we would not cover under our normal underwriting guidelines.

### **Benefit Limits**

We will not pay any greater amount of benefit for any life insured under this insurance than a life insured would usually be eligible for under our standard policy terms and normal underwriting guidelines.

If you or the life insured are applying to replace an existing policy, the amount of any benefit will be limited to the amount (if any) by which the sum proposed to be insured under the MLC Personal Protection Portfolio application exceeds the sum insured under the policy to be replaced.

### When your interim accident insurance ends

Your interim accident insurance will end on the earliest of the following:

- 90 days after the start of this interim accident insurance,
- the policy start date following our acceptance of your application (or in the case of additional insurance, when we issue a revised schedule to you),
- when we advise you that your application has not been accepted,
- when we advise you that your interim accident insurance has ended, and
- when you withdraw your application.

### Your application for the MLC Personal Protection Portfolio

If you claim under your interim accident insurance for any life insured, we will take this into account in considering your application for insurance on that life insured. We may decide not to accept your application on this basis.

### Your duty of disclosure

Your duty of disclosure does not end on completion of your application and personal statement. Your duty continues until we accept your application and issue a policy. Your duty of disclosure is set out in your Application Form (see page 41).

### General

We may accept or reject your application as we see fit. No insurance will take effect (apart from this interim accident insurance) before we accept your application and issue a policy to you (or in the case of additional insurance, when we issue a revised schedule to you).

If your application is not accepted, any premium received by us will be refunded to you.

No agent, broker or other person is authorised to change these conditions, whether in writing or otherwise. No changes will be binding upon us.

Your interim accident cover is void if the premium payment is dishonoured.

## Financial Adviser details:

\_\_\_\_\_

Signature:

Name:

Date:

# Where to get help

# **MLC Protection Services**

For more information call MLC Protection Services from anywhere in Australia on one of the numbers below or contact your Financial Adviser.

## **Contact Details**

# All Other Business:

# If you arranged your MLC policy through the National Australia Group:

## Postal Address MLC Limited PO Box 200 North Sydney NSW 2059

GPO Box 4397 Melbourne VIC 3001

**Postal Address** 

MLC Limited

Client Enquiries 1800 002 160

# 133 442 Website

**Client Enquiries** 

For details on MLC's range of products and services visit our website at mic.com.au



