

Life Insurance

TOWER PROTECTION POLICY

Product Disclosure Statement
April 2008

PROTECTION NOW
+ FOR THE FUTURE



Risk Company of the Year 2006



Risk Company of the Year 2007



Risk Insurer of the Year 2007



Product Disclosure Statement
Dated: 30 April 2008

TOWER Australia Limited
ABN 70 050 109 450
AFSL 237848

TOWER Australian
Superannuation Limited
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AFSL 237851
RSE Licence Number L0000642

SO, WHO'D LIKE TO LIVE LIFE WITH PROTECTION + PEACE OF MIND?

Good. We've put the
information right at
your fingertips.

Introduction

It's your life, but we'll help you look after it

TOWER Australia Ltd is all about life and providing the protection you and your family deserve. This document is all about the TOWER Protection Policy and our commitment to you.

Reading this document is important because we want you to be confident our products are right for you. This document provides general information to help you understand what we are offering and compare this against other products.

The information contained in this PDS does not take into account your personal circumstances. By this PDS we do not therefore intend to give you financial product advice. Before making a final decision we recommend you talk to a licensed or authorised adviser and seek their thoughts on which product is best able to meet your individual needs, circumstances and objectives. After all while we want to provide you with a product, we want you to be confident that it is the right product for you.

We know there are other things you would rather do than read technical information, so we have kept it as simple as possible. We do this by providing you with a short Policy Overview on page 7, followed by a brief overview of the Plans available under the Policy in Section 3 of this document. We have also included the Plan Conditions, Definitions and General Policy Conditions Sections 4 and 6 so that you can consider the detail on specific elements of these products.

This PDS is up to date as at the time of preparation. From time to time we may change or update information in this PDS that is not materially adverse to your interests by giving notice of any such changes on our website, www.toweraustralia.com.au. Such changes and updates will also be available through your Financial Adviser. You may also request a hard copy of any updated information at any time free of charge.

Please take the time to read the document carefully as it is a worthwhile investment in your future.

Here for you

The products in this document include the TOWER Protection Policy issued directly to you and cover issued through the TOWER Superannuation Fund.

Both TOWER Australia Limited and TOWER Australian Superannuation Limited take full responsibility for the whole of this Product Disclosure Statement (PDS), however, neither is responsible for the products issued by the other.

If for any reason you have questions about the products in this document, we would encourage you to seek financial advice. Naturally we would be happy to answer any questions you have and can be contacted on 1800 226 364 or via our web site at www.toweraustralia.com.au. We can also give you information on your cooling off period and how we would address any complaints you may have.

If you do not have an adviser that you have used previously we can always put you in touch with someone who can help. If you would like to know if your adviser is appropriately licensed or authorised, you can check the Australian Securities and Investments Commission's website www.fido.asic.gov.au or contact ASIC on 1300 300 630 or by email at info.enquiries@asic.gov.au

Getting started

If you are satisfied that the products meet your specific needs, you will need to complete the Application Form that is enclosed at the back of this document. Once we have received your application and the initial payment, or a completed Direct Debit Payment Authority (for Credit Card payments) or Direct Debit Request (for Bank Account deductions), your time as a TOWER customer will officially commence. This will initially be under Interim Cover during our assessment of your application.



Children's Cancer Institute Australia is the only independent medical research institute in Australia solely devoted to research into the causes, prevention and cure of childhood cancer. TOWER donates \$1.50 for every completed policy to Children's Cancer Institute Australia.

Contents

About TOWER	6		
130 years of protection and care	6		
What we do, why we do it	6		
Looking out for you	6		
Big enough to make a difference, small enough to care	6		
All about this document	8		
Contact Details	8		
Terms used in this document	8		
Ensuring our product meets your needs	10		
Life Protection Plan	11		
Plan Overview	12		
Am I eligible to apply?	13		
How many people can apply on one Plan?	13		
Can my Policy be 'owned' by a superannuation fund?	13		
Is there a limit to how much cover I can apply for?	13		
Does the amount of cover increase with inflation?	14		
At what age does my cover stop?	14		
Crisis Protection Plan	15		
Plan Overview	16		
Am I eligible to apply?	16		
How many people can apply on the one Plan?	16		
How much can I apply for?	17		
Does the amount of cover increase with inflation?	17		
At what age does my cover stop?	17		
Income Protection Plan & Business Expense Plan	18		
Plan Overview	19		
Benefit Overview – Income Protection Plan	20		
Business Expense Plan	22		
Who can apply?	22		
How many people can apply?	22		
How much can I apply for?	22		
Does the amount of cover increase with inflation?	23		
At what age will my cover stop?	23		
Life Protection Plan through the TOWER Superannuation Fund	24		
Plan Overview	25		
Am I eligible to apply?	25		
How many people can apply on one Plan?	26		
Who owns the policy?	26		
Is there a limit to how much cover I can apply for?	26		
Does the amount of cover increase with inflation?	26		
How long will my cover last?	26		
Life Protection Plan Plan Conditions	28		
Benefits	28		
Death Benefit	28		
Terminal Illness Benefit	28		
Inflation Protection Benefit	28		
Advanced Payment Benefit	29		
Premium Freeze Benefit	29		
Guaranteed Personal Insurability Benefit	29		
Guaranteed Business Insurability Benefit	30		
Benefit Options at Additional Cost	31		
Total and Permanent Disability Benefit	31		
Premium Relief Option	31		
Death Buy-Back on Total & Permanent Disability	31		
Business Insurance Option	31		
Plan Exclusions	33		
Plan Adjustments		33	
Cessation of Cover		34	
Life Protection Plan Plan Definitions			34
Crisis Protection Plan Plan Conditions			36
Benefits		36	
Crisis Benefit		36	
Death Benefit		37	
Terminal Illness Benefit		37	
Inflation Protection Benefit		37	
Advancement Benefit		37	
Paralysis Support Benefit		37	
Premium Freeze Benefit		37	
Death Buy-Back Benefit		38	
Guaranteed Personal Insurability Benefit		38	
Guaranteed Business Insurability Benefit		39	
Benefit Options at Additional Cost		39	
Premium Relief Option		39	
Child's Crisis Option		40	
Total and Permanent Disability Option		40	
Crisis Buy-Back Option		41	
Advanced Payment for Cancer Option		41	
Plan Exclusions		42	
Plan Adjustments		42	
Cessation of Cover		43	
Crisis Protection Plan Plan Definitions			43
Crisis Events Definitions		44	
Income Protection Plan (IPP) Plan Conditions			48
Benefits		48	
Total Disability Benefit		48	
Partial Disability Benefit		48	
Inflation Protection Benefit		49	
Elective Surgery Benefit		49	
Concurrent Disability Benefit		49	
Recurrent Disability Benefit		49	
Waiver of Premium Benefit		50	
Extended Care Benefit		50	
Rehabilitation Expense Reimbursement Benefit		50	
Scheduled Injury Benefit		50	
Death Benefit		51	
Rehabilitation Benefit (IPP Plus only)		51	
Overseas Assistance Benefit (IPP Plus only)		51	
Accommodation Benefit (IPP Plus only)		52	
Bed Confinement (IPP Plus only)		52	
Family Support Benefit (IPP Plus only)		52	
Housekeeper Benefit (IPP Plus only)		53	
Job Security Benefit (IPP Plus only)		53	
Involuntary Unemployment Benefit (IPP Plus only)		53	
Return To Work Benefit (IPP Plus only)		53	
Benefit Options At Additional Cost		54	
Scheduled Illness Option		54	
Increasing Claim Option		55	
Retirement Protection Option		55	
Disability Plus Option		55	
Day One Accident Option		55	
Plan Exclusions		56	
Plan Adjustments		56	
Cessation of Cover		56	

Business Expense Plan			
Plan Conditions	57		
Benefits	57	Claim requirements at your expense	71
Total Disability Benefit	57	Claim requirements at TOWER's expense	72
Partial Disability Benefit	57	Following advice of a medical practitioner	72
Payment Extension Benefit	57	Your obligation regarding disability duration and severity	72
Lease Extension Benefit	58	Claims assessment	72
Loss of Profits Benefit	58	Misstatement of age	73
Inflation Protection Benefit	58	Payment of claim	73
Elective Surgery Benefit	59		
Recurrent Disability Benefit	59	Important Information	73
Waiver of Premium Benefit	59	Overview	73
Plan Exclusions	59	The Policy you receive	74
Plan Adjustments	59	Policy conditions	74
Cessation Of Cover	59	Changes to Policy conditions	74
		How to Apply	74
Income Protection Plan & Business Expense Plan		Duty of disclosure	75
Plan Definitions	60	Premiums and Charges	75
		How much will it cost?	75
TOWER Superannuation Fund	63	Are there any hidden fees?	75
Contact Details	63	Can TOWER cancel my policy?	75
Terms Used in this Section	63	Is there anything else I should know?	75
The Tower Superannuation Fund	63	Taxation	75
Trust Deed	63	Goods and Services Tax	75
Do the Trustees have Indemnity?	63	Tax deductions	76
Insurance cover under the Fund	63	Are contributions tax deductible?	76
How do I join?	63	Non-concessional contributions cap	76
What are the contribution rules?	64	Concessional contributions cap	76
Can I select a beneficiary to receive my death benefit?	64	Are contributions eligible for the government co-contribution?	76
Categories of Membership	64	Is there any tax on withdrawal?	77
Binding Nominations	65	What Tax Is Payable On Death Benefits?	78
Expiry of Binding Nomination	65	What are the spouse contribution rules?	78
Payment to beneficiary not possible	65	Spouse contribution rebate	78
Application for binding nomination	65	Do I need to provide my Tax File Number?	79
Changing categories, or moving from a category to a binding nomination	65	Privacy	80
Payment of a Death Benefit	66	Money handling requirements	81
Allocated Pension purchased with a death benefit	66	Confirmation of transactions	81
When are your superannuation benefits payable?	67	Direct Debit Request Service Agreement	81
When you do not meet a condition of release for disability payments	67	Interim Cover	82
What Is My Preservation Age?	67		
Superannuation and family law	68	Complaints	82
If a couple separates	68	Complaints resolution	82
Do I receive an Annual Report?	68	Superannuation Complaints Tribunal	83
		Complaints to the Financial Industry Complaints Service	83
General Policy Conditions	68		
Jurisdiction	68	Cooling off period	83
References to Dollar Amounts	68	Is there a cooling off period?	83
Statutory Fund	68	Life Protection Plan structured through the TOWER Superannuation Fund	83
Headings	68		
Guarantee of Upgrade	68	Interim Cover for TOWER Australia Limited	84
Changes to Policy Conditions	68		
Term of Policy and Plan	69	Interim Cover for TOWER Australian Superannuation Limited	88
Cancellations and Refunds	69		
Policy Alterations and Increases	69		
Premiums and Charges	69		
Do I have any options regarding the cost?	69		
Will the costs change?	69		
Policy fee	70		
How often do I have to pay?	70		
What happens if I forget to pay?	70		
How to make a claim	71		
Event giving rise to a claim	71		

Introduction

About TOWER

130 years of protection and care

If you are reading this document it stands to reason that you know at least a little about us and what we do (or at the very least you would like to know).

Just in case you don't know about us we would like to take this opportunity to introduce ourselves. We know that when your adviser talks to you about our products he or she needs to know about your lifestyle, your wants and needs, so we would like you to view this by way of you getting to know us a little better as well. After all, good relationships are built on trust and knowledge so we want you to know about us when you trust your insurance needs to TOWER.

TOWER Australia has been operating for over 20 years and has roots that go back more than a century. Hundreds of thousands of policyowners trust TOWER for their insurance needs, so its good to know this important protection for your family is in safe hands.

What we do, why we do it

Here at TOWER we provide life insurance, superannuation and investment solutions to our customers.

Our objective is to deliver the right products, services and information to our customers. This approach is designed to help you make informed decisions about your life insurance and superannuation needs. And our approach to informed decisions extends further to the way in which we make this information available. Because we believe that everyone can benefit from informed advice our approach is to deliver these services to you primarily through a network of advisers who can provide you with advice and assistance. Like everything we do it simply makes good sense!

Looking out for you

At TOWER, to stay ahead we know we need to be competitive and offer the right benefits and the flexibility you want. We regularly look at ways to enhance our products and our services to make sure we give you the choice and value you require. We also like to think of ourselves as being a people business that looks after your life insurance needs.

Big enough to make a difference, small enough to care

Like any business, we try do it better than anyone else. We are committed to providing excellent service and products to our customers and advisers. It is this approach which has been recognised by our customers and through industry awards. While public recognition for our hard work is not our focus it does show we are on the right track. Some of our awards over the past few years have been:

Money Magazine – Best of the Best 2008

- Gold Award – Best Term and TPD Risk Insurance TOWER Protection Policy, Life Protection Plan

Money Management – Adviser Choice Risk Awards 2007

- Winner – Risk Company of the Year
- Gold – Term and TPD Product of the Year
- Gold – Disability Product of the Year

Smart Investor – Blue Ribbon Awards 2007

- Winner – Risk Insurer of the Year
- Winner – Term and TPD Insurance
- Runner Up – Income Protection Insurance

Money Magazine – Best of the Best 2007

- Gold Winner – Best Term and TPD Risk Insurance

Plan for Life/AFA Company Products and Adviser Services Award – 2006

- Finalist - Platinum Award for Life Insurance Company of the Year
- Finalist - Term Life and TPD Insurance Award

Money Management – Adviser Choice Risk Awards 2006

- Winner – Risk Company of the Year
- Gold – Term and TPD Product of the Year
- Finalist – Disability Product of the Year

Money Magazine – Best of the Best 2006

- Silver Winner – Best Term and TPD Risk Insurance
- Silver Winner – Best Income Protection Insurance

Money Management, Personal Investor Magazine, Smart Investor, Plan for Life and Money Magazine have each consented to their respective awards being referred to in this document.

Jim Minto, Managing Director of TOWER Australia Group Ltd says TOWER holds a unique position in the Australian life insurance market driven by its desire to be a leader in the industry.

“TOWER Australia is the only publicly listed company in Australia which focuses primarily on life insurance. It is the core reason for our existence and we strive to be a leader in product development and industry issues, putting the consumer at the forefront of what we do. We see the life insurance market in Australia being one of growth and opportunity, driven by the increasing need to protect the financial well being of consumers and their families.

For TOWER to succeed, its independent financial adviser partners must also succeed and the consumer must ultimately benefit. TOWER Australia recognises that success is built on good products and good service – our business offering to the market reflects this.

Thank you for your interest in TOWER.”

Policy Overview

The TOWER Protection Policy is made up of a range of insurance Plans as outlined below. You can apply for one or more Plans under the one Policy. This gives you the flexibility to tailor a Policy to suit your personal circumstances.

A brief overview of the Plans available under the Policy is included in Section 3 of this document. As you read through this document you should refer to the Plan Conditions in Section 4 and the General Policy conditions in Section 6 for further information.

We have tried to make the explanation of our products as simple as possible, however we realise that some aspects (particularly those relating to the Plan Conditions in Section 4) can appear complex when read for the first time. We would urge you to talk to your adviser if you have any questions. Please note that each Plan can be personally tailored to suit your needs through the inclusion of benefit options.

What type of insurance is available?	What are the main risks covered? #	What does TOWER pay?
Life Protection Plan and Total & Permanent Disability	Death Terminal Illness (defined on page 35) For an additional premium – Total and Permanent Disability (defined page 35), can be attached.	The Benefit Amount as a lump sum
	Total & Permanent Disability is also available on a stand-alone basis, i.e. without Death or Terminal Illness cover A stand-alone Total & Permanent Disability Plan can also be linked to a Life Protection Plan	The Benefit Amount as a lump sum
Crisis Protection Plan	36 listed Crisis Events, such as Cancer, Stroke and Heart Attack (the Crisis Events are listed on page 36 and defined on pages 44 – 47) Death Terminal Illness	The Benefit Amount as a lump sum
	Crisis Protection Plan is also available on a stand-alone basis, i.e. without Death and Terminal Illness cover. A Crisis Protection Plan can also be linked to the Life Protection Plan	The Benefit Amount as a lump sum if the life insured survives for at least 14 days after the Crisis Event
Income Protection Plan	Total Disability or Partial Disability (defined on pages 62 and 61)	A monthly benefit up to 75% of your lost income
Income Protection Plan Plus	Total Disability or Partial Disability (defined on pages 62 and 61) plus a suite of additional benefits to enhance the Income Protection Plan	A monthly benefit up to 75% of your lost income with additional benefits
Business Expense Plan	Reimbursement of defined business expenses while you are Totally Disabled or Partially Disabled (defined on pages 62 and 61)	A monthly benefit up to 100% of defined business expenses

Definitions and conditions apply to these events. These definitions and conditions can be found in the corresponding Plan conditions beginning at page 28 of this Product Disclosure Statement.

Speaking your language

All about this document

The information in this document forms what is known as a Product Disclosure Statement (PDS). While it is a legal requirement for us to provide this information to you, we look at it more as providing you with the background you need to make an informed decision.

To make it as easy as possible to read we have structured the information in a way that provides you with general or overview information initially before moving into Plan Conditions and Definitions.

In reading the document it is important to understand that your protection needs can be met through a superannuation structure as an alternative to the usual direct Policy ownership. In order to structure your cover through superannuation, you may join the TOWER Superannuation Fund (by filling the applicable parts of the Application) and then TOWER Australia Limited will issue a Policy to TOWER Australian Superannuation Limited, the Trustee of the superannuation fund. Alternatively, the trustee of your self-managed superannuation fund may be the Policy owner.

Please take the time to read the document carefully as it is a worthwhile investment in your future.

Contact Details

If you need help with any of the products listed in this document please feel free to contact us using the details below:

- Telephone 1800 226 364; or
- Facsimile 1800 654 946; or
- On our web site www.toweraustralia.com.au; or
- At our postal address P.O. Box 142, Milsons Point, NSW 1565.

The contact details for each of TOWER Australia's State offices and for the Trustee's state offices are found on the back cover of this document.

Terms used in this document

Fund means the TOWER Superannuation Fund, RSE Licence Number L0000642.

Policy means the TOWER Protection Policy.

Plan means the product or products for which you have applied.

We, us, our, and **TOWER** mean TOWER Australia Limited.

Trustee means TOWER Australian Superannuation Limited, the Trustee of the Fund.

I, my, you and **your** mean the Policy owner unless otherwise indicated.

Life insured means the person whose life is insured under the Policy.

Linked means that the benefits payable under two policies issued separately are linked – that is a benefit payable under one policy will reduce the insurance provided under the other policy. There may be other changes to the respective policies as a result of linking. We give full details of the effects of linking in the relevant Plan Conditions beginning at page 28.

If a term or word is defined in this document, the first letter will be capitalised. You should consult the Plan Conditions to obtain the relevant meaning.

NICE +
SIMPLE



Ensuring our product meets your needs

Ensuring our product meets your needs

The information in this section provides you with an overview of each of the Plans. If you are looking to find out which Plan may best suit your needs this section is a good place to start. In addition to overview information, in this section we have included a series of questions and answers in line with issues that are commonly raised by customers. You may also like to discuss your needs with your adviser. We have set out the Plan conditions in Section 4 and General Policy Conditions in Section 6.

The ownership of the TOWER Protection Policy may be structured in two different ways:

1. you can own the Policy on your life; or
2. you can own the Policy on the life of someone else.
“Someone else” in this case might include the member of a self-managed superannuation fund of which you are trustee, your business partner, or spouse to name a few.

The Life Protection Plan structured through the TOWER Superannuation Fund is simply a variation on the second structure mentioned above.

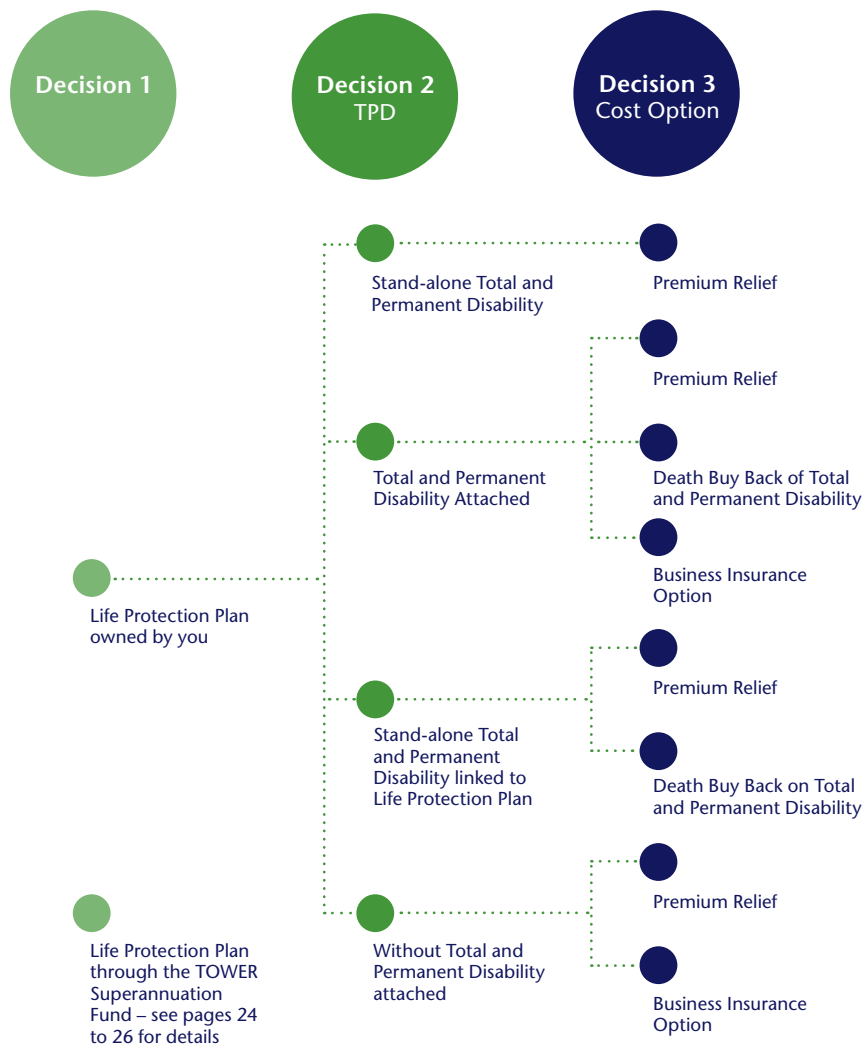
Plan Overviews

Life Protection Plan

Thinking about health concerns is never pleasant, but the greatest impact of poor health is on the people closest to us. Over the following pages we look at how the Life Protection Plan can help you be financially prepared for unforeseen problems. The information over the following pages outlines the operation of the Plan and provides you with general information (including an overview) of the Life Protection Plan.

The Life Protection Plan can be owned directly by you. Alternatively, it can be structured through your own superannuation fund or structured through the TOWER Superannuation Fund. Further explanation is set out on page 13 under “Can my Policy be owned by a superannuation fund?”.

How should you read this section? If you are in the process of considering which Policy is right for you, the plan information contained in this section is a good starting point. More detail about the benefits and how they are applied is found in the Plan Conditions in Section 4. This additional detail may help you better understand the available protection.



Plan Overviews

Plan Overview

A word of encouragement before you start. This Plan Overview is designed to be just that – an overview of the Life Protection Plan. When you want additional details, or to better understand the level of cover provided, please read through the Plan Conditions in Section 4 and the General Policy Conditions in Section 6 and discuss any issues more fully with your adviser.

So, what does the Life Protection Plan and Total and Permanent Disability cover?

As the name suggests this Plan provides **two** distinct benefits.

The **first** benefit is to provide a lump sum on the death of the life insured. We also recognise the circumstances surrounding the diagnosis of terminal illness and may in some cases pay a lump sum in advance in line with the conditions of this Policy.

The **second** form of benefit is payable if the life insured becomes Totally and Permanently Disabled (if this option is selected).

It is important to note that your Life Protection Plan can provide Total and Permanent Disability protection. If however you are looking for a product that covers Total and Permanent Disability only (i.e. as a stand-alone Plan) you should understand that it does not include the Death or Terminal Illness benefits.

Alternatively, you may link a stand-alone Total and Permanent Disability Plan to a Life Protection Plan, with both plans having separate owners. For example, you may wish to have a Life Protection Plan in the name of your superannuation fund trustee and a stand-alone Total and Permanent Disability Plan in your own name, but still link the two Plans. In this case, you should understand that the Death Benefit Amount under the Life Protection Plan will be reduced by any Total and Permanent Disability Benefit paid under your linked stand-alone Total and Permanent Disability Plan.

Once the Policy has been issued, you can rest assured that your Policy is working to protect you 24 hours a day, no matter where the life insured is in the world, subject to your Policy terms and conditions.

To provide you with the flexibility to ensure the product meets your specific needs there are not only the Standard Benefits that you expect but also a range of Optional Benefits that are available at extra cost.

Benefits – Standard

- Death Benefit*
- Terminal Illness Benefit*
- Premium Freeze Benefit
- Advanced Payment Benefit*
- Inflation Protection Benefit
- Guaranteed Personal Insurability Benefit
- Guaranteed Business Insurability Benefit

Benefits - Optional

- Total and Permanent Disability
- Premium Relief Option
- Death Buy-Back on Total and Permanent Disability*
- Business Insurance Option*

* These Benefits are not available if you choose stand-alone Total and Permanent Disability.

For further information on any of the Benefits listed you should read the Plan Conditions outlined at page 28 and General Policy Conditions at page 70.

Quite simply the options are there for the type of cover that you require – either by taking a standard level of benefits or opting to include any of a range of additional benefits that meet your needs.

Am I eligible to apply?

If you are between the ages of 16 next birthday and 75 next birthday you are eligible to apply for cover under one of the Plans. The table below indicates the type of cover and the premium we are able to offer you at various ages.

Eligibility to apply – age at next birthday	Life Protection Plan	Total & Permanent Disability	Stepped Premiums	Level Premium
16 – 55	✓	✓	✓	✓
56 – 60	✓	✓	✓	
61 – 75	✓		✓	

For an explanation of stepped and level premiums, see page 69.

How many people can apply on one Plan?

The simple answer to this question is that up to five people can be covered by the Life Protection Plan and any optional benefits specified.

Can my Policy be 'owned' by a superannuation fund?

Yes. We know and understand that most people look to superannuation to provide for their future and that you may wish to structure your life insurance within this environment. For this reason the option is available for you to elect to have the Life Protection Plan owned by the trustee of a complying superannuation fund. Quite simply this approach means the trustee becomes the Policy owner and you become a member of the fund. When benefits are paid they will be received by the trustee who will then distribute them in accordance with the governing rules of the superannuation fund.

If you are considering the option where your Life Protection Plan is owned by a trustee of a superannuation fund there are a number of issues that you should keep in mind. In some instances benefits payable to you under the Policy could be withheld by the trustee due to superannuation law or the governing rules of the superannuation fund. In effect payments can be delayed by the trustee while the conditions governing the superannuation fund are satisfied.

If you would like to know more about this option and the way in which benefits may be distributed you should contact your adviser or the trustee of your superannuation fund.

Once you have satisfied yourself that you would like your life insurance to be held by the trustee of your superannuation fund you should ensure that you complete the additional information included in our Application Form attached to this document.

If life insurance cover structured through superannuation is for you, but you don't have your own superannuation fund, you should consider applying for cover through the TOWER Superannuation Fund. This option is explained further in pages 63 – 67.

Is there a limit to how much cover I can apply for?

Put simply, that depends on what you are applying for.

Under the Life Protection Plan you can apply for any financially justifiable amount as the Benefit Amount. There is no limit! All you need to do is to carefully consider your requirements and ensure that the premium and the cover meet your needs.

If, on the other hand, you are applying for Total and Permanent Disability you are restricted to a \$3,000,000 limit. This limit is the maximum allowed for all combined insurance contracts on the same life insured undertaken with us and any other organisation.

Plan Overviews

Does the amount of cover increase with inflation?

Once your Policy is in place there is a built in Inflation Protection Benefit. The reason for this is simply to preserve the real value of your benefit. Each year your Benefit Amount is increased by the greater of the Consumer Price Index or three per cent. While the increase will occur automatically on each Policy anniversary, you can choose not to have this applied to your Policy. All you have to do is let us know. The choice is up to you. It should be noted that this increase naturally does not apply if your premiums are being waived under the Premium Relief Option.

If your Benefit Amount increases it makes sense that a new premium is then recalculated. When we do this we will take into account the life insured's age and premium type just as we did when the Policy commenced. We will not however take into account any changes in the life insured's health, occupation or pastimes.

There is no limit to the maximum amount that your Benefit Amount can be increased under this approach for the Life Protection Plan.

The Inflation Protection Benefit for the Life Protection Plan and attached Total and Permanent Disability, and stand-alone Total and Permanent Disability linked to a Life Protection Plan, will cease:

- at the Policy anniversary prior to the life insured's 100th birthday; or
- when you ask us not to increase the Benefit Amount.

Please note that at the Policy anniversary prior to the life insured's 65th birthday you will be notified of changes to the Total and Permanent Disability Benefit Amount. If your Total and Permanent Disability Benefit is attached or linked to a Life Protection Plan the amount will be the lesser of the amount shown in your latest Policy Schedule and \$1,000,000. When the Total and Permanent Disability Benefit Amount reaches or is reduced to \$1,000,000 after the life insured's 65th birthday, the Inflation Protection Benefit will cease.

For stand-alone Total and Permanent Disability, the Inflation Protection Benefit will cease:

- at the Policy anniversary prior to the life insured's 65th birthday; or
- when you ask us not to increase the Benefit Amount.

At what age does my cover stop?

Insurance cover is all about providing protection to meet your needs. Over time these needs change so it is appropriate that the type of coverage and the way in which premiums are calculated change over time.

The Plan end date for the Life Protection Plan is the Policy anniversary prior to the life insured's 100th birthday.

It is important to note that in the later stages of the Plan differences also exist in the way in which premiums are applied. While you are able to select level premiums where the life insured is between the ages of 16 next birthday and 55 next birthday, this approach is replaced by stepped premiums at the Policy anniversary prior to the life insured's 65th birthday. These stepped premiums then continue until the Plan end date.

The Total and Permanent Disability definition also changes as the life insured gets older. If your Total and Permanent Disability Benefit is attached to your Life Protection Plan, or you have a stand-alone Total and Permanent Disability Plan linked to a Life Protection Plan, at the Policy anniversary prior to the life insured's 65th birthday the Total and Permanent Disability definition changes to: Loss of Independent Existence; or Loss of Limbs; or Blindness.

If your Total and Permanent Disability Benefit is stand-alone, this cover will end at the Policy anniversary prior to the life insured's 65th birthday.

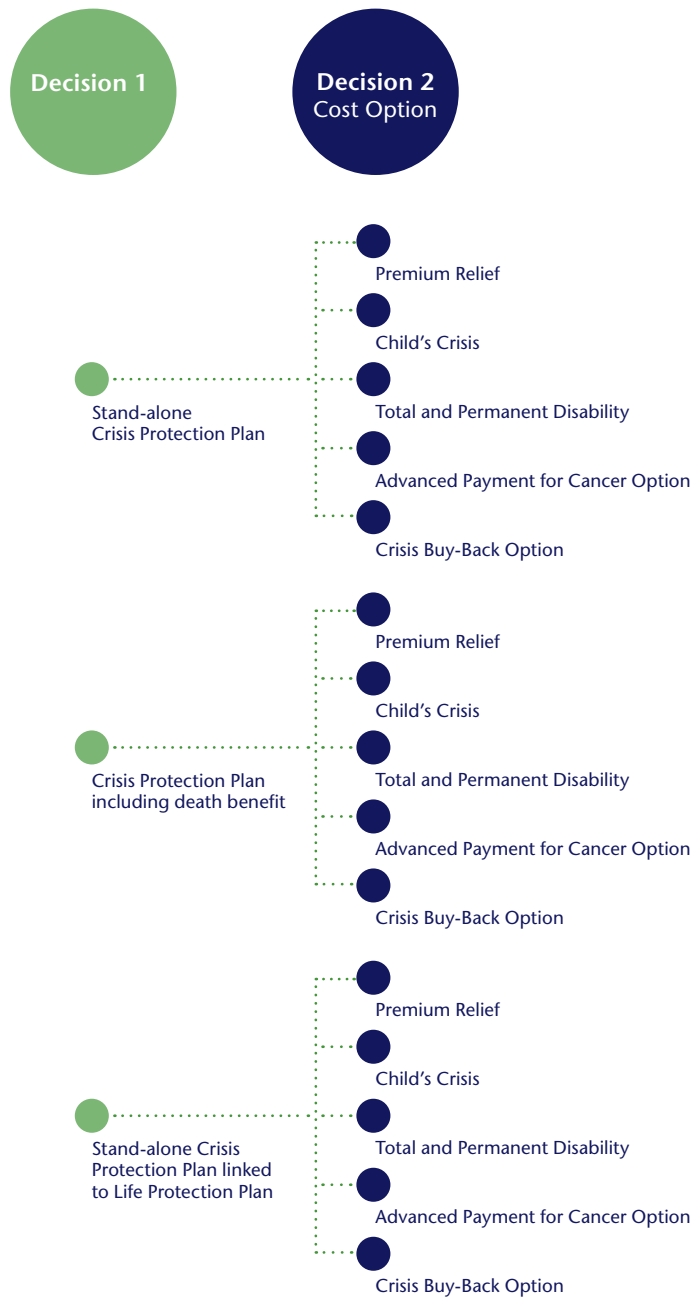
Crisis Protection Plan

Reacting calmly to a crisis is never easy but there are some steps that you can take now to be financially prepared. Having in place a Crisis Protection Plan that covers some of the unexpected and unwanted events simply makes good sense – both for you and your family.

The following pages outline the support that we can provide when trouble strikes. While we all hope to go through life without any difficulties, the fact is that it's not that simple.

When serious illness strikes it helps to be prepared. It's all about the comfort of knowing you and your family are covered.

How should you read this section? If you are in the process of considering whether the Plan is right for you, the Plan Overview is a good starting point. When you need more detail about the benefits and how they are applied, then the Plan Conditions (in Section 4) and General Policy Conditions (in Section 6) are there to provide you with this additional detail and help you understand the available protection. We would urge you to talk to your adviser if you have any questions.



Plan Overviews

Plan Overview

Crisis Protection is something that we all hope we will never have to use. But if a Crisis Event does occur having a Crisis Protection Plan in place will take away some of the financial concerns, making it easier to focus on more important issues. Like health.

The simplest definition for a Crisis Protection Plan is that it is designed to pay a lump sum if the life insured suffers from one of the Crisis Events. Our experience is that most people looking to take out Crisis Protection cover also request Death and Terminal Illness cover, so we automatically include an equal amount of this cover in the Plan. However if you wish to exclude this cover you can apply for a stand-alone Crisis Protection Plan.

Alternatively, you may link a stand-alone Crisis Protection Plan to a Life Protection Plan, with both plans having separate owners. For example, you may wish to have a Life Protection Plan in the name of your superannuation fund trustee, and stand-alone Crisis Protection Plan in your own name, but still link the two plans. In this case:

- the Death Benefit Amount will be reduced by any Crisis Protection Plan Benefit paid;
- the Crisis Protection Plan Benefit will be reduced by any Terminal Illness Benefit paid; and
- premiums for any remaining Death Benefit will be payable based on the reduced Benefit Amount.

The choice is yours. Please refer to the lists below for details of benefits available under the stand-alone Crisis Protection Plan.

Benefits – Standard

- 36 Crisis Events
- Death and Terminal Illness*
- Inflation Protection Benefit
- Advancement Benefit
- Paralysis Support Benefit
- Premium Freeze Benefit
- Death Buy-Back Benefit*
- Guaranteed Personal Insurability Benefit
- Guaranteed Business Insurability Benefit

Benefits - Optional

- Premium Relief Option
- Child's Crisis Option
- Total and Permanent Disability Option
- Crisis Buy-Back
- Advance Payment for Cancer

* These benefits are not available if you choose the stand-alone Crisis Protection Plan unless linked to a Life Protection Plan.

Under the stand-alone Crisis Protection Plan the life insured must survive for at least 14 days after a Crisis Event for a benefit to be paid.

No matter what the type of Plan, once it has been issued you can rest assured that your cover is working to protect you 24 hours a day, no matter where the life insured is in the world, subject to your Policy terms and conditions.

As with all our products we pride ourselves on providing you with the flexibility to tailor cover that meets your specific needs. Within the Crisis Protection Plan there are not only a range of **Standard Benefits** that you expect but also a range of **Optional Benefits** that are available at extra cost.

Please read through the listed benefits to determine if any of the available options better meet your needs, the Plan Conditions in Section 4 outlined on pages 36 – 47 and the General Policy Conditions in Section 6 on pages 68 – 72.

If you do elect to maintain the standard or linked death cover there are a number of things that we will do including:

- providing the Death Buy-Back Benefit at no additional cost;
- the payment of a lump sum if the life insured is diagnosed with one of the Crisis Events or dies;
- the payment of a lump sum if the life insured is diagnosed with a Terminal Illness.

In the event that we do pay you a Crisis Benefit or Terminal Illness Benefit you should note that we will reduce your Death Benefit, or linked Life Protection Plan Benefit Amount, by the amount paid.

Am I eligible to apply?

If you are considering a Crisis Protection Plan the life insured will need to be between the ages of 16 next birthday and 60 next birthday. Within this age bracket, level premiums are available up until 55, with stepped premiums available through until the age of 60. For an explanation of stepped and level premiums, see page 69.

We also recognise the needs of parents to provide cover for their children. If you have any children between the ages of two next birthday and 15 next birthday, you could also consider the Child's Crisis Option.

How many people can apply on the one Plan?

The simple answer to this question is that up to five people can be covered by the Crisis Protection Plan and any optional benefits specified.

How much can I apply for?

Under the Crisis Protection Plan you are able to apply for up to \$2,000,000 for each life insured (other than a child) under the Policy. This level is the maximum allowable and also applies to the Death and Terminal Illness cover.

It is important to note that this is also the maximum amount allowed for all crisis insurance contracts. What this means is that no matter how many crisis insurance contracts you have (with TOWER and/or another insurer) your total cover on the life insured cannot exceed this amount.

Specific levels of cover also apply to the Child's Crisis Option. In this instance you are able to apply for \$50,000 or \$100,000 per child.

Does the amount of cover increase with inflation?

Once your Policy is in place there is a built in Inflation Protection Benefit. The reason for this is simply to preserve the real value of your Crisis Benefit. Each year your Benefit Amount is increased by the greater of the Consumer Price Index and three per cent. While the increase will occur automatically on each Policy anniversary, you can choose not to have this applied to your Policy. All you have to do is let us know. The choice is up to you. It should be noted that this increase naturally does not apply if your premiums are being waived under the Premium Relief Option.

If your Benefit Amount increases it makes sense that a new premium is then recalculated. When we do this we will take into account the life insured's age and premium type just as we do when you apply. We will not however take into account any changes in the life insured's health, occupation or pastimes.

There is no limit to the maximum your Benefit Amount can increase to under the Inflation Protection Benefit.

Naturally the Inflation Protection Benefit does not continue forever. Under this Plan these increases will cease:

- when you ask us not to increase the Benefit Amount; or,
- on the Policy anniversary prior to the life insured's 70th birthday for the stand-alone Crisis Protection Plan; or
- on the Policy anniversary prior to the life insured's 100th birthday for Crisis Protection where Death and Terminal Illness are included, or where Stand Alone Crisis Protection is linked to a Life Protection Plan.

The Inflation Protection Benefit is there to preserve your benefit; however we know that circumstances change, so the flexibility is there if and when you want to maintain a set Benefit Amount that meets your needs.

It should be noted that the Inflation Protection Benefit is not available for the Child's Crisis Option.

At what age does my cover stop?

When you take out Crisis Protection you are covered for a range of unexpected and unwanted events. When Death and Terminal Illness are included, or the plan is linked to the Life Protection Plan, the Crisis Protection Plan end date is the Policy anniversary prior to the life insured's 100th birthday. This applies to Death, Terminal Illness and Loss of Independent Existence. Cover for other Crisis Events under this Plan will last until the Policy anniversary prior to the life insured's 70th birthday.

If you have elected to purchase the stand-alone Crisis Protection Plan you need to consider the fact that all the benefits (except the Total and Permanent Disability Option) will cease at the Policy anniversary prior to the life insured's 70th birthday.

For all Crisis Protection Plans, the Total and Permanent Disability Option ceases at the Policy anniversary prior to the life insured's 65th birthday.

The type of premium offered under the Plan is also based on the life insured's age. While you can select stepped or level premiums, level premiums are only available up until the Policy anniversary prior to the life insured's 65th birthday. After that time only a stepped premium is available until the Policy anniversary prior to the life insured's 100th birthday.

Naturally the coverage provided by the Child's Crisis Option is governed by the age of the child. Cover under this Option will last until the Policy anniversary prior to the child's 19th birthday, at which time you have the choice to continue the insured child's cover under a Crisis Protection Policy, refer to page 40 for full details. As Child's Crisis cover is an option under your Plan, it follows that Child's Crisis cover will end before this time if your Crisis Protection Plan ceases.

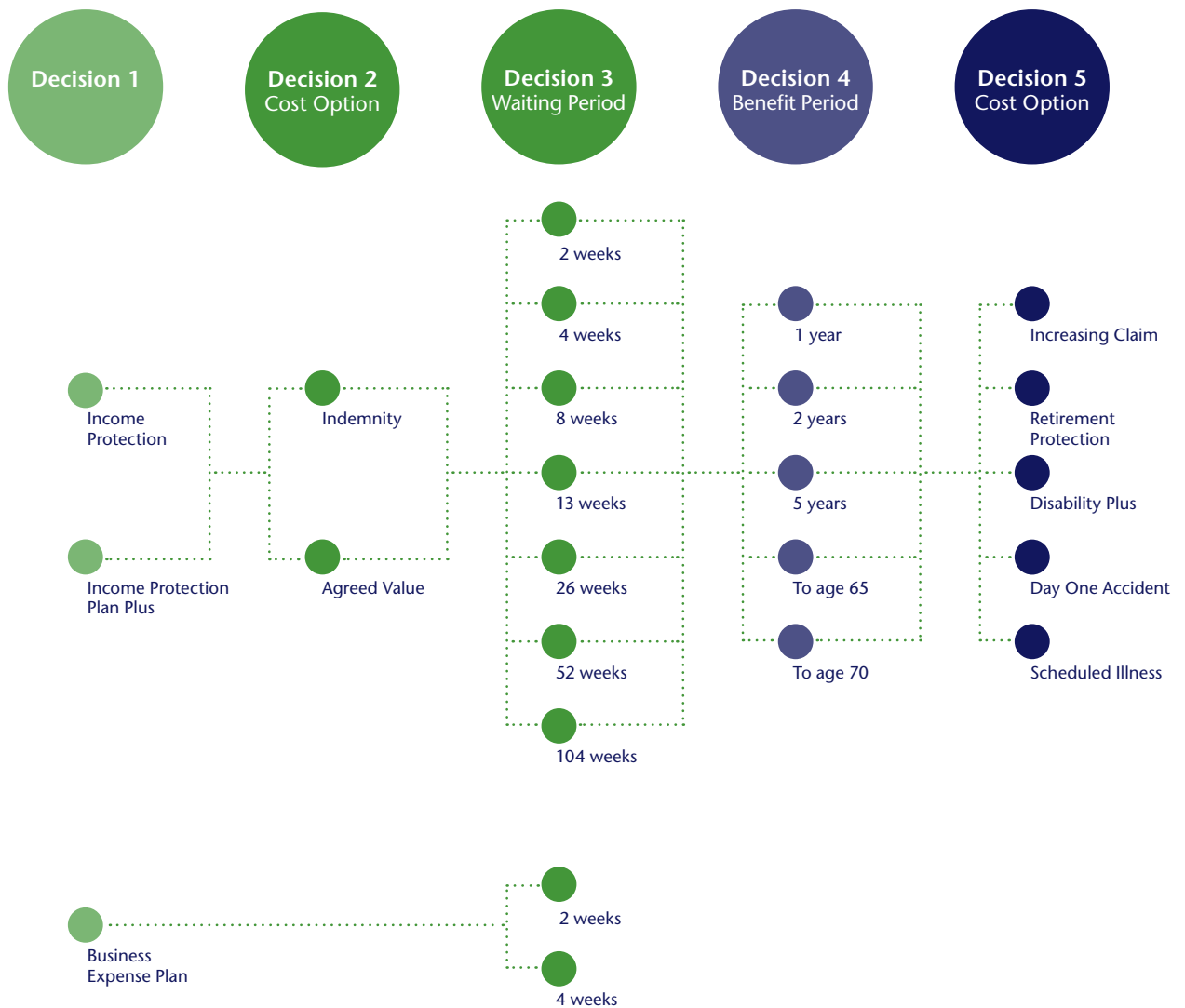
We pride ourselves on providing the right product for your needs throughout your life, but we must stress that cover under the Crisis Protection Plan and the Child's Crisis Option will stop upon the death of the life insured.

Income Protection Plan & Business Expense Plan

The pressure of paying bills and expenses is something that you simply don't need when you are incapacitated and unable to work. A Plan that is able to provide financial assistance for you or your business is all about peace of mind, giving you the time to get well, without the added worry.

Over the following few pages we have provided information on our Income Protection Plan and the Business Expense Plan. The information is there to help you understand your options and more fully consider the added security for not only you and your family but also for your business.

How should you read this section? If you are in the process of considering the right type of Policy for your needs, the information contained in this section is a good starting point. When you need more detail about the benefits and how they are applied, then the Plan Conditions (in Section 4) and General Policy Conditions (in Section 6) are there to provide you with this additional detail and help you understand the available protection. We would urge you to talk to your adviser if you have any questions.



Section 3

Income Protection Plan & Business Expense Plan

Plan Overview

Whether you are working for someone else or own your own business a common factor is how hard you work for your income. To have this financial foundation eroded through ill health is something that many of us simply do not want to consider. Just think - if the life insured is unable to work through sickness or injury what sort of impact would that have on your family or your business?

Quite simply it makes sense to cover the possibility of injury or sickness and provide the comfort of knowing that your financial security will still be there when you are able to work again.

Investing a few minutes of your time in reading the following pages will allow you to become familiar with the benefits of this product. If you have any questions we would encourage you to consult your adviser to determine the best course of action for your personal situation.

A simple explanation of the Income Protection Plan is that it generally pays a monthly income if a life insured is unable to work because of sickness or injury after a period of time we call the Waiting Period. Before you choose your Waiting Period, you need to consider how long the life insured could afford to be off work without needing the kind of financial assistance available under the Income Protection Plan.

If after a period of time the life insured is only able to return to work on a part-time basis, a reduced monthly income is still there to provide the security required.

The Income Protection Plan includes a range of standard benefits designed to offer an appropriate level of insurance cover. If you require further cover you are also able to pay an additional cost and choose from a range of optional benefits. In addition to this a comprehensive package of extra benefits are also available at an additional cost through the Income Protection Plan Plus. These additional benefits are outlined in the Plan Conditions in Section 4 commencing at page 48. Further information is provided in the General Policy Conditions in Section 6 on pages 68 – 72.

Benefit Overview – Income Protection Plan

The following table details the benefits provided under the Income Protection Plan (IPP) and the Income Protection Plus Plan (IPP Plus).

Policy Features	Income Protection Plan	Income Protection Plan Plus
Choice of Waiting Period	✓	✓
Choice of Benefit Period	✓	✓
Guaranteed renewable	✓	✓
Non smoker discount	✓	✓
24 hour worldwide cover	✓	✓
Choice of agreed value or indemnity	✓	✓
Benefits - Standard		
Total Disability Benefit	✓	✓
Partial Disability Benefit	✓	✓
Inflation Protection Benefit	✓	✓
Elective Surgery Benefit	✓	✓
Recurrent Disability Benefit	✓	✓
Waiver of Premium Benefit	✓	✓
Extended Care Benefit	✓	✓
Rehabilitation Expense Reimbursement Benefit	✓	✓
Scheduled Injury Benefit	✓	✓
Death Benefit	✓	✓
Rehabilitation Benefit	—	✓
Overseas Assist Benefit	—	✓
Accommodation Benefit	—	✓
Bed Confinement Benefit	—	✓
Family Support Benefit	—	✓
Housekeeper Benefit	—	✓
Job Security Benefit	—	✓
Involuntary Unemployment Benefit	—	✓
Return to Work Benefit	—	✓
Benefits - Optional		
Increasing Claim	✓	✓
Retirement Protection	✓	✓
Disability Plus	✓	✓
Day One Accident	✓	✓
Scheduled Illness Option	✓	✓

Section 3

Income Protection Plan & Business Expense Plan

Once you decide to take the step to purchase the Income Protection Plan there are a number of options to be considered. The first of these options is that of the Waiting Period.

When a monthly income is made available under this Plan it is paid after expiry of the Waiting Period. The Waiting Periods available under the Income Protection Plan range from two weeks to two years, so it is important to consider your likely needs in this area. If you are in any doubt as to the implications of a particular Waiting Period please ask your adviser to explain the available options.

Once you have taken a decision on the length of the Waiting Period you will then need to consider the maximum length of time you wish to be eligible to receive monthly income benefits while the life insured remains Totally Disabled or Partially Disabled. Again there is a range of Benefit Periods available stretching from one year through until the Policy anniversary prior to age 65, so you will need to fully consider the type of cover you may require to preserve your financial security. You may wish to consult with your adviser on the right balance of coverage for your particular financial situation.

We will also allow you to split the Benefit Amount into two and apply a different Waiting and Benefit Period to each Benefit Amount. If the life insured becomes Totally Disabled or Partially Disabled, the Waiting Periods for each of the split benefits will begin at the same time and should the benefit payments overlap at any time the total monthly benefit you receive will be no more than the Benefit Amount.

The Waiting Period and Benefit Period that you choose will affect the size of your premiums. Generally speaking, short waiting periods tend to be more expensive than long waiting periods. In terms of benefits the opposite is generally true – that is short benefit periods tend to be cheaper than long benefit periods.

The Benefit Amount is again dependent on your financial needs and can be determined in two different ways. If you like we can agree to the Benefit Amount at the time of your application. This means that we will pay on the basis of the nominated amount when you make a claim. This is known as agreed value. Further information on agreed value is included in the Plan Conditions.

Alternatively, the Benefit Amount can be the lesser of:

- the Benefit Amount you applied for at application time, inclusive of increases by the Indexation Factor; or
- 75% of the first \$20,833 of Monthly Earnings, 50% of the next \$12,500, 25% of the next \$8,333, and 15% of the next \$41,666, to a maximum monthly Benefit Amount of \$30,000, earned by the life insured in the 12 months immediately prior to the Sickness or Injury occurring.

If you have an additional Benefit for a Benefit Period of one or two years in addition to the maximum monthly Benefit Amount of \$30,000, the Benefit Amount for that benefit can be the lesser of:

- the Benefit Amount shown in the Policy Certificate, inclusive of increases by the Indexation Factor; or
- 15% of all Monthly Earnings greater than \$41,666, earned by the life insured in the 12 months immediately prior to the Sickness or Injury occurring.

If you work part-time, the Benefit Amount can be the lesser of:

- the Benefit Amount you applied for at application time, inclusive of increases by the Indexation Factor; or
- 50% of the first \$13,000 of Monthly Earnings, earned by the life insured in the 12 months immediately prior to the Sickness or Injury occurring,

This approach is known as indemnity and is generally less expensive than agreed value. If you are unsure as to how it is calculated please see the definition of Benefit Amount on page 60 for more details.

Please note that if the life insured is Partially Disabled then the Benefit Amount will be calculated taking into account the degree of their disability. The Partial Disability Benefit is discussed on page 48 for the Income Protection Plan and on page 57 for the Business Expense Plan.

We offer a unique definition of Total Disability and Partial Disability which measures the severity of the loss by evaluating either hours worked, duties performed or income produced. We let you decide when you claim which measure you would like applied. It's just another way of ensuring you get the right product for your circumstance.

Plan Overviews

Business Expense Plan

If you are in business you may also wish to consider the Business Expense Plan as a means of protecting your valuable assets. Under the Business Expense Plan a monthly reimbursement of fixed ongoing expenses for the life insured's business will be paid, if the life insured is unable to work because of Sickness or Injury after the Waiting Period.

To provide you with further flexibility you have the choice of taking the Business Expense Plan in conjunction with the Income Protection Plan or taking it as a stand-alone Plan. The choice is there to ensure you have a Policy that is best suited to your individual financial situation and needs.

Once the Policy has been issued, you can rest assured that your cover is working to protect you 24 hours a day, no matter where you are in the world, subject to your Policy terms and conditions.

A range of standard benefits is included in the Business Expense Plan. Further details of these benefits can be found in the Plan Conditions section commencing on page 57.

Business Expense Plan - Standard benefits

- Total Disability Benefit
- Partial Disability Benefit
- Payment Extension Benefit
- Lease Extension Benefit
- Loss of Profits Benefit
- Inflation Protection Benefit
- Elective Surgery Benefit
- Recurrent Disability Benefit
- Waiver of Premium Benefit

Who can apply?

A range of conditions and options apply to the purchase of the Income Protection and Business Expense Plans. These conditions relate to factors such as the life insured's age and occupation class and whether you choose stepped or level premiums.

Within certain occupation classes you are able to choose either Income Protection or Business Expense or a combination of the two.

The table below indicates the types of cover and premium we are able to offer you at various ages.

In considering the type of cover you wish to purchase you should discuss the relevant factors with your adviser for more specific advice on the range of options that best suit your individual circumstances.

How many people can apply?

The simple answer to this question is that only one person can be covered under the Income Protection Plan and / or Business Expense Plan and any optional benefits under the Plans.

How much can I apply for?

The amount of cover that you are able to apply for is dependent on both the type of plan and the life insured's level of income.

Under the Income Protection Plan a percentage formula is used to calculate the maximum amount you are able to apply for under the Policy. This formula is applied in the following manner:

- up to 75% of the first \$20,833 Monthly Earnings;
- 50% of the next \$12,500;
- 25% of the next \$8,333; and
- 15% of the next \$41,666

to a maximum \$30,000 monthly Benefit Amount.

You are able to apply for a further 15% of the Monthly Earnings of the life insured for the full amount over \$41,666. Please note that only a 1 year or a 2 year Benefit Period is available for this extra 15% regardless of the benefit period you have selected for the initial Benefit Amount under the formula above.

If the life insured works part-time, the maximum monthly Benefit Amount you are able to apply for under this Plan is the lesser of:

- 50% of the first \$13,000 of Monthly Earnings; or
- \$6,500.

These formulae do not apply to the Business Expense Plan. Under this Plan you can nominate up to 100% of the eligible day to day running expenses of your business. The eligible running expenses include Business Expenses as explained on page 60 of the Plan Conditions.

In some circumstances the amount you receive may be less than the Benefit Amount, depending on monies you may receive from other sources. Please refer to Plan Adjustments on page 56 for the Income Protection Plan and page 59 for the Business Expense Plan for details.

Eligibility to apply – age at next birthday	Income Protection Plan and Income Protection Plan Plus	Business Expense Plan	Stepped Premiums	Level Premium
19-55	✓	✓	✓	✓
55-60*	✓	✓	✓	

*Eligible occupations only

Does the amount of cover increase with inflation?

Once your Policy is in place there is a built in Inflation Protection Benefit, designed to preserve the real value of your benefit. Each year your Benefit Amount is increased by the greater of the Consumer Price Index and three per cent. While the increase will occur automatically on each Policy anniversary (unless your premium is being waived under the Waiver of Premium benefit), you can choose not to have this apply to your Policy. All you have to do is let us know. The choice is up to you.

If your benefit increases it makes sense that a new premium is then calculated on the new Benefit Amount. When we do this we will take into account the life insured's age and premium type, just as we did when the Policy commenced. We will not however take into account any changes in the life insured's health, occupation or pastimes.

While the Inflation Protection Benefit is there to ensure the value of the Plan keeps pace with inflation the overall benefit cannot be increased past a maximum amount. Under the Inflation Protection Benefit the maximum amount that your benefit can be increased is:

- \$30,000 a month for the Income Protection Plan;
- \$3,000 a month for the Retirement Protection Option;
- \$15,000 a month for the Disability Plus Option; and
- \$30,000 a month for the Business Expense Plan.

Increases under the Inflation Protection Benefit will cease on the earlier of the Policy anniversary prior to the life insured's 65th birthday or when you ask us not to increase the Benefit Amount.

If your Benefit Amount is not agreed value, in considering whether to accept an Inflation Protection increase to your Benefit Amount, you should keep in mind the formula explained above in "How much can I apply for?".

At what age will my cover stop?

The Income Protection and Business Expense Plans end date for cover is the earliest of:

- the Policy anniversary prior to the life insured's 65th birthday for Benefit Periods of 1 year, 2 years, 5 years, or 'To age 65';
- the Policy anniversary prior to the life insured's 70th birthday for Benefit Period 'To age 70'; or
- the death of the life insured.

Plan Overviews

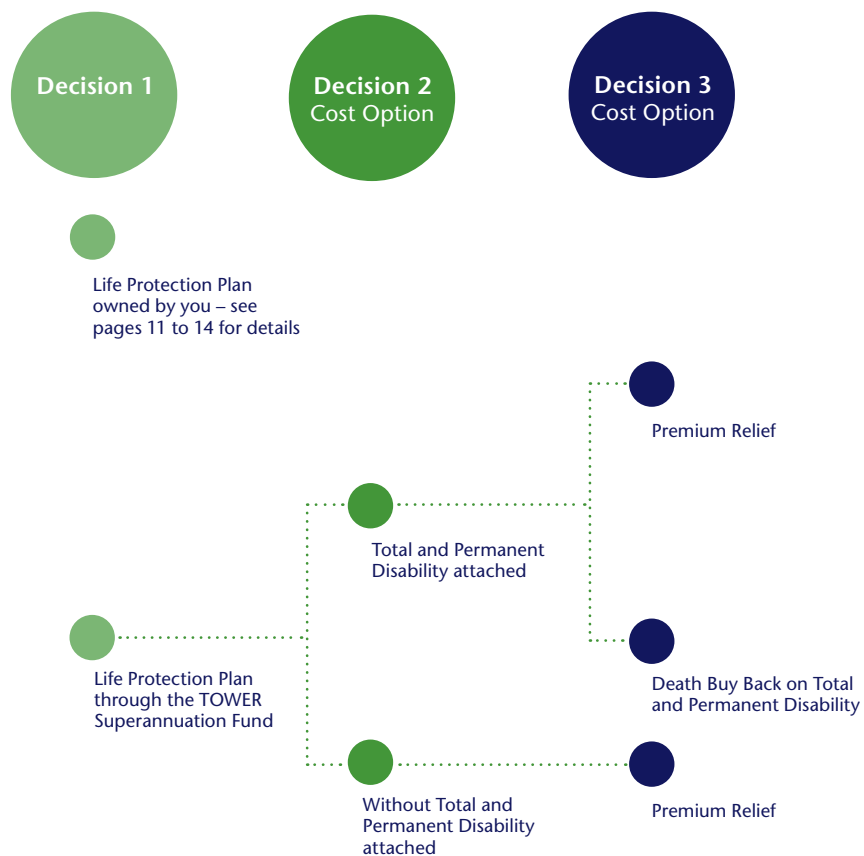
Life Protection Plan through the TOWER Superannuation Fund

Life Protection Plan through the TOWER Superannuation Fund

Throughout this document we have shown you ways of providing financial protection – both to yourself and to those around you. In this section we look at another way in which we can tie together the important elements of Life Protection with a Total and Permanent Disability Benefit.

The information over the following pages outlines the operation of the Plan when structured through the TOWER Superannuation Fund and provides you with general information (including an overview) of the Life Protection Plan. In this Plan Overview, the Trustee of the Fund is the Policy owner. Accordingly, **I, my, you** and **your** mean the life insured.

How should you read this section? If you are in the process of considering the right type of Policy for your needs, the information contained in this section is a good starting point. When you need more detail about the benefits and how they are applied, then the Plan Conditions (in Section 4) and General Policy Conditions (in Section 6) are there to provide you with this additional detail and help you understand the available protection. We would urge you to talk to your adviser if you have any questions.



Section 3
Life Protection Plan through the TOWER Superannuation Fund

Plan Overview

Everyone expects to live long enough to see in retirement and to enjoy the benefits of years of hard work. No-one wants to think about ill health or the impact of their death on family and loved ones.

While careful planning cannot prevent death or illness, it can alleviate the financial pressures on the people we care about.

The following overview provides a brief description of the cover provided through the Life Protection Plan. We would urge you to read it carefully as part of a planning process to consider your future needs. Further details on any conditions or applicable restrictions in relation to this Plan are explained in the Plan Conditions at page 28.

If at any time you are unsure of your requirements and how this Plan may be able to assist in providing appropriate cover, you are urged to contact your adviser for further advice.

As the name suggests the Life Protection Plan is all about life cover. The central difference between this Plan and of the Life Protection Plan described earlier is that the Policy is owned by the Trustee of the TOWER Superannuation Fund. As such while you are the life insured you also become a member of the Fund and any benefit payments are made directly to the Trustee. The benefits described below presume membership of the TOWER Superannuation Fund.

On your death the Plan will pay a lump sum in accordance with the amount of cover purchased. If you are diagnosed with a Terminal Illness or if you are Totally and Permanently Disabled (if this option is selected) TOWER will pay a lump sum in advance. As indicated above any payments will be made to the Trustee.

Once the Policy has been issued, you can rest assured that your cover is working to protect you 24 hours a day, no matter where you are in the world, subject to your Policy terms and conditions.

As with all our products we pride ourselves on providing you with the flexibility to purchase cover that meets your specific needs. Within the Plan there are not only a range of **Standard Benefits** that you expect but also a range of **Optional Benefits** that are available at extra cost.

Benefits – Standard

- Death Benefit
- Terminal Illness Benefit
- Premium Freeze Benefit
- Advanced Payment Benefit
- Inflation Protection Benefit
- Guaranteed Personal Insurability Benefit
- Guaranteed Business Insurability Benefit

Benefits - Optional

- Total and Permanent Disability
- Premium Relief Option
- Death buy-Back on Total and Permanent Disability

Please read through the listed benefits to determine if any of the available options better meet your needs. To obtain any further information on any of the Benefits please read the Plan Conditions explained on pages 28 – 35 and General Policy Conditions at page 68.

In considering your requirements you should note that the Total and Permanent Disability Benefit (if this option is selected) must be attached to the Life Protection Plan. This Benefit is not available as a stand-alone Plan under the TOWER Superannuation Fund.

We have explained that you may have a stand-alone Total and Permanent Disability Plan or stand-alone Crisis Protection Plan linked to a separate Life Protection Plan (see pages 11 and 15). The linking of different Plans means that the premiums and Death Benefit Amount under the Life Protection Plan will be affected by the payment of a Benefit Amount under a linked stand-alone Plan. This is explained in detail in the Plan Conditions on pages 33 – 34.

Am I eligible to apply?

Naturally, to obtain cover in this manner you must first have superannuation membership. To obtain this membership you must be eligible to contribute and must complete the additional information included in the Application Form which is found at the back of this document.

If you are between the ages of 16 next birthday and 75 next birthday you are eligible to apply for cover under the Plan. The table below indicates the type of cover and the premium we are able to offer you at various ages.

Eligibility to apply – age at next birthday	Life Protection Plan	Total and Permanent Disability	Stepped Premiums	Level Premium
16-55	✓	✓	✓	✓
56-60	✓	✓	✓	
61-75	✓		✓	

Plan Overviews

How many people can apply on one Plan?

Given the establishment of the Life Protection Plan through the TOWER Superannuation Fund only one person can be covered.

Who owns the policy?

As outlined earlier the structure of this cover means that the Policy is owned by TOWER Australian Superannuation Limited as Trustee of the Fund.

The difference from the cover described in an earlier section of this document is that any benefits paid under the Policy are paid to the Trustee of the Fund as the Policy owner.

There may be instances where a benefit is paid under the Policy but it is withheld by the Trustee due to superannuation law or Trust Deed requirements. If this does occur, it means that the payment to you may be delayed until the necessary legal conditions are satisfied. If you do not satisfy the necessary legal conditions we may require you to transfer the benefit into an alternative superannuation arrangement (see page 67 for further details).

Is there a limit to how much cover I can apply for?

Put simply, that depends on what you are applying for.

Under the Life Protection Plan you can apply for any financially justifiable amount as the Benefit Amount. There is no limit! All you need to do is to carefully consider your requirements and ensure that the premium and the cover meet your needs.

If on the other hand you are applying for the Total and Permanent Disability you are restricted to a \$3,000,000 limit. This limit is the maximum allowed for your combined insurance contracts undertaken with us and any other organisation.

Does the amount of cover increase with inflation?

Once your Policy is in place there is a built in Inflation Protection Benefit. The reason for this is simply to preserve the real value of your benefit. Each year the Benefit Amount on your Policy is increased by the greater of the Consumer Price Index and three per cent. While the increase will occur automatically on each Policy anniversary, you can choose not to have this applied to your Policy. All you have to do is let us know. The choice is up to you. It should be noted that this increase naturally does not apply if your premiums are being waived under the Premium Relief Option.

If your Benefit Amount increases it makes sense that a new premium is then calculated. When we do this we will take into account your age and premium type just as we did when the Policy commenced. We will not however take into account any changes in your health, occupation or pastimes.

There is no limit to the maximum amount that your Benefit Amount can be increased under this approach for the Life Protection Plan and Total and Permanent Disability.

The Inflation Protection Benefit for the Life Protection Plan and attached Total and Permanent Disability will cease:

- at the Policy anniversary prior to the life insured's 100th birthday; or
- when you ask us not to increase the Benefit Amount.

Please note that at the Policy anniversary prior to the life insured's 65th birthday you will be notified of changes to the Total and Permanent Disability Benefit Amount. If Total and Permanent Disability is attached to the Life Protection Plan the amount will be the lesser of the amount shown in your latest Policy Schedule and \$1,000,000. When the Total and Permanent Disability Benefit Amount reaches or is reduced to \$1,000,000 after the life insured's 65th birthday, the Inflation Protection Benefit will cease.

How long will my cover last?

Cover under the Life Protection Plan will cease on the Policy anniversary prior to your 100th birthday. If you cease to be eligible to make superannuation contributions to the Fund, for example by turning 65 and retiring, you will be given the opportunity to continue your cover under a Policy owned directly by you. Naturally if you do not take up this opportunity and we do not hear from you at that time, the Policy will terminate.

In terms of the premium payable for this cover it should be noted that if you select level premiums, these will end at the Policy anniversary prior to your 65th birthday and revert to stepped premiums.

It is important to also understand that the definition of Total and Permanent Disability changes as you get older. At the Policy anniversary prior to your 65th birthday the definition changes to: Loss of Independent Existence; or Loss of Limbs; or Blindness.

The continuation of this Policy is dependent on your eligibility to contribute to the Fund and we will contact you at an appropriate time to confirm you comply with this requirement. Please refer to page 64 for information on contribution rules and eligibility.

THE NOT-SO- SMALL PRINT + OTHER IMPORTANT THINGS YOU NEED TO KNOW

Plan Conditions

This bit is important. Your Policy with us will be made up of:

- the Policy Certificate;
- the Policy Schedule;
- the applicable Plan Conditions (starting on page 28); and
- the General Policy Conditions (pages 68 – 72).

Plan Conditions

Life Protection Plan Plan Conditions

The Life Protection Plan only applies under the TOWER Protection Policy if indicated in your Policy Certificate. If the Life Protection Plan is provided as stand-alone Total and Permanent Disability, this will be shown in your Policy Certificate together with any link to a Life Protection Plan.

The Life Protection Plan can be owned directly by you, through your own superannuation fund, or structured through the TOWER Superannuation Fund. Where the Plan conditions vary because the Policy is owned by TOWER Australian Superannuation Limited, this is indicated.

Benefits

In all cases where we refer to a benefit payment the statement is made on the basis that the Benefit referred to is payable under the terms and conditions of the Policy. We will not pay a benefit if an exclusion applies. Exclusions are explained on page 33. You must also satisfy our claim requirements, explained on page 71.

Any benefits payable under the Life Protection Plan when owned by TOWER Australian Superannuation Limited are payable to the Trustee. The Benefits will be released from the Fund by the Trustee when the member meets a condition of release under superannuation law.

Death Benefit

The Death Benefit does not apply to stand-alone Total and Permanent Disability.

When the life insured dies, the Benefit Amount will be paid.

Terminal Illness Benefit

The Terminal Illness Benefit does not apply to stand-alone Total and Permanent Disability.

When the life insured is diagnosed as Terminally Ill, the Benefit Amount will be paid and the Life Protection Plan will cease.

Inflation Protection Benefit

At each Policy anniversary, we will increase the Benefit Amount under the Plan by the greater of the Indexation Factor and three per cent.

This increase will occur on each Policy anniversary unless:

- you tell us that the Inflation Protection Benefit is not to apply to your Policy; or
- premiums are being waived under the Premium Relief Option.

In the event of an increase, a new premium will be calculated to incorporate the increased Benefit Amount. This calculation will also take into account the life insured's age and premium type, (i.e. the stepped or level premium). We will not take into account any changes in the life insured's health, occupation or pastimes.

The maximum amount that the Benefit Amount can be increased to under the Inflation Protection Benefit is unlimited for the Life Protection Plan.

At the Policy anniversary prior to the life insured's 65th birthday, the Total and Permanent Disability Benefit Amount when attached or linked to the Life Protection Plan will be the lesser of:

- the amount shown in the latest Policy Schedule; and
- \$1,000,000

Increases to the Total and Permanent Disability Benefit Amount under the Inflation Protection Benefit will cease on the earlier of:

- when you ask us not to increase the Benefit Amount; or
- for stand-alone Total and Permanent Disability, the Policy anniversary prior to the life insured's 65th birthday;
- for attached or linked Total and Permanent Disability:
 - the Policy anniversary prior to the life insured's 100th birthday;
 - the Policy anniversary prior to the life insured's 65th birthday if the Total and Permanent Disability Benefit Amount is \$1,000,000 (or is reduced to \$1,000,000 at that date); or
 - when the Total and Permanent Disability Benefit Amount reaches \$1,000,000 after the life insured's 65th birthday.

Increases to the Life Protection Plan Benefit Amount under the Inflation Protection Benefit will cease on the earlier of when you ask us not to increase the Benefit Amount or at the Policy anniversary prior to the life insured's 100th birthday.

Advanced Payment Benefit

The Advanced Payment does not apply to stand-alone Total and Permanent Disability.

The Advanced Payment Benefit is an advance payment of \$10,000 from the Death Benefit Amount. This Benefit will be paid when the death certificate of the life insured is provided to TOWER.

Where the Plan is owned directly by you the benefit will be paid to the person who is entitled to receive the Death Benefit Amount on the death of the life insured.

Where the Plan is owned by the trustee of a superannuation fund, including TOWER Australian Superannuation Limited, the benefit will be paid to the trustee of the fund.

It should be noted that any payment of the Advanced Payment Benefit will reduce the final amount payable under the Death Benefit.

The Advanced Payment Benefit will not apply in the first three years if the life insured's death was not the result of an Accident.

Thereafter, the benefit will apply regardless of the cause of death.

Payment of the Advanced Payment Benefit does not mean any admission or acceptance of any claim or liability regarding current or future payments under the Life Protection Plan.

Should our claims assessment find that the Death Benefit Amount will not be paid due to a breach of the duty of disclosure, you will be required to repay the Advanced Payment Benefit Amount.

Premium Freeze Benefit

If a premium is paid as a stepped premium and the life insured is older than age 45, the Premium Freeze Benefit can be activated.

Under the Premium Freeze Benefit the Benefit Amount of the Life Protection Plan and the Total and Permanent Disability Benefit will be set to the level which can be purchased by the frozen premium. It is important to note that while premiums remain level under the Premium Freeze Benefit there will be a corresponding reduction in cover on a yearly basis when using this approach.

If you choose to activate the Premium Freeze Benefit, the Inflation Protection Benefit will not apply. If you stop using the Premium Freeze Benefit within three years of it starting, the Inflation Protection Benefit will recommence but only if it was applicable prior to the Premium Freeze Benefit being activated.

Guaranteed Personal Insurability Benefit

Under the Guaranteed Personal Insurability Benefit, you can increase the Benefit Amount of the Death Benefit and/or Total and Permanent Disability Benefit (if applicable) for a life insured, subject to:

- an application in writing for an increase being made within 30 days of an Allowable Event (as described below) or within 30 days of the Policy anniversary following an Allowable Event;
- the life insured being less than age 55 at the time of an Allowable Event;
- the increase being up to the lesser of:
 - 25% of the original Benefit Amount;
 - \$200,000;
 - five times the annual amount of salary increase (if applicable), and
 - the amount of mortgage being taken out or increased (if applicable);
- total death cover on the life insured, (including the cover with TOWER and any other organisation) being less than \$3,000,000;
- total Total and Permanent Disability cover on the life insured (including the cover with TOWER and any other organisation) being less than \$3,000,000; and
- evidence, satisfactory to us, of the Allowable Event, being provided.

For all increases applied for under this benefit, the maximum amount by which you can increase the Benefit Amount is the lower of:

- the original Benefit Amount; and
- \$1,000,000

subject to total cover (with TOWER and any other organisation) not exceeding \$3,000,000 for death and \$3,000,000 for Total and Permanent Disability.

If Total and Permanent Disability Benefits are attached to the Life Protection Plan, or you have a stand-alone Total and Permanent Disability Plan linked to a Life Protection Plan, the Total and Permanent Disability cover cannot exceed the death cover.

Only one Guaranteed Insurability Benefit (either Personal or Business) may be exercised in any 12 month period.

The premium for the new Benefit Amount will be calculated in line with the Plan Conditions.

If cover increases as a result of the Guaranteed Personal Insurability Benefit, changes in the health, occupation or pastimes of the life insured will not be taken into account.

Plan Conditions

Allowable events are:

- the birth of a child where the life insured is a parent;
- the adoption of a child by the life insured;
- a dependent child of the life insured starts secondary school;
- marriage of the life insured;
- divorce of the life insured;
- a change in employment status of the life insured where the life insured's salary increases by at least \$10,000 a year;
- the life insured completes a post graduate degree; or
- taking out, or increasing, a mortgage by the life insured (either alone or jointly with another person) on a home which is the primary residence of the life insured.

During the first six months after exercising the Guaranteed Personal Insurability Benefit, the increased portion of the Benefit Amount will only be paid in the event of the life insured suffering:

- Accidental Death (unless the cover is stand-alone Total and Permanent Disability); or
- Total and Permanent Disability that is caused by Accident (if applicable).

It should be noted that the Guaranteed Personal Insurability Benefit cannot be exercised while premiums are being waived under the Premium Relief Option.

This benefit is not available if:

- a loading or an exclusion has been applied to your cover for the life insured; or
- your Life Protection Plan cover results from applying the Death Buy-Back on Total and Permanent Disability; or
- your Life Protection Plan cover results from applying the Death Buy-Back on a Crisis Protection Plan.

Guaranteed Business Insurability Benefit

Under the Guaranteed Business Insurability Benefit, you can increase the Benefit Amount of Death Benefit and/or Total and Permanent Disability Benefit (if applicable) for the life insured, subject to:

- an application in writing for an increase being made within 30 days of an Allowable Event (as described below), or within 30 days of the Policy anniversary following an Allowable Event;
- our receipt of acceptable supporting financial evidence;
- the life insured being less than age 55 at the time of an Allowable Event;
- the increase being up to the lesser of:
 - 25% of the original Benefit Amount,
 - \$200,000,
 - five times the average of the last three years consecutive annual increases in the insured's annual remuneration package (if applicable), and
 - the increased amount in the person's financial interest in the business (if applicable);

- total death cover on the life insured, (including the cover with TOWER and any other organisation), being less than \$3,000,000; and
- total Total and Permanent Disability cover on the life insured (including the cover with TOWER and any other organisation) being less than \$3,000,000.

For all increases applied for under this benefit, the maximum amount by which you can increase the Benefit Amount is the lower of:

- the original Benefit Amount; and
- \$1,000,000,

subject to total cover (with TOWER and any other organisation) not exceeding \$3,000,000 for death and \$3,000,000 for Total and Permanent Disability.

Only one Guaranteed Insurability Benefit (either Personal or Business) may be exercised in any 12 month period.

The premium for the new Benefit Amount will be calculated in line with the Plan Conditions.

If cover increases as a result of the Guaranteed Business Insurability Benefit, changes in the health, occupation or pastimes of the life insured will not be taken into account.

Allowable events are:

- an increase in the life insured's value to the business, where the insured person is a key person in that business;
- an increase in the life insured's financial interest in the business, whether as a partner, shareholder or unit holder, and the Policy forms part of a buy-sell, share purchase or business succession agreement; and
- an increase in the loan liability of the business, and for which the life insured is the primary guarantor.

During the first six months after exercising the Guaranteed Business Insurability Benefit, the increased portion of the Benefit Amount will only be paid in the event of the life insured suffering:

- Accidental Death (unless the cover is stand-alone Total and Permanent Disability), or
- Total and Permanent Disability that is caused by Accident (if applicable).

It should be noted that the Guaranteed Business Insurability Benefit cannot be exercised while premiums are being waived under the Premium Relief Option.

This benefit is not available if:

- a loading or an exclusion has been applied to your cover for the life insured; or
- your Life Protection Plan cover results from applying the Death Buy-Back on Total and Permanent Disability; or
- your Life Protection Plan cover results from applying the Death Buy-Back on a Crisis Protection Plan.

Benefit Options at Additional Cost

The benefit options listed below only apply if indicated in your Policy Certificate.

Total and Permanent Disability Benefit

The Total and Permanent Disability Benefit is payable if the life insured becomes Totally and Permanently Disabled. The Benefit is paid immediately upon any one of the four criteria in the definition of Total and Permanent Disability being satisfied.

Unless you have chosen to structure the Life Protection Plan through the TOWER Superannuation Fund, an advanced payment will be made under this Benefit if the life insured suffers the Loss of a Single Limb or the Loss of Sight in one eye. The amount to be paid will be 25% of the Benefit Amount, up to a maximum payment of \$500,000. This is payable only once and the Total and Permanent Disability Benefit Amount will be reduced by the amount paid for the Loss of a Single Limb or the Loss of Sight in one eye. The advanced payment will only be paid if the condition or the circumstances leading to the claim occurs after the Plan start date.

If the Total and Permanent Disability Benefit is attached to the Life Protection Plan, or a stand-alone Total and Permanent Disability Plan is linked to a Life Protection Plan, when a Total and Permanent Disability Benefit is paid, the following will apply:

- the Death Benefit Amount will be reduced by the Total and Permanent Disability Benefit paid;
- the Total and Permanent Disability Benefit will be reduced by any Terminal Illness Benefit paid; and
- premiums will be payable based on the reduced Benefit Amount.

If the stand-alone Total and Permanent Disability Benefit applies in respect of the life insured;

- any current Death Benefit will not be reduced after a Total and Permanent Disability Benefit is paid; and
- the Total and Permanent Disability Benefit will not be reduced if a Terminal Illness Benefit is paid.

Premium Relief Option

Under the Premium Relief Option, premiums due under the Life Protection Plan (and any benefit options attached to it) in relation to a life insured will be waived when, as a result of Sickness or Injury, that life insured is for three consecutive months:

- totally unable to work in any occupation suited by training, education or experience;
- not producing an income; and
- following the advice of a Medical Practitioner.

The premium waived will be the daily proportion of premiums due under the Life Protection Plan.

The Premium Relief Option will stop on the earlier of:

- the life insured returning to work;
- the life insured earning an income; or
- the Policy anniversary prior to the life insured's 65th birthday.

Death Buy-Back on Total & Permanent Disability

The Death Buy-Back option does not apply to stand-alone Total and Permanent Disability, unless that stand-alone Plan is linked to a Life Protection Plan.

Under the Death Buy-Back option you can repurchase death cover on the life insured under the Life Protection Plan. If the Life Protection Plan is no longer sold by TOWER, continued cover will be available under TOWER's Life Protection product that replaces it. The Death Buy-Back option can be exercised without having to provide evidence of health, occupation or pursuits.

The Death Buy-Back option is able to be exercised after the full Total and Permanent Disability Benefit Amount has been paid. The amount of cover that you may repurchase is the amount of the Total and Permanent Disability Benefit paid.

You must notify us in writing of your intention to exercise the Death Buy-Back option within 30 days of the 12 month anniversary of the full Benefit Amount having been paid under the Total and Permanent Disability Benefit.

The Death Buy-Back option will expire if not exercised before the earlier of:

- 30 days after its due date, which is 12 months after the Benefit Amount under the Total and Permanent Disability Benefit has been paid; or
- the 65th birthday of the life insured.

The premium for the repurchased death cover will be based on our standard premium rates for the age of the life insured at the time the option is exercised and will take into account any extra premiums charged, and special provisions that apply to the Total and Permanent Disability Benefit.

The repurchased death cover will not be eligible for increases under the Guaranteed Personal Insurability Benefit, the Guaranteed Business Insurability Benefit or the Business Insurance Option.

Business Insurance Option

The Business Insurance Option does not apply when TOWER Australian Superannuation Limited is the Policy owner or to stand-alone Total and Permanent Disability.

Under the Business Insurance Option, you can apply to increase the Death and / or Total and Permanent Disability (if applicable) Benefit Amount for a life insured without the need for further evidence of health, occupation or pastimes, subject to appropriate financial evidence being provided.

Plan Conditions

The Business Insurance Option is available for the following business events:

- business value
 - an increase in the life insured's share or value of the business entity for which this cover was originally established;
- key-person value (arm's length employee with no ownership or financial interest in the business entity)
 - an increase in the value of the life insured key-person to the business entity for which the cover was originally established; or
- loan guarantee
 - an increase in level of a business loan for which the life insured is a guarantor.

Any increase under the Business Insurance Option must be for the same business event for which the Policy was originally established. If the Business Insurance Option was established for share-purchase or partnership value then all increases must be for the identical reason (i.e. any increase cannot be for an increase in loan guarantee or increase in value of the key-person). If the amount at the Plan start date is less than 100% of the value associated with the purpose of the business insurance, we will limit any future increases made under this option such that the amount insured as a proportion of the value associated with the business insurance purpose does not increase above that which applied at the Plan start date.

The maximum the Benefit Amount can be increased to under the Business Insurance Option is:

- for Death cover, the lower of up to three times the Benefit Amount of death cover at the Plan start date and \$10,000,000; and
- for Total and Permanent Disability (if it applies), the lower of up to three times the Benefit Amount for Total and Permanent Disability at the Plan start date and \$3,000,000 (including the cover with TOWER and any other organisation).

For example if your original Benefit Amount for death cover is \$500,000 the maximum increase available under the Business Insurance Option is \$1,000,000 bringing your total Life Protection cover to \$1,500,000.

The following rules also apply:

- the increase must not exceed the increase in value of the business events, using the same valuation basis as that used in the application for the Business Insurance Option;
- if the Business Insurance Option is being increased due to an increase in the level of Loan Guarantee, the increased Benefit Amount cannot exceed the amount by which the Loan Guarantee has been increased;
- if the Total and Permanent Disability Benefit Amount is being increased, the Benefit Amount for Death cover must be increased by the same amount[#]; and
- for the first six months after the cover for the increase in Benefit Amount starts, the increase in Benefit Amount is only payable in the event of the life insured's Death, or Total and Permanent Disability if they are as a result of an Accident.

[#] The premium will increase to reflect the increase in cover. Please note that the increased cover does not apply until we have confirmed it, in writing, and you have paid the additional premium.

If you wish to increase the Benefit Amount you must apply in writing within 30 days of the business event or within 30 days of the Policy anniversary following the business event. A limit of one increase can be made each year, and the rationale for the increase must be the same as that adopted in the application for the Business Insurance Option.

No increase is available if at the time of applying for the increase, you or anyone else has made or is entitled to make a claim in relation to the life insured under this Policy or any other policy providing cover for Death, Terminal Illness, Total and Permanent Disability or Crisis.

To obtain the requested increase you will need to apply to us in writing and provide us with:

- a confirmation that the life insured is actively at work in their usual occupation at the time you apply for the increase;
- a current valuation of the business provided by a qualified accountant or business valuer (who is the same person or firm who provided to us financial evidence of the value associated with the business insurance purpose for the purposes of our assessment of the original application for this option or such other person or firm agreed to by us, using the same methodology); and
- any other evidence, other than medical evidence, we may request to assess the application.

Section 4

Life Protection Plan Plan Conditions

The Business Insurance Option will expire on the earliest of the following:

- the option is cancelled by the Policy owner;
- the maximum increase limit for the Benefit Amount for Death or Total and Permanent Disability cover has been reached;
- you are entitled to make a claim or we have paid a claim under this Policy;
- the anniversary of the Plan start date three years after the later of:
 - the Plan start date; and
 - the last increase under the option we approved;

unless you can provide financial evidence acceptable to us that you were unable to apply for an increase in that three years because no increase conditions were met. Should this occur, we will extend the eligibility period for a further three years from the date that we accept the financial evidence.

- cancellation of the Policy for non-payment of the premium;
- the anniversary of the Plan start date immediately prior to the life insured attaining of age 65; or
- the death of the life insured.

If the Policy Certificate states the Business Insurance Option applies the following revised terms apply:

- the Inflation Protection Benefit does not apply but will apply on the first anniversary after expiry or cancellation of the Business Insurance Option provided the Policy has not been cancelled for non-payment of the premium;
- the Guaranteed Personal Insurability Benefit does not apply;
- the Guaranteed Business Insurability Benefit does not apply;
- the Death Buy Back on Total and Permanent Disability option does not apply;
- the Premium Relief Option does not apply; and
- the Plan cannot be provided as a stand-alone Total and Permanent Disability for that life insured.

Plan Exclusions

No payments will be made under the Life Protection Plan if the event giving rise to the claim is caused directly or indirectly by an intentional, self-inflicted act by the life insured within 13 months of:

- the Plan start date;
- the date of an applied-for increase but only in respect of the increase; or
- the most recent date we agreed to reinstate either the Plan or Policy.

We will waive the above exclusion if, immediately prior to the commencement of cover, you had death cover on the life insured which was current for at least 13 consecutive months (without lapsing and/or reinstatement) with TOWER or another insurer, and you have replaced the death cover with

the Life Protection Plan. The waiver will only apply up to the level of cover you had with TOWER or the other insurer. Should you reinstate your cover at anytime, this exclusion will recommence from the date of reinstatement.

No premiums will be waived under the Premium Relief Option if the event giving rise to the claim is caused directly or indirectly by:

- an intentional, self-inflicted act by the life insured;
- pregnancy, unless disability continues for longer than three months after the pregnancy ends, in which case disability will be considered to have started at the date the pregnancy ends.

No payments will be made under the Total and Permanent Disability Benefit if the event giving rise to the claim is caused directly or indirectly by an intentional, self-inflicted act by the life insured.

If death cover is repurchased using the Death Buy-Back on Total and Permanent Disability option, or the Death Buy-Back on the Crisis Protection Plan, the Guaranteed Personal Insurability Benefit, Guaranteed Business Insurability Benefit and Business Insurance Option will not apply and may not be used to increase the Benefit Amount of the Death Benefit.

Plan Adjustments

When the Policy Certificate indicates that the Total and Permanent Disability Benefit is attached to the Life Protection Plan or a stand-alone Total and Permanent Disability Plan is linked to a Life Protection Plan:

- payments under the Total and Permanent Disability Benefit will reduce the Life Protection Plan Benefit Amount by the amount paid; and
- payments under the Terminal Illness Benefit will reduce the Total and Permanent Disability Benefit Amount by the amount paid.

If a Policy Certificate indicates that a stand-alone Crisis Protection Plan is linked to a Life Protection Plan:

- payments under the Crisis Protection Plan will reduce the Life Protection Plan Benefit Amount by the amount paid; and
- payments under the Death or Terminal Illness Benefit will reduce the Crisis Protection Plan Benefit Amount by the amount paid: and
- the Death Buy-Back Benefit under the stand-alone Crisis Protection Plan applies to the linked Life Protection Plan on the same terms and conditions as those set out on page 38, and can be used to repurchase the reduced Life Protection Plan Benefit Amount.

If death cover is repurchased using the Death Buy-Back on Total and Permanent Disability option, or the Death Buy-Back on the Crisis Protection Plan, the Guaranteed Personal Insurability Benefit, Guaranteed Business Insurability Benefit and Business Insurance options will not apply and may not be used to increase the Benefit Amount of the Death Benefit and / or Total and Permanent Disability Benefit (if applicable).

Plan Conditions

Cessation of Cover

Cover ends on the earliest of:

- the Plan end date;
- the date we receive the Policy owner's written request to cancel the Policy;
- the Policy lapsing as a result of non-payment of the premium;
- the Policy anniversary prior to the life insured's 100th birthday for the Life Protection Plan;
- the Policy anniversary prior to the life insured's 100th birthday for Total and Permanent Disability attached to the Life Protection Plan;
- the Policy anniversary prior to the life insured's 65th birthday for stand-alone Total and Permanent Disability;
- the death of the life insured; or
- the full Benefit Amount being paid.

If your stand-alone Total and Permanent Disability Plan is linked to a Life Protection Plan, then the following provisions will also apply:

- If the Life Protection Plan is in force on the Policy anniversary prior to the life insured's 65th birthday, then:
 - the Total and Permanent Disability Plan will continue;
 - Loss of Independent Existence will become the only definition to apply to future claims under the Total and Permanent Disability Benefit; and
 - the Total and Permanent Disability Benefit Amount will be restricted to a maximum of \$1,000,000.
- If the Life Protection Plan has lapsed or has been cancelled before the Policy anniversary prior to the life insured's 65th birthday, then:
 - the Total and Permanent Disability Benefit will continue on the terms and conditions applicable to a stand-alone Plan that is not linked to a Life Protection Plan, and will end at the Policy anniversary prior to the life insured's 65th birthday; and
 - The Death Buy Back Option will cease; and
 - there will be an increase in premium rates.
- If the Life Protection Plan lapses or is cancelled after the Policy anniversary prior to the life insured's 65th birthday then the Total and Permanent Disability Plan will cease on the date that the Life Protection Plan lapses or is cancelled.

Life Protection Plan Plan Definitions

Accident or Accidental means an accident caused wholly by violent, accidental, external and visible means.

Activities of Daily Living are;

- Bathing - the ability to shower and bathe.
- Dressing - the ability to put on and take off clothing.
- Toileting - the ability to get on and off, and use, the toilet.
- Mobility - the ability to get in and out of bed and a chair.
- Feeding - the ability to get food from a plate into the mouth.

Benefit Amount means the amount shown in the certificate for the Life Protection Plan or benefit option after taking into account increases or reductions, applying:

- under the conditions of the Plan or option; or
- in line with a request by you that is agreed to by us.

Blindness means the permanent Loss of Sight of both eyes.

Immediate Family Member means spouse, partner, de-facto, children, parents and siblings.

Indexation Factor is the percentage change in the Consumer Price Index (Weighted Average All Capital Cities) as last published by the Australian Bureau of Statistics in respect of the 12 month period finishing on 30 September.

This factor will be determined at 30 November each year and applied, where indicated, for the following year. If it is not published by 30 November, the indexation factor will be calculated based upon a retail price index which we consider replaces it.

If the percentage change in the Consumer Price Index, or any substitute for it, is negative, the Indexation Factor will be taken as zero.

Injury means an Accidental bodily Injury suffered by the life insured.

Loss of Independent Existence means Significant Cognitive Impairment or the total and irrecoverable loss of ability, due to Sickness or Injury, to perform at least two of the Activities of Daily Living without the physical assistance of another person.

Section 4

Life Protection Plan

Plan Conditions

Loss of a Single Limb means the total and irrecoverable loss of use of one Limb.

Loss of Limbs means the total and irrecoverable loss of use of two Limbs.

Limb means an arm, leg, hand or foot.

Loss of Sight means the total and irrecoverable loss of sight (whether aided or unaided) in an eye to the extent that visual acuity in the eye, on a Snellen Scale after correction by a suitable lens is less than 6/60, as a result of Sickness or Injury.

Medical Practitioner means a person who is legally qualified and registered as a Medical Practitioner, other than:

- you or the life insured;
- a business partner of you or the life insured; or
- an Immediate Family Member of you or the life insured.

If practising other than in Australia, the Medical Practitioner must be approved by us and have qualifications equivalent to Australian standards.

Note: Chiropractors, physiotherapists and alternative therapy providers are not regarded as Medical Practitioners.

Own Occupation is the occupation in which the life insured was working immediately prior to the Sickness or Injury causing disability.

If the life insured had been working in more than one occupation that meets these criteria, 'Own Occupation' will include all of those occupations.

Sickness means an illness or disease suffered by the life insured, and is diagnosed by a Medical Practitioner.

Significant Cognitive Impairment means a deterioration or loss of intellectual capacity that results in a requirement for a full time permanent caregiver.

Terminally Ill and **Terminal Illness** means an illness or condition where, after having regard to the current treatment or such treatment as the life insured may reasonably be expected to receive, the life insured will not survive more than 12 months.

Total and Permanent Disability and Totally and Permanently Disabled mean that:

- solely because of a Sickness or Injury, the life insured has not been in any occupation for three consecutive months and, in our opinion, after consideration of medical and any other evidence, is incapacitated to such an extent as to render the life insured unlikely ever to be able to work in any occupation for which they are reasonably suited by training, education or experience which would pay remuneration at a rate greater than 25% of the life insured's earnings during their last 12 months of work; or
- solely because of a Sickness or Injury, the life insured has suffered at least 25% impairment of Whole Person Function and has not been working in any occupation, and, in our opinion, after consideration of medical and any other evidence, is incapacitated to such an extent as to render the life insured unlikely ever to be able to work in any occupation for which they are reasonably suited by training, education or experience which would pay remuneration at a rate greater than 25% of the life insured's earnings during their last 12 months of work; or
- the life insured suffers the loss of:
 - both feet, both hands or sight in both eyes; or
 - any combination of two of, a hand, a foot or sight in an eye.

'Loss' in this instance means the total and permanent loss of:

- the use of the hand or foot from the wrist or ankle joint; or
- sight to the extent that visual acuity in the eye, on a Snellen Scale after the correction by a suitable lens, is less than 6/60; or
- the life insured is totally and permanently unable to perform at least two of the five Activities of Daily Living without the physical assistance of another person.

From the Policy anniversary prior to the life insured's 65th birthday, 'Total and Permanent Disability', and 'Totally and Permanently Disabled' mean that the life insured suffers:

- Loss of Independent Existence; or
- Loss of Limbs; or
- Blindness.

When '**Own Occupation**' is shown in the Policy Certificate, the references above to 'any occupation for which they are reasonably suited by training, education or experience which would pay remuneration at a rate greater than 25% of the life insured's earnings during their last 12 months of work' will be replaced by 'their Own Occupation'.

Plan Conditions

Crisis Protection Plan Plan Conditions

The Crisis Protection Plan only applies under the TOWER Protection Policy if indicated in your Policy Certificate. If the Crisis Protection Plan is provided as stand-alone, this will be shown in your Policy Certificate together with any link to a Life Protection Plan.

Benefits

In all cases where we refer to a benefit payment the statement is made on the basis that the Benefit referred to is payable under the terms and conditions of the Policy. We will not pay a benefit if an exclusion applies. Exclusions are explained on page 42. You must also satisfy our claim requirements, explained on page 71.

Crisis Benefit

When the life insured suffers a Crisis Event, the Benefit Amount will be paid. If the stand-alone Crisis Protection Plan has been selected, no payments will be made unless the life insured survives a Crisis Event for at least 14 days.

In the case of Angioplasty, the amount to be paid is reduced to 25% of the Benefit Amount to a maximum payment of \$25,000 per occurrence, unless a benefit is payable under Triple Vessel Angioplasty.

If the life insured suffers more than one Crisis Event, the Benefit Amount is only payable for the first occurring Crisis Event (unless the first to occur is Angioplasty). If Angioplasty is the first Crisis Event to occur, the remaining Benefit Amount will be the basis used to determine payment in accordance with the Plan terms and conditions when the life insured suffers another Crisis Event.

More than one payment can be made for Angioplasty, subject to:

- the first Angioplasty procedure ever undergone by the life insured occurring after the commencement of the Plan;
- each subsequent Angioplasty procedure occurring at least six months after the previous Angioplasty procedure; and
- a maximum of three payments.

If the Death and Terminal Illness Benefits are taken with the Crisis Benefit, any Crisis Benefit payment will reduce the Death and Terminal Illness Benefits by the amount paid.

If a stand-alone Crisis Protection Plan is linked to a Life Protection Plan, any Crisis Benefit payment will reduce the Life Protection Plan Benefit Amount by the amount paid.

Crisis Events are:

- Heart conditions
 - Angioplasty*
 - Aortic Surgery
 - Cardiomyopathy
 - Coronary Artery Bypass Surgery*
 - Heart Attack*
 - Heart Valve Surgery*
 - Primary Pulmonary Hypertension
 - Triple Vessel Angioplasty*
- Neurological conditions
 - Dementia
 - Encephalitis and Meningitis
 - Meningococcal Disease
 - Motor Neurone Disease
 - Multiple Sclerosis
 - Muscular Dystrophy
 - Paralysis
 - Parkinson's Disease
 - Stroke*
- Blood disorders
 - Aplastic Anaemia
 - Medically Acquired HIV
 - Occupationally Acquired HIV
- Cancer
 - Cancer*
 - Benign Brain Tumour
- Permanent conditions
 - Loss of Independent Existence
 - Loss of Limbs
 - Loss of Limbs and Sight
- Organ disorders
 - Blindness
 - Chronic Kidney Failure
 - Chronic Liver Failure
 - Chronic Lung Failure
 - Coma
 - Loss of Hearing
 - Loss of Speech
 - Major Head Trauma
 - Major Organ Transplant
 - Pneumonectomy
 - Severe Burns

* In the case of these events, no benefit would be paid under the Plan if the condition occurred or was diagnosed, or the circumstances leading to diagnosis became apparent, within three months after:

- the Plan start date;
- the date of an applied for increase but only in respect of the increase; or
- the most recent date that we have agreed to reinstate either the Plan or Policy.

The Crisis Event definitions are referred to at page 43 of the Plan Conditions.

Death Benefit

The Death Benefit does not apply to the stand-alone Crisis Protection Plan.

When the life insured dies, the Benefit Amount as outlined in the Plan will be paid.

Terminal Illness Benefit

The Terminal Illness Benefit does not apply to the stand-alone Crisis Protection Plan.

When the life insured is diagnosed as Terminally Ill, the Benefit Amount will be paid providing the Death Benefit is current.

As the Terminal Illness Benefit Amount paid to the life insured is equal to the full Benefit Amount, the Crisis Protection Plan will cease for the life insured.

Inflation Protection Benefit

At each Policy anniversary, we will increase the Benefit Amount under the Plan by the greater of the Indexation Factor and three per cent.

This increase will occur on each Policy anniversary unless:

- you tell us that the Inflation Protection Benefit is not to apply to your Policy; or
- premiums are being waived under the Premium Relief Option.

In the event of an increase, a new premium will be calculated to incorporate the increased Benefit Amount. This calculation will also take into account the life insured's age and premium type, (i.e. the stepped or level premium). We will not take into account any changes in the life insured's health, occupation or pastimes.

The maximum amount that the Benefit Amount can be increased to under the Inflation Protection Benefit is unlimited for the Crisis Protection Plan.

Increases to the Crisis Protection Plan Benefit Amount under the Inflation Protection Benefit will cease on the earlier of:

- when you ask us not to increase the Benefit Amount; or
- for the stand-alone Crisis Protection Plan, the Policy anniversary prior to the life insured's 70th birthday;
- for the Crisis Protection Plan where Death and Terminal Illness are included, the Policy anniversary prior to the life insured's 100th birthday;
- for a stand-alone Crisis Protection Plan linked to a Life Protection Plan, the Policy anniversary prior to the life insured's 100th birthday.

The Inflation Protection Benefit does not apply to the Child's Crisis Option.

Advancement Benefit

The Advancement Benefit will be paid when the life insured is diagnosed by a Medical Practitioner as suffering from:

- motor neurone disease;
- multiple sclerosis;
- muscular dystrophy;
- Parkinson's disease; or
- primary pulmonary hypertension.

For the purposes of the Advancement Benefit only, these conditions have their normal medical meaning rather than the meaning defined in the Crisis Event definitions referred to at page 43 of the Plan Conditions.

The Advancement Benefit will also be paid if the life insured has been placed on a waiting list to receive a major organ transplant and that procedure is unrelated to any previous procedure or surgery undergone by the life insured.

The amount to be paid will be 25% of the Benefit Amount, to a maximum payment of \$25,000. Only one Advancement Benefit will be paid in respect of the life insured. The Crisis Protection Plan Benefit Amount will be reduced by the Advancement Benefit paid.

Paralysis Support Benefit

If the life insured becomes paralysed, the Crisis Protection Plan benefit payment will be:

- two times the Benefit Amount, to a maximum of \$2,000,000; or
- the Benefit Amount, if it is greater than \$2,000,000.

Premium Freeze Benefit

If a premium is paid as a stepped premium and the life insured is older than age 45, the Premium Freeze Benefit can be activated.

Under the Premium Freeze Benefit, the Benefit Amount of the Crisis Protection Plan will be set to the level which can be purchased by the frozen premium. It is important to note that while premiums remain level under the Premium Freeze Benefit there will be a corresponding reduction in cover on a yearly basis using this approach.

If you choose to activate the Premium Freeze Benefit, the Inflation Protection Benefit will not apply. If you stop using the Premium Freeze Benefit within three years of it starting, the Inflation Protection Benefit will recommence. This will occur only if it was applicable prior to the Premium Freeze Benefit being activated.

Plan Conditions

Death Buy-Back Benefit

The Death Buy-Back Benefit does not apply to the stand-alone Crisis Protection Plan, unless that stand-alone Plan is linked to a Life Protection Plan.

Under the Death Buy-Back Benefit you can purchase Death cover on the life insured under the Life Protection Plan. If the Life Protection Plan is no longer sold by TOWER, continued cover will be available under TOWER's Life Protection product that replaces it. The Death Buy-Back Benefit can be exercised without having to provide evidence of health, occupation or pursuits.

This benefit may be exercised after a full Crisis Benefit, Paralysis Support Benefit or Total and Permanent Disability Benefit (if applicable) has been paid which reduces your cover on the Crisis Protection Plan to zero.

The benefit may also be exercised after a full Crisis Benefit, Paralysis Support Benefit or Total and Permanent Disability Benefit (if applicable) has been paid which reduces the cover on a linked Life Protection Plan.

The amount of cover you may purchase is the Crisis Protection Plan Benefit Amount paid.

You must notify us in writing of your intention to exercise the Death Buy-Back Benefit within 30 days of the 12 month anniversary of the full Benefit Amount having been paid under the Crisis Protection Plan.

The Death Buy-Back Benefit will expire if not exercised before the earlier of:

- 30 days after its due date, which is 12 months after the full Benefit Amount under the Crisis Benefit or Total and Permanent Disability Benefit (if applicable) has been paid; or
- the 70th birthday of the life insured.

The premium for the repurchased death cover will be based on our standard premium rates for the age of the life insured at the time the option is exercised. It will also take into account any extra premiums charged, and special provisions that apply to the Crisis Protection Plan for the life insured.

The repurchased death cover will not be eligible for increases under the Guaranteed Personal Insurability Benefit or the Guaranteed Business Insurability Benefit.

Guaranteed Personal Insurability Benefit

Under the Guaranteed Personal Insurability Benefit, you can increase the Benefit Amount of the Crisis Protection Plan, subject to:

- application in writing for an increase being made within 30 days of an Allowable Event (as described below), or within 30 days of the Policy anniversary following an Allowable Event;
- the life insured being less than age 55 at the time of an Allowable Event;

- the increase being up to the lesser of:
 - 25% of the original Benefit Amount;
 - \$200,000;
 - five times the annual amount of salary increase (if applicable); and
 - the amount of mortgage being taken out or increased (if applicable);
- total crisis cover on the life insured, (including the cover with TOWER and any other organisation), being less than \$2,000,000, and
- evidence, satisfactory to us, of the Allowable Event, being provided.

For all increases under this Benefit, the maximum amount by which you can increase the sum is the lower of:

- the original Benefit Amount; and
- \$1,000,000,

subject to total crisis cover (including cover with TOWER and any other organisation) not exceeding \$2,000,000.

Only one Guaranteed Insurability Benefit (either Personal or Business) may be exercised in any 12 month period.

The premium for the new Benefit Amount will be calculated in line with the Plan Conditions and will take into account any extra premiums charged, and special provisions that apply to the Crisis Protection Plan.

If cover increases as a result of Guaranteed Personal Insurability, changes in the health, occupation or pastimes of the life insured will not be taken into account.

Allowable events are:

- the birth of a child where the life insured is a parent;
- the adoption of a child by the life insured;
- a dependent child of the life insured starts secondary school;
- marriage of the life insured;
- divorce of the life insured;
- a change in employment status of the life insured where the life insured's salary increases by at least \$10,000 a year;
- the life insured completes a post graduate degree; and
- taking out, or increasing, a mortgage by the life insured (either alone or jointly with another person) on the purchase of a home which is the primary residence of the life insured.

During the first six months after exercising the Guaranteed Personal Insurability Benefit, the increased portion of the Benefit Amount will only be paid in the event of the life insured suffering any of the listed Crisis Protection Plan events that are caused by Accident.

The Guaranteed Personal Insurability Benefit cannot be exercised while premiums are being waived under the Premium Relief Option.

If a loading or an exclusion has been applied to your cover, this benefit is not available.

Section 4

Crisis Protection Plan Plan Conditions

This benefit is not available if your Crisis Protection Plan cover results from applying the Crisis Buy-Back Option.

Guaranteed Business Insurability Benefit

Under the Guaranteed Business Insurability Benefit, you can increase the Benefit Amount of the Crisis Protection Plan subject to:

- application in writing for an increase being made within 30 days of an Allowable Event (as described below), or within 30 days of the Policy anniversary following an Allowable Event;
- our receipt of acceptable supporting financial evidence;
- the life insured being less than age 55 at the time of the Allowable Event (as described below);
- the increase being up to the lesser of:
 - 25% of the original Benefit Amount;
 - \$200,000;
 - five times the average of the last three years consecutive annual increases in the life insured's annual remuneration package (if applicable); and
 - the increased amount in the life insured's financial interest in the business (if applicable), and
- total crisis cover on the life insured, (including the cover with TOWER and any other organisation), being less than \$2,000,000.

For all increases under this benefit, the maximum amount by which you can increase the Benefit Amount is the lower of:

- the original Benefit Amount; and
- \$1,000,000,

subject to total crisis cover (including cover with TOWER and any other organisation) not exceeding \$2,000,000.

Only one Guaranteed Insurability Benefit (either Personal or Business) may be exercised in any 12 month period.

The premium for the new Benefit Amount will be calculated in line with the Plan Conditions and will take into account any extra premiums charged, and special provisions that apply to the Crisis Protection Plan.

If cover increases as a result of Guaranteed Business Insurability, changes in the health, occupation or pastimes of the life insured will not be taken into account.

Allowable events are:

- an increase in the life insured's value to the business, where the insured person is a key person in that business;
- an increase in the life insured's financial interest in the business, whether as a partner, shareholder or unit holder, and the Policy forms part of a buy-sell, share purchase or business succession agreement; or
- an increase in the loan liability of the business, for which the life insured is the primary guarantor.

During the first six months after exercising the Guaranteed Business Insurability Benefit, the increased portion of the Benefit Amount will only be paid in the event of the life insured suffering any of the listed Crisis Events that are caused by Accident.

The Guaranteed Business Insurability Benefit cannot be exercised while premiums are being waived under the Premium Relief Option.

If a loading or an exclusion has been applied to your cover, this benefit is not available.

This benefit is not available if your Crisis Protection Plan cover results from applying the Crisis Buy-Back Option.

Benefit Options at Additional Cost

Benefit options listed below only apply if indicated in your Policy Certificate.

Premium Relief Option

Under the Premium Relief Option, premiums due under the Crisis Protection Plan (and any benefit options attached to it) will be waived when, as a result of Sickness or Injury, the life insured is for three consecutive months:

- totally unable to work in any occupation suited by training, education or experience;
- not producing an income; and
- following the advice of a Medical Practitioner.

The premium waived will be the daily proportion of premiums due in respect of the life insured under the Crisis Protection Plan.

The Premium Relief Option will stop on the earlier of:

- the life insured returning to work;
- the life insured earning an income; or
- the Policy anniversary prior to the life insured's 65th birthday.

Plan Conditions

Child's Crisis Option

The Benefit Amount under the Child's Crisis Option will be paid when an insured child suffers a Crisis Event under the Child's Crisis Option as described below.

If an insured child suffers more than one Crisis Event, the Benefit Amount is only paid for the Crisis Event which occurs first.

Crisis Events under the Child's Crisis Option are:

- Death
- Terminal Illness
- Aplastic Anaemia
- Benign Brain Tumour
- Blindness
- Cancer*
- Cardiomyopathy
- Chronic Kidney Failure
- Coma
- Encephalitis and Meningitis
- Heart Attack*
- Loss of Hearing
- Loss of Limbs
- Loss of Limbs and Sight
- Loss of Speech
- Major Head Trauma
- Major Organ Transplant
- Meningococcal Disease
- Paralysis (the Paralysis Support Benefit will not apply)
- Severe Burns
- Stroke*
- Subacute Sclerosing Panencephalitis

* In the case of these events, no benefit would be paid under the Plan if the condition occurred or was diagnosed, or the circumstances leading to diagnosis became apparent, within three months after:

- the Plan start date;
- the date of an applied for increase but only in respect of the increase; or
- the most recent date that we have agreed to reinstate either the Plan or Policy.

Grief Counselling is available to the immediate family members of the insured child. This counselling is provided to assist family members to come to terms with their reaction to grief which arises from the death of, or other Crisis Event occurring to the child. We will reimburse the costs of the initial consultation up to a maximum of \$500. The consultation must be with an independent, qualified counselling organisation.

On expiry of the Crisis Protection Plan, all cover provided under the Child's Crisis Option will cease.

On the anniversary of the Policy start date immediately prior to the insured child's 19th birthday, if no benefit has been paid under the Child's Crisis Option for the

insured child, you can elect to continue the Crisis cover for your child under the Crisis Protection Plan. If the Crisis Protection Plan is no longer sold by TOWER, continued cover will be available under TOWER's Crisis product that replaces it.

If the Benefit Amount under the new Crisis Protection Plan (or other replacement Policy) is less than or the same as the original Benefit Amount, the insured child's health will not be underwritten, but we will require details of smoking status, occupation and pursuits.

However, any increase to the Benefit Amount for such a Policy will be subject to full underwriting. This applies in all circumstances including (but not limited to):

- if the Benefit Amount is increased at the time of continuing cover under the Crisis Protection Plan (or replacement policy); or
- the Benefit Amount is increased during the lifetime of that new Policy, regardless of whether the terms and conditions of the new Policy allow a guaranteed increase of the Benefit Amount without underwriting.

These conditions override the terms of any new or continued Policy arising from the exercising of the continuation option under the Child's Crisis Option.

The premium rate under the new Crisis Protection Plan (or other replacement Policy) will be the standard rate for that Policy applying for the sex, smoking status and any other premium rating factors that apply at the time the continuation option is exercised. Any special conditions, loadings or exclusions that applied to the original Child's Crisis Policy will continue to apply under the new Crisis Protection Plan Policy.

If you wish to exercise this continuation option, you must apply to us in writing within 30 days of the Policy anniversary prior to the insured child's 19th birthday.

Total and Permanent Disability Option

Under the Total and Permanent Disability Option we will pay the Benefit Amount when the life insured is Totally and Permanently Disabled. Please see the definition of Total and Permanent Disability in the Plan Conditions on page 44.

The Total and Permanent Disability Option will stop on the Policy anniversary prior to the life insured's 65th birthday.

Section 4

Crisis Protection Plan Plan Conditions

Crisis Buy-Back Option

If the life insured suffers a listed Crisis Event and we pay 100% of the Crisis Benefit, the Plan will end.

This Crisis Buy-Back Option allows you to repurchase this Crisis cover on the life insured under this Plan. If this Plan is no longer sold by TOWER, you may apply to purchase cover under whichever TOWER product replaces it. The Crisis Buy-Back Option can be exercised without having to provide evidence of health, occupation or pursuits.

The amount of cover that you may purchase is the amount of the Crisis Benefit paid.

You must notify us in writing of your intention to exercise the Crisis Buy-Back Option within 30 days of the first anniversary of the date on which 100% of the Benefit Amount has been paid under the Crisis Protection Plan.

The Crisis Buy-Back Option will expire if not exercised before the earlier of:

- its due date, which is 30 days after the first anniversary after we have paid the full amount of the Crisis Benefit or an amount which (when added to previous Crisis Benefit payments) results in the Crisis Benefit having been paid in full; or
- the 65th birthday of the life insured.

The premium for the repurchased Crisis cover will be based on our standard premium rates for the age of the life insured at the time the option is exercised and will take into account any extra premiums charged for, and special provisions that apply to your Crisis Protection Plan. Those extra premiums and special conditions will be maintained under the bought back cover.

If your Policy includes this option, we will allow you to buy back Crisis cover on the following basis:

- the Crisis Benefit Amount must not exceed 100% of the Crisis Benefit paid;
- an additional premium will be charged at the rates that we would apply at the date of the buy-back for a Crisis Protection Plan for the life insured based on his or her age at next birthday, but we will not take into account changes in the health, occupation or pastimes of the life insured;
- the bought back cover will not be eligible for any of the optional benefits available under the Crisis Protection Plan, including the Crisis Buy-Back Option; and
- the bought back cover will not be eligible for increases under the Inflation Protection Benefit, the Guaranteed Personal Insurability Benefit or the Guaranteed Business Insurability Benefit.

If the life insured is subsequently diagnosed with a Crisis Event, we will pay a claim under the bought back cover provided the Crisis event occurred or was diagnosed, or the circumstances leading to diagnosis became apparent after the Crisis cover was bought back, subject to the conditions below.

We will not pay a claim under the bought back cover if the Crisis Event:

- is the same as the original Crisis Event for which we paid a benefit; or
- is directly or indirectly caused by or related to the original Crisis Event, or symptoms or condition(s) which caused the occurrence of the original Crisis Event; or
- is a Loss of Independent Existence; or
- is a Heart Condition and the original Crisis Event was also a Heart Condition; or
- is a Stroke or Paralysis (directly or indirectly resulting from a Stroke) and the original Crisis Event was a Heart Condition.

In the above paragraph, Heart condition includes: Aortic Surgery, Coronary Artery Bypass Surgery, Heart Attack, Heart Valve Surgery, Cardiomyopathy, Triple Vessel Angioplasty, Primary Pulmonary Hypertension (as defined), and any other condition that we include in the meaning of Heart condition at the time the Crisis Cover is bought back.

This option cannot be exercised where:

- a Total and Permanent Disability or Terminal Illness Benefit is paid; or
- a benefit is paid for Angioplasty; or
- a benefit is paid for Motor Neurone Disease, Multiple Sclerosis, Muscular Dystrophy, Parkinson's Disease or Primary Pulmonary Hypertension under the Advancement Benefit; or
- a benefit is paid under the Advance Payment for Cancer Option.

This option ceases at the Policy anniversary preceding age 65.

Advanced Payment for Cancer Option

Under the Advanced Payment for Cancer Option, a payment 10% of the Benefit Amount, up to a maximum of \$25,000, is payable on the occurrence of the following Crisis Events:

- Carcinoma In Situ;
- Early Stage Chronic Lymphocytic Leukaemia;
- Early Stage Melanoma; and
- Early Stage Prostate Cancer.

The Crisis Benefit Amount is reduced by the amount of any payment made for these events.

The Advanced Payment for Cancer is payable once only for each event above. We will pay for multiple events under this Option to a maximum of \$100,000. The Crisis Benefit Amount will reduce by any payments made under this Option.

Plan Conditions

Plan Exclusions

No payments will be made under the Death Benefit or Terminal Illness Benefit if the event giving rise to the claim is caused directly or indirectly by an intentional, self-inflicted act by the life insured within 13 months of:

- the Plan start date;
- the date of an applied-for increase but only in respect of the increase; or
- the most recent date we agreed to reinstate either the Plan or Policy.

We will waive the above exclusion if, immediately prior to the commencement of cover, you had death cover on the life insured which was current for at least 13 consecutive months (without lapsing and/or reinstatement) with TOWER or another insurer, and you have transferred the Death Benefit to the Crisis Protection Plan. The waiver will only apply up to the level of cover you had with TOWER or the other insurer. Should you reinstate your cover at anytime, this exclusion will recommence from the date of reinstatement.

No payments will be made under the Crisis Benefit:

- if the event giving rise to the claim is caused directly or indirectly by an intentional, self-inflicted act by the life insured; or
- in the case of Angioplasty, Coronary Artery Bypass Surgery, Cancer, Heart Attack, Heart Valve Surgery, Triple Vessel Angioplasty or Stroke, if the condition occurred or was diagnosed, or the circumstances leading to diagnosis became apparent, within three months after:
 - the Plan start date;
 - the date of an applied for increase but only in respect of the increase; or
 - the most recent date we agreed to reinstate either the Plan or Policy.

No payments will be made under the Advanced Payment for Cancer Option in the case of Carcinoma In Situ, Early Stage Chronic Lymphocytic Leukaemia, Early Stage Melanoma or Early Stage Prostate Cancer, if the condition occurred or was diagnosed, or the circumstances leading to diagnosis became apparent, within three months after:

- the Plan start date;
- the date of an applied for increase but only in respect of the increase; or
- the most recent date we agreed to reinstate either the Plan or Policy.

We will waive this three month period if, immediately prior to the commencement of cover, TOWER or another insurer covered the life insured for the same specified Crisis Events and you have transferred your crisis cover to the Crisis Protection Plan (and the transfer was not within TOWER's or the other insurer's three month period). The waiver will only apply up to the level of crisis cover that you had with TOWER or the other insurer. Should you reinstate your cover at any time, the three month period will recommence from the date of reinstatement.

If the Policy Certificate indicates that the stand-alone Crisis Protection Plan is provided, no payments will be made under the Crisis Benefit unless the life insured survives a Crisis Event for at least 14 days.

No payments will be made under the Premium Relief Option if the event giving rise to the claim is caused directly or indirectly by:

- an intentional, self-inflicted act by the life insured;
- pregnancy, unless disability continues for longer than three months after the pregnancy ends, in which case disability will be considered to have started at the date the pregnancy ends.

No payments will be made under the Total and Permanent Disability Option if the event giving rise to the claim is caused directly or indirectly by an intentional, self-inflicted act by the life insured.

Under the Child's Crisis Option no payments will be made for Cancer or Stroke if that event occurred or was diagnosed, or the circumstances leading to diagnosis became apparent, within three months after:

- the Plan or option start date;
- the date of an applied for increase but only in respect of the increase; or
- the most recent date we agreed to reinstate either the Plan or Policy.

No payments will be made under the Child's Crisis Option if the Crisis Event is caused directly or indirectly by the intentional act of a person who stands to derive a benefit from the claim payment.

Plan Adjustments

The Benefit Amount will be reduced by payments under:

- the Advancement Benefit;
- the Crisis Event, Angioplasty;
- the Paralysis Support Benefit;
- the Advanced Payment for Cancer Option;
- any other similar policies which we were not told about at the time of application; or
- any other similar policies you told us would be cancelled upon acceptance of the Crisis Protection Plan.

If a stand-alone Crisis Protection Plan is linked to a Life Protection Plan, the Benefit Amount will be reduced by any Death, Terminal Illness or Total and Permanent Disability Benefit paid under the linked Life Protection Plan.

Cessation of Cover

Cover ends on the earliest of:

- the Plan end date;
- the date we receive the Policy owner's written request to cancel the Policy;
- the Policy lapsing as a result of non-payment of the premium;
- the Policy anniversary prior to the life insured's 100th birthday for Death, Terminal Illness and Loss of Independent Existence;
- the Policy anniversary prior to the life insured's 70th birthday for Crisis Events;
- the Policy anniversary prior to the life insured's 65th birthday for the Total and Permanent Disability Option;
- the Policy anniversary prior to the insured child's 19th birthday for Child's Crisis Option;
- the death of the life insured; and
- the full Benefit Amount being paid.

If a stand-alone Crisis Protection Plan is linked to a Life Protection Plan then the following provisions will also apply:

- If the Crisis Protection Plan is in force at the Policy Anniversary prior to the life insured's 65th birthday, then any optional Total and Permanent Disability Cover will cease.
- If the Life Protection Plan is in force at Policy anniversary prior to the date of the life insured's 70th birthday, then:
 - the stand-alone Crisis Protection Plan will continue until the Policy anniversary prior to the life insured's 100th birthday and:
 - the right to claim for Loss of Independent Existence will continue
 - cover for all other Crisis Events will cease.
- If the Life Protection Plan has lapsed or has been cancelled before the Policy anniversary prior to the life insured's 70th birthday, then:
 - the Crisis Protection Plan will continue on terms and conditions applicable to a stand-alone Plan that is not linked to a Life Protection Plan and cover will end at the Policy anniversary prior to the life insured's 70th birthday; and
 - there will be an increase in premium rates; and
 - the Death Buy Back Benefit will cease.

If the Life Protection Plan lapses or is cancelled after the Policy anniversary prior to the life insured's 70th birthday, then the Crisis Protection Plan will cease at the time of the Life Protection Plan lapse or cancellation.

Crisis Protection Plan Plan Definitions

Accident or **Accidental** means an accident caused wholly by violent, accidental, external and visible means.

Activities of Daily Living are;

- Bathing - the ability to shower and bathe;
- Dressing - the ability to put on and take off clothing;
- Toileting - the ability to get on and off, and use, the toilet;
- Mobility - the ability to get in and out of bed and a chair;
- Feeding - the ability to get food from a plate into the mouth.

Benefit Amount means the amount shown in the Policy Certificate for the Crisis Protection Plan or benefit option after taking into account increases or reductions, applying:

- under the conditions of the Plan or option; or
- in line with a request by you that is agreed to by us.

Immediate Family Member means spouse, partner, de facto, children, parents and siblings.

Indexation Factor is the percentage change in the Consumer Price Index (Weighted Average All Capital Cities) as last published by the Australian Bureau of Statistics in respect of the 12 month period finishing on 30 September.

It will be determined at 30 November each year and applied, where indicated, for the following year. If it is not published by 30 November, the Indexation Factor will be calculated based upon a retail price index which we consider replaces it.

If the percentage change in the Consumer Price Index, or any substitute for it, is negative, the Indexation Factor will be taken as zero.

Injury means an Accidental bodily injury suffered by the life insured.

Medical Practitioner means a person who is legally qualified and registered as a Medical Practitioner, other than:

- you or the life insured;
- a business partner of you or the life insured; or
- an Immediate Family Member of you or the life insured.

If practising other than in Australia, the Medical Practitioner must be approved by us and have qualifications equivalent to Australian standards.

Note: Chiropractors, physiotherapists and alternative therapy providers are not regarded as Medical Practitioners.

Plan Conditions

Own Occupation is the occupation in which the life insured was working immediately prior to the Sickness or Injury causing disability.

If the life insured had been working in more than one occupation that meets these criteria, 'Own Occupation' will include all of those occupations.

Sickness means an illness or disease suffered by the life insured, and is diagnosed by a Medical Practitioner.

Significant Cognitive Impairment means a deterioration or loss of intellectual capacity that results in a requirement for a full time permanent caregiver.

Terminally Ill and **Terminal Illness** means an illness or condition where, after having regard to the current treatment or such treatment as the life insured may reasonably be expected to receive, the life insured will not survive more than 12 months.

Total and Permanent Disability and **Totally and Permanently Disabled** under the Total and Permanent Disability Option mean that solely because of a Sickness or Injury, the life insured has not been in any occupation for three consecutive months and, in our opinion, after consideration of medical and other evidence, is incapacitated to such an extent as to render the life insured unlikely ever to be able to work in any occupation for which they are reasonably suited by training, education or experience which would pay remuneration at a rate greater than 25% of the life insured's earnings during their last 12 months of work.

When '**Own Occupation**' is shown in the Policy Certificate, the reference above to 'any occupation for which they are reasonably suited by training, education or experience which would pay remuneration at a rate greater than 25% of the life insured's earnings during their last 12 months of work' will be replaced by 'their Own Occupation'.

Whole Person Function means where a payment depends on the life insured meeting criteria that are based on the Whole Person Function, the calculation is to be based on the current edition of the American Medical Association publication entitled Guides to the Evaluation of Permanent Impairment until an equivalent Australian guide that has been sanctioned by the Australian Medical Association has been produced at which time the calculation in the relevant Australian guide will apply.

Crisis Events Definitions

Proof of occurrence of any Crisis Event must be supported by:

- appropriate Specialist Medical Practitioners registered in Australia or New Zealand (or other country approved by us), not being the life insured, you, the life insured's partner or spouse, or your partner or spouse; and
- confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence; and
- if the Crisis Event requires a surgical procedure to be performed, the procedure must be the usual treatment for the condition and be medically necessary.

Our medical advisers must support the occurrence of the Crisis Event.

We reserve the right to require the life insured to undergo a medical examination or other reasonable tests to confirm the occurrence of a Crisis Event.

Angioplasty means the actual undergoing of Coronary Artery Angioplasty to correct a narrowing or blockage of one or more coronary arteries.

Aortic Surgery means surgery to repair or correct an aortic aneurysm, an obstruction of the aorta, a coarctation of the aorta or traumatic Injury to the aorta. For the purpose of this definition, aorta means the thoracic and abdominal aorta but not its branches.

Aplastic Anaemia means bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment, with at least one of the following:

- blood product transfusions;
- marrow stimulating agents;
- immunosuppressive agents; or
- bone marrow transplantation.

Benign Brain Tumour means a noncancerous tumour in the brain which gives rise to characteristic symptoms of intracranial pressure such as papilloedema, mental symptoms, seizures and sensory impairment, resulting in: at least a permanent 25% impairment of Whole Person Function; or the life insured being totally and permanently unable to perform any one of the Activities of Daily Living.

The presence of the underlying tumour must be confirmed by CT Scan, MRI or other imaging studies.

Blindness means the permanent Loss of Sight of both eyes.

Section 4
Crisis Protection Plan
Plan Conditions

Cancer means the presence of one or more malignant tumours. The malignant tumour is to be characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.

The following tumours are excluded:

- tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia CIN-1, CIN-2 and CIN-3) or which are histologically described as premalignant*;
- all skin cancers, unless there is evidence of metastases or the tumour is a malignant melanoma of at least Clark level 3, or greater than 1.5mm maximum thickness as determined by histological examination using the Breslow method;
- prostatic cancers which are histologically described as TNM Classification T1 or are of another equivalent or lesser classification unless resulting in the surgical removal of the prostate;
- Chronic Lymphocytic Leukaemia less than Rai Stage 1.

*Carcinoma in situ of the breast is covered if it results directly in the removal of the entire breast. The procedure must be performed specifically to arrest the spread of malignancy, and be considered the appropriate and necessary treatment.

Carcinoma In Situ means the Insured has a carcinoma in situ, characterised by a focal autonomous new growth of carcinomatous cells, which has not yet resulted in the invasion of normal tissues. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane.

Only carcinoma in situ of the following sites is covered:

Cervix – uteri	the tumour must be classified as Tis according to the TNM staging method or FIGO stage 0. (Excluded are Cervical Intraepithelial Neoplasia (CIN) classifications including CIN 1, CIN 2, and CIN 3)
Fallopian Tube	the tumour must be limited to the tubal mucosa and classified as Tis according to the TNM staging method or FIGO Stage 0.
Vagina	the tumour must be classified as Tis according to the TNM staging method or FIGO stage 0.
Vulva	the tumour must be classified as Tis according to the TNM staging method or FIGO stage 0.
Breast	the tumour must be classified as Tis according to the TNM staging method or FIGO stage 0.
Prostate	the tumour is confined within the prostate and histologically described as T1 according to the TNM staging method or a Gleason Score of either 2, 3, 4 or 5.

Note: FIGO refers to the staging method of The Federation Internationale de Gynecologie et d'Obstetrique.

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

Chronic Kidney Failure means end stage renal failure presenting as chronic irreversible failure of both kidneys to function, resulting in renal transplantation or the permanent requirement for renal dialysis.

Chronic Liver Failure means end stage liver failure resulting in permanent jaundice, ascites and/or encephalopathy.

Chronic Lung Failure means end stage respiratory failure permanently requiring continuous oxygen therapy and with FEV 1 test results of consistently less than one litre.

Early Stage Chronic Lymphocytic Leukaemia means the presence of chronic lymphocytic leukaemia diagnosed as Rai stage 0, which is defined to be in the blood and bone marrow only.

Coma means a state of unconsciousness with no reaction to external stimuli or internal needs, resulting in a documented Glasgow Coma Scale of 6 or less, for a continuous period of at least 72 hours.

Coronary Artery Bypass Surgery means bypass grafting performed to correct or treat coronary artery disease.

Dementia means the unequivocal diagnosis of Alzheimer's disease or other dementia. The diagnosis must confirm permanent irreversible failure of brain function resulting in Significant Cognitive Impairment for which no other recognisable cause has been identified.

Encephalitis and Meningitis means the unequivocal diagnosis of encephalitis or meningitis where the condition is characterised by severe inflammation of the brain or the meninges of the brain resulting in permanent neurological deficit causing: at least a permanent 25% impairment of Whole Person Function; or the life insured being totally and permanently unable to perform any one the Activities of Daily Living.

Plan Conditions

Heart Attack (myocardial infarction) means the death of a portion of heart muscle as a result of inadequate blood supply to the relevant area. The basis of diagnosis will be:

- confirmatory new electrocardiogram (ECG) changes; and
- a diagnostic rise and fall (other than as a result of cardiac or coronary intervention) in either Troponin I in excess of 2.0ug/L or Troponin T in excess of 0.6ug/L or cardiac enzyme CK-MB.

If the above criteria are not met, we will pay a claim based on satisfactory evidence that the life insured has unequivocally been diagnosed as having suffered a myocardial infarction resulting in:

- a permanent reduction in the Left Ventricular Ejection Fraction to less than 50%, measured three months or more after the event; or
- new pathological Q waves.

Heart Valve Surgery means surgery to replace or repair a cardiac valve as a consequence of a cardiac valve abnormality or a cardiac aneurysm or other cardiac defects.

Limb means an arm, leg, hand or foot.

Loss of Hearing means the total and irrecoverable loss of hearing, both natural and assisted, in both ears as a result of Sickness or Injury.

Loss of Independent Existence means Significant Cognitive Impairment, or the total and irrecoverable loss of ability, due to Sickness or Injury, to perform at least two of the Activities of Daily Living without the physical assistance of another person.

Loss of Limbs means the total and irrecoverable loss of use of two Limbs.

Loss of Limbs and Sight means the total and irrecoverable loss of use of one Limb and the permanent Loss of Sight in one eye.

Loss of Sight means the total and irrecoverable loss of sight (whether aided or unaided) in an eye to the extent that visual acuity in the eye, on a Snellen Scale after correction by a suitable lens is less than 6/60, as a result of Sickness or Injury.

Loss of Speech means the total and irrecoverable loss of the ability to produce intelligible speech, as a result of permanent damage to the larynx or its nerve supply or to the speech centres of the brain, due to Sickness or Injury.

Major Head Trauma means Accidental head Injury resulting in neurological deficit causing: at least a permanent 25% impairment of Whole Person Function; or the life insured being totally and permanently unable to perform any one of the Activities of Daily Living.

Major Organ Transplant means the human to human transplant from a donor to the life insured of bone marrow or one of the following organs, or a permanent mechanical replacement of one of the following organs:

- kidney;
- heart;
- lung;
- liver;
- pancreas; or
- small bowel.

The transplant of all other organs, parts of organs or any other tissue transplant is excluded.

Medically Acquired HIV means accidental infection, after the inception of the Policy, with the human immunodeficiency virus (HIV) where the virus was acquired in Australia by the life insured from one of the following medically necessary events conducted by a recognised and registered health professional:

- a blood transfusion;
- transfusion with blood products;
- organ transplant to the life insured;
- assisted reproductive techniques; or
- a medical procedure or operation performed by a Medical Practitioner or dentist.

Notification and proof of the incident will be required via a statement from the appropriate Statutory Health Authority that the infection was medically acquired.

HIV infection transmitted by any other means including sexual activity or use of drugs, other than as prescribed by a Medical Practitioner for the life insured, is excluded.

This Crisis Event will not apply and no payment will be made where a cure has become available or where the infected person does not take any vaccine available prior to the event. 'Cure' means an Australian Government approved treatment, which renders the HIV inactive and non-infectious, or results in there being little or no impact on life expectancy. 'Vaccine' means a preparation approved by the Australian Government and recommended for use by the Government authority to produce immunity to the HIV.

Early Stage Melanoma means the presence of one or more malignant melanomas of 1.5mm or less maximum thickness as determined by histological examination using the Breslow method, or less than Clark Level 3 depth of invasion as determined by histological examination. The malignancy must be characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.

Meningococcal Disease means the unequivocal diagnosis of meningococcal septicaemia resulting: in at least a permanent 25% impairment of Whole Person Function; or the life insured being totally and permanently unable to perform any one of the Activities of Daily Living.

Section 4

Crisis Protection Plan Plan Conditions

Motor Neurone Disease means the unequivocal diagnosis of Motor Neurone Disease, with persistent neurological deficit resulting in: at least a permanent 25% impairment of Whole Person Function; or the life insured being totally and permanently unable to perform any one of the Activities of Daily Living.

Multiple Sclerosis means the unequivocal diagnosis of Multiple Sclerosis, where the condition is characterised by the demyelination in the brain and/or spinal cord resulting in neurological deficit and: at least a permanent 25% impairment of Whole Person Function; or the life insured being totally and permanently unable to perform any one of the Activities of Daily Living.

Muscular Dystrophy means the unequivocal diagnosis of Muscular Dystrophy with significant persistent neurological deficit resulting in: at least a permanent 25% impairment of Whole Person Function; or the life insured being totally and permanently unable to perform any one of the Activities of Daily Living.

Occupationally Acquired HIV means infection with the human immunodeficiency virus (HIV) where such infection arose from an Accident relating to the occupation of the life insured, subject to the following conditions:

- the Accident must have occurred after the inception of this Policy;
- within seven days of the Accident, proof of its occurrence must be registered:
 - with TOWER, including proof provided by a Medical Practitioner of a sero-negative HIV result after the accident; and
 - with any relevant authority, and proof of such registration must be lodged with TOWER.

The infection must manifest itself as a sero-positive HIV test result within six months of the reported occurrence.

The infection must not have arisen from a deliberately, self-inflicted or induced cause or from sexual activity (whether as part of normal occupational duties or otherwise), or from the use of drugs not medically prescribed for the life insured.

TOWER reserves the right to obtain independent tests and investigations, including the taking of blood samples from the life insured.

This Crisis Event will not apply and no payment will be made where a cure has become available or where the infected person does not take any vaccine available prior to the event. "Cure" means an Australian Government approved treatment which renders the HIV inactive and non-infectious, or results in there being little or no impact on life expectancy. "Vaccine" means a preparation approved by the Australian Government and recommended for use by the Government authority to produce immunity to the HIV.

Paralysis means the total and permanent loss of function of two or more limbs through Sickness or Injury causing permanent damage to the nervous system. This includes, but is not limited to, quadriplegia, paraplegia, diplegia and hemiplegia.

Parkinson's Disease means the unequivocal diagnosis of Parkinson's Disease where the condition cannot be controlled with treatment and the person shows signs of progressive incapacity with: at least a permanent 25% impairment of Whole Person Function; or the life insured being totally and permanently unable to perform any one of the Activities of Daily Living.

Pneumonectomy means the undergoing of surgery to remove an entire lung. This treatment must be deemed the most appropriate treatment and medically necessary.

Primary Pulmonary Hypertension means the life insured has Primary Pulmonary Hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterisation, resulting in permanent irreversible physical impairment to the degree of at least Class 3 of the New York Heart Association Classification of Cardiac Impairment.

Early Stage Prostate Cancer means the presence of prostate cancer that is histologically described as TNM Classification T1 (or of an equivalent classification).

Severe Burns means tissue Injury caused by thermal, electrical or chemical agents causing third degree or full thickness burns to:

- at least 20% of the body surface area as measured by the Lund and Browder Body Surface Chart; or
- the whole of both hands, requiring surgical debridement and/or grafting; or
- the whole of the face, requiring surgical debridement and/or grafting.

Subacute Sclerosing Panencephalitis means the unequivocal diagnosis of this disorder. (Only covered under the Child's Crisis Option.)

Stroke means a cerebrovascular event producing neurological deficit. This requires clear evidence on a CT, MRI or similar, appropriate scan or investigation that a stroke has occurred and of infarction of brain tissue, intracranial and/or subarachnoid haemorrhage. Transient ischaemic attacks, reversible neurological deficit, cerebral symptoms due to migraine, cerebral Injury resulting from trauma or hypoxia and vascular disease affecting the eye, optic nerve or vestibular functions are excluded.

Triple Vessel Angioplasty means the actual undergoing for the first time of coronary artery Angioplasty to correct a narrowing or blockage of three or more coronary arteries within the same procedure.

Plan Conditions

Income Protection Plan (IPP) Plan Conditions

The Income Protection Plan only applies under the TOWER Protection Policy if indicated in your Policy Certificate. The Income Protection Plan Plus only applies under the TOWER Protection Policy if indicated in your Policy Certificate.

Benefits

In all cases where we refer to a benefit payment the statement is made on the basis that the Benefit referred to is payable under the terms and conditions of the Policy. We will not pay a benefit if an exclusion applies. Exclusions are explained on page 56. You must also satisfy our claim requirements, explained on page 71.

Total Disability Benefit

If the occupation class of the life insured is AAA, AA+, AA, PAAA, PAA+ or PAA as specified in the Policy Certificate the Total Disability Benefit will be paid:

- when the life insured has been either Totally or Partially Disabled for the Waiting Period; and
- then at the conclusion of the Waiting Period remains Totally Disabled.

If the occupation class of the life insured is A, BBB, BB or B as specified in the Policy Certificate, the Total Disability Benefit will be paid:

- when the life insured has been Totally Disabled for 14 consecutive days during the Waiting Period;
- is Totally or Partially Disabled for the balance of the Waiting Period; and
- then at the conclusion of the Waiting Period remains Totally Disabled.

The amount paid will be the Benefit Amount, taking into account any Plan Adjustments.

The Total Disability Benefit:

- starts to accrue after the Waiting Period ends;
- is paid monthly in arrears; and
- will stop on the earliest of the following events:
 - the life insured no longer being Totally Disabled;
 - the end of the Benefit Period; or
 - the Plan end date.

Note that if the Benefit Period selected is 'To Age 70' and the life insured's Total Disability commences after the life insured's 65th birthday, the Benefit Amount will be reduced according to the following table:

Age Attained	% of Benefit Amount Payable
66	80%
67	60%
68	40%
69	20%
70	nil

Partial Disability Benefit

If the occupation class of the life insured is AAA, AA+, AA, PAAA, PAA+ or PAA the Partial Disability Benefit will be paid:

- when the life insured has been either Totally or Partially Disabled for the Waiting Period; and
- then at the conclusion of the Waiting Period remains Partially Disabled.

If the occupation class of the life insured is A, BBB, BB or B the Partial Disability Benefit will be paid:

- when the life insured has been Totally Disabled for 14 consecutive days during the Waiting Period;
- is either Totally or Partially Disabled for the balance of the Waiting Period; and
- then at the conclusion of the Waiting Period remains Partially Disabled.

The Benefit Amount that will be paid will be:

$$\frac{A - B}{A} \times \text{the Benefit Amount,}$$

taking into account any Plan Adjustments, where

'A' is the life insured's Pre-Disability Earnings; and

'B' is Monthly Earnings of the life insured in respect of the month to be paid.

For example:

A life insured has Pre-Disability Earnings of \$10,000, and is eligible for a Benefit Amount of \$7,500. If the insured suffered a Partial Disability and was able to work for the minimum time allowable under the Partial Disability definition, being 20%, and was earning \$2,000, the benefit payable would be calculated as follows:

$$\frac{\$10,000 - \$2,000}{\$10,000} \times \$7,500 =$$

\$6,000 monthly benefit

Section 4

Income Protection Plan Plan Conditions

When the life insured is Partially Disabled but not working to their assessed capacity, 'B' will be calculated on the Monthly Earnings it would be reasonable for the life insured to earn if working. In determining the assessed capacity we will take into account all medical and other appropriate evidence.

The Partial Disability Benefit:

- starts to accrue after the Waiting Period ends;
- is paid monthly in arrears; and
- will stop on the earliest of the following three events;
 - the life insured no longer being Partially Disabled;
 - the end of the Benefit Period; or
 - the Plan end date.

Note: If Partial Disability from the same cause immediately follows a period of Total Disability (extending beyond the Waiting Period), the Waiting Period will not start again.

Inflation Protection Benefit

At each Policy anniversary, we will increase the Benefit Amount under the Plan by the greater of the Indexation Factor and three per cent.

This increase will occur on each Policy anniversary unless:

- you tell us that the Inflation Protection Benefit is not to apply to your Policy; or
- premiums are being waived under the Waiver of Premium Benefit.

In the event of an increase, a new premium will be calculated to incorporate the increased Benefit Amount. This calculation will also take into account the life insured's age and premium type, (ie. the stepped or level premium). We will not take into account any changes in the life insured's health, occupation or pastimes.

The maximum amount that the Benefit Amount can be increased to under the Inflation Protection Benefit is:

- \$30,000 a month for the Income Protection Plan and Income Protection Plan Plus;
- \$3,000 a month for the Retirement Protection Option; and
- \$15,000 a month for the Disability Plus Option.

Increases under the Inflation Protection Benefit will cease on the earlier of:

- when you ask us not to increase the Benefit Amount; or
- the Policy anniversary prior to the life insured's 65th birthday.

Elective Surgery Benefit

Under the Elective Surgery Benefit the life insured will be considered to be Totally Disabled due to Sickness when Total Disability results from:

- surgery to transplant part of the life insured's body to someone else;
- surgery to improve the life insured's appearance; or
- elective surgery performed on the advice of a Medical Practitioner.

The Elective Surgery Benefit will not apply if the surgery took place within six months of:

- the Plan start date;
- the date of an applied for increase (but only in respect of the increase); or
- the most recent date we agreed to reinstate the Plan.

Concurrent Disability Benefit

Under certain circumstances a life insured may become Totally or Partially disabled as a result of separate and distinct Sicknesses or Injuries. In this instance claim entitlements under benefits, which are not payable concurrently, will be calculated in line with the Plan Condition which provides the highest payment.

Recurrent Disability Benefit

When the life insured makes a claim on the Total or Partial Disability Benefit we understand that in certain circumstances the condition may reoccur from the same or a related cause during the term of the Plan. Where this happens within 12 months of the claim ending it will be considered a continuation of the claim.

While the Waiting Period will not be reapplied all periods of claim will be added together for the purpose of assessing the maximum Benefit Period.

If the selected Benefit Period is one, two or five years this is the most we will pay for any one or related Sickness or Injury during the term of the Plan.

If the life insured has both:

- income protection cover provided through a superannuation fund with a two year Benefit Period; and
- a TOWER Income Protection Plan with a two year Waiting Period and a Benefit Period of five years, to age 65 or 70, and

claims under the Recurrent Disability Benefit on the superannuation Policy, TOWER will use the original start date of the claim for calculation of benefit entitlements under the Income Protection Plan.

Plan Conditions

Waiver of Premium Benefit

The Waiver of Premium Benefit applies when Total or Partial Disability payments have accrued. This includes payments under the Scheduled Injury Benefit and Scheduled Illness Option. In this instance the daily proportion of premiums due in respect of the life insured under the Income Protection Plan will be waived.

The Waiver of Premium Benefit:

- starts to accrue from the first day of the Waiting Period;
- applies immediately after the Waiting Period for any premiums paid during the Waiting Period and monthly in arrears for subsequent premiums; and
- will stop on the earliest of the following events;
 - the life insured no longer being Totally Disabled or Partially Disabled; or
 - the end of the Benefit Period.

Extended Care Benefit

The Extended Care Benefit applies when the life insured reaches the Income Protection Plan end date. Cover under the Plan will continue unless:

- you ask us not to continue it;
- a claim has been paid under the Income Protection Plan in the 13 months prior to the Plan end date;
- the Income Protection Plan or any underwritten increase in the Plan has been current for less than 10 years at the Plan end date;
- the Income Protection Plan was reinstated within 10 years of the Plan end date; or
- the Income Protection Plan was issued on other than our standard rate of premium or with the application of a special condition.

Under the Extended Care Benefit:

- the only benefit that applies is the Total Disability Benefit, which is subject to the Plan Exclusions and Plan Adjustments;
- the Inflation Protection Benefit will not apply;
- the definition of Total Disability alters to 'solely because of a Sickness or Injury the life insured is permanently unable to perform at least two of the five Activities of Daily Living without the physical assistance of another person';
- when the life insured is Totally Disabled, the lesser of:
 - the Benefit Amount; or
 - \$5,000 (increased by the Indexation Factor from the Plan start date to the Plan end date) per month is payable until the end of the Benefit Period;
- the Benefit Period ends on the earlier of:
 - the death of the life insured; or
 - the Policy anniversary prior to the life insured's 100th birthday; and
- premiums will be based on the age of the life insured at the Plan end date and will continue on a level premium basis.

Rehabilitation Expense Reimbursement Benefit

When you spend money directly towards the effective rehabilitation of the life insured through a Rehabilitation Program, these funds will be reimbursed immediately (less amounts reimbursed from elsewhere) subject to:

- our written approval of expenditure before it is incurred; and
- a maximum allowable reimbursement of six times the Benefit Amount.

It should be noted that the cost of medical consultations and medical therapy consultations will not be reimbursed.

Scheduled Injury Benefit

When the life insured suffers an insured event in the following table, Total Disability will be deemed to exist for the payment period shown. The Total Disability Benefit for the Income Protection Plan will be paid in line with the payment period, however, the Waiting Period will not apply.

Should you have the Retirement Protection and/or Disability Plus options, payment will be made if the Plan Conditions for these options are met.

You have the choice of having benefits paid in advance for the first six months of any payment period, and monthly in arrears thereafter, or monthly in arrears for the entire payment period.

Payment will stop on the earliest of the following events:

- the expiry of the payment period shown;
- the end of the Benefit Period; or
- the term of the Plan finishing.

At the expiry of the payment period the life insured may be eligible for other benefits based on the appropriate Plan Conditions being satisfied.

Section 4
Income Protection Plan
Plan Conditions

Insured Event	Payment Period (in months)
Paralysis*	60
Loss of:	
Both feet or hands or sight in both eyes	24
Any combination of two of, a hand, a foot and sight in one eye	24
One leg or arm	18
One foot or hand or sight in one eye	12
The thumb and index finger of the same hand	6
Fracture of the:	
Thigh or pelvis	3
Leg (between the knee and foot), knee cap, upper arm, shoulder bone or jaw	2
Forearm (above the wrist), collarbone or heel	1

* In the event of Paralysis where the Benefit Period is one or two years, Total Disability will be deemed to exist for the same period as the Benefit Period.

Loss means the total and permanent loss of:

- the use of the hand or foot from the wrist or ankle joint;
- the use of the arm or leg from the elbow or knee joint;
- the use of the thumb and index finger from the first phalange joint; or
- sight, to the extent that visual acuity in the eye, on a Snellen Scale after correction by a suitable lens, is less than 6/60.

Fracture means a bone fracture requiring the application of a plaster cast or similar immobilising device.

When the life insured is eligible for payment under the Day One Accident Option, Scheduled Illness Option and the Scheduled Injury Benefit, the greater of these benefit payments will be paid.

Death Benefit

If the life insured dies while receiving Total or Partial Disability benefits we will pay a lump sum equal to three times the monthly Benefit Amount, to a maximum \$60,000.

Rehabilitation Benefit (IPP Plus only)

The Rehabilitation Benefit applies when the life insured has been Totally Disabled, is still Totally or Partially Disabled and, as a result, actively participates in a Rehabilitation Program that:

- is approved by us in writing before the life insured participates; and
- we agree will lead to reasonable opportunities for the life insured to work in a Gainful Occupation.

If the Rehabilitation Benefit applies, the amount paid will be 50% of the Benefit Amount, in addition to the Total Disability Benefit.

The Rehabilitation Benefit:

- starts to accrue from the day the life insured actively participates in the Rehabilitation Program;
- is paid monthly in arrears; and
- will stop on the earliest of the following events:
 - the life insured no longer being Totally or Partially Disabled;
 - the end of the Benefit Period;
 - the Plan end date;
 - the life insured no longer actively participating in the Rehabilitation Program;
 - 12 months Rehabilitation Benefit being paid for any one claim; or
 - when we believe that the Rehabilitation Program will no longer lead to reasonable opportunities of re-employment.

Overseas Assistance Benefit (IPP Plus only)

When the life insured is outside Australia and is Totally Disabled for 30 consecutive days and chooses to return to Australia while Totally Disabled, the Overseas Assistance Benefit will be paid.

If the Overseas Assistance Benefit applies the amount paid will be a reimbursement of the costs directly incurred by the life insured in returning to Australia, less amounts reimbursed from elsewhere, to a maximum of three times the Benefit Amount for any one claim. Air fare costs reimbursed will be in line with those that are medically necessary.

Plan Conditions

Accommodation Benefit (IPP Plus only)

The Accommodation Benefit will be paid when the life insured is Totally Disabled more than 100 kilometres from the life insured's usual place of residence, or the life insured is Totally Disabled and, on the advice of a Medical Practitioner for reasons associated with the Total Disability, travels to a place more than 100 kilometres from the life insured's usual place of residence, and:

- the life insured is bed confined; and
- an Immediate Family Member of the life insured is accommodated more than 100 kilometres from their usual place of residence but near where the life insured is Bed Confined.

If the Accommodation Benefit applies, the amount paid will be a reimbursement of the cost of accommodation of the Immediate Family Member of the life insured, to a daily maximum of \$250 (increased by the Indexation Factor from 30 April 2008), less amounts reimbursed from elsewhere.

The Accommodation Benefit:

- starts to accrue when the expenditure is incurred;
- is paid monthly in arrears; and
- will stop on the earliest of the following events:
 - the life insured no longer being Bed Confined;
 - the end of the Benefit Period;
 - the Plan end date;
 - the Immediate Family Member no longer needing accommodation near the life insured; or
 - 30 days Accommodation Benefit being paid for any one Total Disability.

Bed Confinement (IPP Plus only)

The Bed Confinement Benefit will be paid when the life insured is Bed Confined during the Waiting Period for three days or more. The amount to be paid will be 1/30th of the Benefit Amount for each day of Bed Confinement.

The Bed Confinement Benefit:

- starts to accrue from the first day of the Waiting Period;
- is paid monthly in arrears; and
- will stop on the earliest of the following events:
 - the end of the Waiting Period;
 - the Plan end date;
 - the end of Bed Confinement; or
 - payments equalling three times the Benefit Amount.

Family Support Benefit (IPP Plus only)

The Family Support Benefit will be paid when the life insured is Totally Disabled and Bed Confined for 30 consecutive days, and:

- an Immediate Family Member of the life insured stops being in a Gainful Occupation to provide care and assistance to the life insured; or
- the treating Medical Practitioner recommends that a Registered Nurse is employed to provide care and assistance to the life insured.

If the Family Support Benefit applies, the monthly amount paid will be the lesser of the following:

- \$3,000 (increased by the Indexation Factor from 30 April 2008);
- the Benefit Amount; or
- the loss of earnings suffered by the Immediate Family Member, or the cost incurred of the Registered Nurse deemed necessary;

less amounts reimbursed from elsewhere.

The Family Support Benefit:

- starts to accrue when the life insured has been Totally Disabled for 30 consecutive days and the loss or expenditure is incurred;
- is paid monthly in arrears; and
- will stop on the earliest of:
 - the life insured no longer being Totally Disabled;
 - the end of the Benefit Period;
 - the Plan end date; or
 - three months Family Support Benefit being paid for any one Total Disability.

Housekeeper Benefit (IPP Plus only)

The Housekeeper Benefit will be paid when:

- the life insured is Totally Disabled for 30 consecutive days; and
- the life insured is Bed Confined at the life insured's usual place of residence; and
- the life insured needs to rely totally on another person, other than an Immediate Family Member, for housekeeping.

If the Housekeeper Benefit applies, the monthly amount paid is the least of the following:

- \$3,000 (increased by the Indexation Factor from 30 April 2008);
- the Benefit Amount; or
- the cost of the housekeeper, less amounts reimbursed from elsewhere.

The Housekeeper Benefit:

- starts to accrue when the life insured has been Totally Disabled for 30 consecutive days and the expenditure is incurred;
- is paid monthly in arrears; and
- will stop on the earliest of the following events:
 - the life insured no longer being Totally Disabled;
 - the end of the Benefit Period;
 - the Plan end date;
 - the life insured no longer being Bed Confined;
 - the life insured no longer needing to totally rely on another person for housekeeping; or
 - six months Housekeeper Benefit being paid for any one Total Disability.

Job Security Benefit (IPP Plus only)

The Job Security Benefit will be paid when the life insured:

- does not directly or indirectly own all or part of the business in which the Own Occupation of the life insured is performed; and
- has been Totally Disabled for two consecutive months and subsequently returns to a Gainful Occupation with the same employer with whom the life insured was working prior to being Totally Disabled.

Payment will be to the life insured's employer and the amount paid will be one times the Benefit Amount for any one Total Disability.

Involuntary Unemployment Benefit (IPP Plus only)

This option only applies if you are both the Policy owner and the life insured. It does not apply if you own the policy on the life of someone else.

If the life insured becomes involuntarily Unemployed for reasons other than Sickness or Injury we will waive premiums for the Income Protection Plan (including all optional benefits) for up to three months from the date of Unemployment. During this period cover will not lapse solely as a result of non-payment of a premium. You must resume paying premiums at the end of this period or cover will lapse.

We will only waive premiums in terms of this Involuntary Unemployment Benefit if:

- Income Protection Plan Plus has been in force for at least six months before the date of Unemployment; and
- you give us proof to our satisfaction of Involuntary Unemployment.

We will stop waiving premiums in terms of this Involuntary Unemployment Benefit if the Unemployment ends before the expiry of the three month period.

Return To Work Benefit (IPP Plus only)

The Return to Work Benefit will be paid when the life insured returns to a Gainful Occupation after having been in receipt of the Rehabilitation Benefit for at least three consecutive months.

If the Return to Work Benefit applies, the amount paid will be one times the Benefit Amount on each of the following:

- the life insured starting in a Gainful Occupation for 30 hours a week or more;
- the life insured continuing in that Gainful Occupation for three consecutive months for 30 hours a week or more; and
- the life insured continuing in that Gainful Occupation for six consecutive months for 30 hours a week or more.

The Return to Work Benefit:

- starts to accrue when the life insured starts in a Gainful Occupation for 30 hours a week or more;
- is paid in arrears; and
- will stop on the earliest of the following events:
 - the end of the Benefit Period;
 - the Plan end date;
 - the life insured no longer being in a Gainful Occupation for 30 hours a week or more; or
 - three times the Benefit Amount being paid for any one Total or Partial Disability.

Plan Conditions

Benefit Options At Additional Cost

A range of optional benefits are available at additional cost. The Policy conditions relating to these optional benefits are set out below. It should be noted that the following benefit options only apply if indicated in your Policy Certificate.

Scheduled Illness Option

When the life insured suffers a Crisis Event listed below, Total Disability will be deemed to exist for six months. The Total Disability Benefit for the Income Protection Plan will be paid for six months, however the Waiting Period will not apply.

Should you be already receiving a Total or Partial Disability Benefit under the Income Protection Plan when the Crisis Event occurs, the total benefit payable will not exceed the Benefit Amount.

We will only pay a benefit for one Scheduled Illness Option Crisis Event occurring in any six month period. This period will be deemed to have commenced on the date of the first Crisis Event.

Should you have the Retirement Protection and/or Disability Plus options, payment will be made if the Plan Conditions for these options are met.

Payment will stop on the earliest of the following events:

- the expiry of six months;
- the end of the Benefit Period; or
- the Plan end date.

At the end of six months, eligibility for other benefits will be based on appropriate Plan Conditions being satisfied.

You have the choice of having the benefits paid as either:

- a lump sum payment in advance; or
- monthly in arrears.

If you have chosen to receive the benefits monthly (i.e. not as a lump sum) and the life insured dies before the end of six months, we will pay any remaining monthly benefits as a lump sum to their estate.

The Crisis Events covered are:

- Heart conditions
 - Aortic Surgery
 - Cardiomyopathy
 - Coronary Artery Bypass Surgery*
 - Heart Attack*
 - Heart Valve Surgery*
 - Primary Pulmonary Hypertension
 - Triple Vessel Angioplasty*
- Neurological conditions
 - Dementia
 - Encephalitis and Meningitis
 - Meningococcal Disease
 - Motor Neurone Disease
 - Multiple Sclerosis
 - Muscular Dystrophy
 - Paralysis
 - Parkinson's Disease
 - Stroke*
- Blood disorders
 - Aplastic Anaemia
 - Medically Acquired HIV
 - Occupationally Acquired HIV
- Cancer
 - Cancer*
 - Benign Brain Tumour
- Permanent conditions
 - Loss of Independent Existence
- Organ disorders
 - Chronic Kidney Failure
 - Chronic Liver Failure
 - Chronic Lung Failure
 - Coma
 - Loss of Hearing
 - Loss of Speech
 - Major Head Trauma
 - Major Organ Transplant
 - Pneumonectomy
 - Severe Burns

* In the case of these events no benefit will be paid if the condition occurred or was diagnosed, or the circumstances leading to diagnosis became apparent, within three months after:

- the Plan start date;
- the date of an applied-for increase (but only in respect of the increase); or
- the most recent date that we have agreed to reinstate either the Plan or Policy.

These Crisis Events are defined on page 44.

Section 4

Income Protection Plan Plan Conditions

We will only pay once for each Scheduled Illness Option Crisis Event condition under this benefit for the life of the Policy.

When the life insured is eligible for payment under the Scheduled Injury Benefit, Day One Accident Option and Scheduled Illness Option, the greater of these benefit payments will be paid.

The Scheduled Illness Option is only available for Waiting Periods up to and including 13 weeks.

Increasing Claim Option

When a Total or Partial Disability Benefit is payable and the Increasing Claim Option is included, the Benefit Amount will increase on the anniversary of the commencement of the benefit payments by the Indexation Factor.

The Increasing Claim Option will apply to:

- the Income Protection Plan; and
- if applicable, the Retirement Protection Option and Disability Plus Option.

Premium waiver will be made in line with the Waiver of Premium Benefit.

Retirement Protection Option

When Total or Partial Disability payments have accrued beyond the Waiting Period, the Retirement Protection Option will re-imburse the life insured or the employer of the life insured on behalf of the life insured, for contributions made by either of them to a superannuation fund complying under the Superannuation Industry (Supervision) Act 1993, or any replacement legislation.

If you have chosen 'agreed value' the amount to be reimbursed will be the Retirement Protection Option Benefit Amount stated in your Policy Schedule.

If you have chosen the 'indemnity' option the amount to be reimbursed will be the lesser of the following:

- the Retirement Protection Option Benefit Amount;
- superannuation contributions paid by the life insured or on behalf of the life insured in the 12 months prior to disability; or
- 10% of Pre-Disability Earnings.

The Retirement Protection Option:

- starts to accrue after the Waiting Period ends;
- is paid monthly in arrears; and
- will stop on the earliest of:
 - the life insured no longer being Totally or Partially Disabled;
 - the end of the Benefit Period; or
 - the Plan end date.

Disability Plus Option

When Total or Partial Disability payments have accrued beyond the Waiting Period, and the life insured is permanently unable to perform at least two of the five Activities of Daily Living without the physical assistance of another person, the Disability Plus Option Benefit Amount will be paid.

The amount to be paid will be the Disability Plus Option Benefit Amount stated in your Policy Schedule.

The Disability Plus Option:

- starts to accrue after the Waiting Period ends;
- is paid monthly in arrears; and
- will stop on the earliest of the following:
 - the end of the Benefit Period;
 - the Plan end date; or
 - the life insured no longer being permanently unable to perform at least two of the five Activities of Daily Living without the physical assistance of another person.

Day One Accident Option

When the life insured is Totally Disabled for three consecutive days, as a result of an Injury, 1/30th of the Benefit Amount will be paid for each day the life insured is Totally Disabled.

Payment will stop on the earliest of:

- the life insured no longer being Totally Disabled;
- the Plan end date; or
- the expiry of 14 days if the Plan has a 14 day Waiting Period, and 28 days if the Plan has a Waiting Period of longer than 14 days.

When the life insured is eligible for payment under the Scheduled Injury Benefit, Scheduled Illness Option and Day One Accident Option, the greater of these benefit payments will be paid.

Plan Conditions

Plan Exclusions

No payments will be made under the Income Protection Plan or any benefit or option attached to it, if the event giving rise to the claim is caused directly or indirectly by:

- an intentional, self-inflicted act by the life insured; or
- pregnancy, unless disability continues for longer than three months after the pregnancy ends, in which case disability will be considered to have started at the date the pregnancy ends; or
- war or an act of war at any time, even if the disability manifests itself after the war or warlike activity.

No payments will be made under the Scheduled Illness Option unless the life insured survives a Crisis Event for at least 14 days.

Plan Adjustments

Adjustments to the Plan only apply to payments under Total and Partial Disability Benefits.

If the occupation class of the life Insured is AAA or AA+, a reduction will only be made if the life insured received other payment(s) through any other individual or group disability income insurance, credit or mortgage insurance not disclosed at the time of underwriting or increase in benefits.

For all other occupation classes, a reduction will only be made if the life insured receives other payments through:

- any other individual or group disability income insurance, credit or mortgage insurance not disclosed at the time of underwriting or increase in benefits; or
- workers' compensation, common law or statute where such payments are in respect of the disability of the life insured and in calculating the payment the relevant authority did not, or could not, take into account payments due under this Plan.

If the workers' compensation, common law, or statute payment is received as a lump sum, it will be converted to income on the basis of 1% of the lump sum for each month that a disability benefit is paid. The disability payment will be calculated taking this figure into account for a maximum of eight years.

If a reduction applies it will be to ensure that the Benefit Amount plus the other payments is not greater than 75% of the first \$20,833 of Pre-Disability Earnings, 50% of the next \$12,500, and 25% of the next \$8,333 and 15% of the next \$41,666 to a maximum \$30,000 monthly Benefit Amount. Where you have an additional benefit for a Benefit Period of one or two years in addition to the maximum Monthly Benefit amount of \$30,000, a reduction will apply to the additional benefit to ensure that the amount paid for this additional benefit plus the other payments is not greater than 15% of Pre-Disability Earnings greater than \$41,666.

If at the time of application the life insured was classified as a part-time occupation (occupations PAAA, PAA+ and PAA

as specified in the Policy Certificate), and a reduction applies, it will be to ensure that the Benefit Amount plus the other payments is not greater than 50% of the first \$13,000 of Pre-Disability Earnings.

The amount of the reduction will not exceed the amount of the other payments.

No benefit will be paid when the other payments plus the Monthly Earnings of the life insured in the month to be paid, is greater than or equal to 100% of Pre-Disability Earnings.

In those months that a benefit payment is reduced, a proportionate refund of premiums paid for the life insured will be made. The refund will be $A \times B$, where:

A = the percentage reduction in the benefit payment; and

B = the average monthly Income Protection Plan premium (less the premium for benefit options or packages under it) over the 12 months prior to the claim starting.

The refund will be made for the lesser of 12 months or the number of months the Income Protection Plan was current prior to the claim starting.

Cessation of Cover

Cover ends on the earliest of:

- the Plan end date;
- the date we receive the Policy owner's written request to cancel the Policy;
- the Policy lapsing as a result of non-payment of the premium;
- the Policy anniversary prior to the life insured's 65th birthday for benefit periods of 1 year, 2 years, 5 years or 'To age 65';
- the Policy anniversary prior to the life insured's 70th birthday for benefit period 'To age 70';
- the death of the life insured.

Business Expense Plan Plan Conditions

The Business Expense Plan only applies under the TOWER Protection Policy for a life insured if indicated in your Policy Certificate.

Benefits

In all cases where we refer to a benefit payment the statement is made on the basis that the Benefit referred to is payable under the terms and conditions of the Policy. We will not pay a benefit if an exclusion applies. Exclusions are explained on page 59. You must also satisfy our claim requirements, explained on page 71.

Total Disability Benefit

If the occupation class of the life insured is AAA, AA+ or AA as specified in the Policy Certificate, the Total Disability Benefit will be paid:

- when the life insured has been either Totally or Partially Disabled for the Waiting Period; and
- then at the conclusion of the Waiting Period remains Totally Disabled.

If the occupation class of the life insured is A or BBB, the Total Disability Benefit will be paid:

- when the life insured has been Totally Disabled for 14 consecutive days during the Waiting Period;
- is either Totally or Partially Disabled for the balance of the Waiting Period; and
- then at the conclusion of the Waiting Period remains Totally Disabled.

The benefit paid will be the lesser of the following amounts:

- the Business Expense Benefit Amount; or
- Business Expenses which relate to the month to be paid less:
 - Business Expenses reimbursed from elsewhere; and
 - that percentage of the turnover of the business which is fairly and reasonably apportioned to the life insured. This will be determined in line with the usual manner the profits and/or losses of the business are divided between the life insured and any co-owners of the business.

The Total Disability Benefit:

- starts to accrue after the Waiting Period ends;
- is paid monthly in arrears; and
- will stop on the earliest of the following events:
 - the life insured no longer being Totally Disabled;
 - the end of the Benefit Period; or
 - the Plan end date.

Partial Disability Benefit

If the occupation class of the life insured is AAA, AA+ or AA as specified in the Policy Certificate, the Partial Disability Benefit will be paid:

- when the life insured has been either Totally or Partially Disabled for the Waiting Period; and
- then at the conclusion of the Waiting Period remains Partially Disabled.

If the occupation class of the life insured is A or BBB, the Partial Disability Benefit will be paid:

- when the life insured has been Totally Disabled for 14 consecutive days during the Waiting Period;
- is either Totally or Partially Disabled for the balance of the Waiting Period; and
- then at the conclusion of the Waiting Period remains Partially Disabled.

The benefit paid will be the lesser of the following amounts:

- the Business Expense Benefit Amount; or
- Business Expenses which relate to the month to be paid less:
 - Business Expenses reimbursed from elsewhere; and
 - that percentage of the turnover of the business which is fairly and reasonably apportioned to the life insured. This will be determined in line with the way in which the profits and/or losses of the business are divided between the life insured and any co-owners of the business.

The Partial Disability Benefit:

- starts to accrue after the Waiting Period ends;
- is paid monthly in arrears; and
- will stop on the earliest of the following events:
 - the life insured no longer being Partially Disabled;
 - the end of the Benefit Period; or
 - the Plan end date.

Note: If a Partial Disability from the same cause immediately follows a period of Total Disability (extending beyond the Waiting Period), the Waiting Period will not start again.

Payment Extension Benefit

The Payment Extension Benefit applies under certain conditions at the end of the Benefit Period. If at the end of the Benefit Period the life insured continues to be Totally or Partially Disabled but the total amount paid is less than 12 times the Business Expense Plan Benefit Amount, the Benefit Period will be extended.

The extension will end on the earliest of the following:

- the expiry of 12 months;
- the life insured no longer being Totally or Partially Disabled;
- the Plan end date; and
- the total amount paid equalling 12 times the Business Expense Plan Benefit Amount.

Plan Conditions

Lease Extension Benefit

The Lease Extension Benefit will be paid, when:

- at the end of the Benefit Period or Benefit Period extension, the life insured continues to be Totally or Partially Disabled; and
- Business Expenses claimed included lease costs for equipment, motor vehicles or premises fully used in the business and these costs continue beyond the expiry of the Benefit Period and Benefit Period extension.

The amount paid will be the lesser of:

- the life insured's share of monthly ongoing costs of a lease for equipment, motor vehicles or premises that was in place at the time the disability started; or
- 25% of the Business Expense Plan Benefit Amount,

reduced by amounts paid if the items being leased are relet and that percentage of the turnover of the business which is fairly and reasonably apportioned to the life insured.

The Lease Extension Benefit:

- starts to accrue after the expiry of the Benefit Period and Benefit Period extension;
- is reimbursed monthly in arrears; and
- will stop on the earliest of:
 - the expiry of 18 months;
 - the life insured no longer being Totally or Partially Disabled;
 - the term of the Plan finishing; or
 - all applicable leases being assigned or the commitment otherwise stopping.

Loss of Profits Benefit

The Loss of Profits Benefit will be paid when:

- the life insured directly or indirectly owns all or part of the business in which the Own Occupation of the life insured is performed;
- the life insured is Totally Disabled for two consecutive months and subsequently returns to work in the same business and is no longer Totally or Partially Disabled; and
- there is a loss of profits in the business solely because of the life insured having been Totally Disabled.

The monthly amount paid will be the lesser of the following:

- the Business Expense Plan Benefit Amount; or
- 75% of that proportion of the monthly average net profit of the business which is fairly and reasonably apportioned to the life insured, in the tax year immediately prior to the life insured being Totally Disabled; less that proportion of the monthly average net profit (calculated on the same basis) of the business which is fairly and reasonably apportioned to the life insured, in the 12 months after the life insured returned to work in the business.

'Fairly and reasonably apportioned' will be determined in line with the usual manner where the profits and/or losses of the business are divided between the life insured and any co-owners of the business.

After each three months of payment of the Loss of Profits Benefit you will need to provide us, at your expense, with appropriate accounts so that a reconciliation of amounts due and paid can be made. Any difference between what was due and what was paid will be paid by us to you or needs to be paid by you to us, as applicable, within 14 days of the reconciliation being provided.

Subsequent payments are dependent on the above settlement being completed.

The Loss of Profits Benefit:

- is paid monthly in arrears; and
- will stop on the earliest of the following:
 - the life insured becoming Totally or Partially Disabled;
 - the Plan end date;
 - the business no longer incurring a loss of profits solely as a result of the life insured's Total Disability; or
 - 12 months from the date Total or Partial Disability ended.

Inflation Protection Benefit

At each Policy anniversary, we will increase the Benefit Amount under the Plan by the greater of the Indexation Factor and three per cent.

This increase will occur on each Policy anniversary unless:

- you tell us that the Inflation Protection Benefit is not to apply to your Policy; or
- premiums are being waived under the Waiver of Premium Benefit.

In the event of an increase, a new premium will be calculated to incorporate the increased Benefit Amount. This calculation will also take into account the life insured's age and premium type (i.e. the stepped or level premium). We will not take into account any changes in the life insured's health, occupation or pastimes.

The maximum amount that the Benefit Amount can be increased to under the Inflation Protection Benefit is \$30,000 a month.

Increases under the Inflation Protection Benefit will cease on the earlier of:

- when you ask us not to increase the Benefit Amount; or
- the Policy anniversary prior to the life insured's 65th birthday.

Elective Surgery Benefit

Under the Elective Surgery Benefit the life insured will be considered to be Totally Disabled due to Sickness when Total Disability results from:

- surgery to transplant part of the life insured's body to someone else;
- surgery to improve the life insured's appearance; or
- elective surgery performed on the advice of a Medical Practitioner.

The Elective Surgery Benefit will not apply if the surgery took place within six months of:

- the Plan start date;
- the date of an applied for increase but only in respect of the increase; or
- the most recent date we agreed to reinstate the Plan.

Recurrent Disability Benefit

When the life insured makes a claim on the Total or Partial Disability Benefit we understand that in certain circumstances the condition may reoccur from the same or a related cause during the term of the Plan. Where this happens within 12 months of the claim ending it will be considered a continuation of the claim.

In this case the Waiting Period will not be reapplied, however, all periods of claim will be added together for the purpose of assessing the maximum Benefit Period.

If we have made payments for the full Benefit Period, you must return to full-time work for at least 12 consecutive months and perform all of the income producing duties of your Own Occupation without restriction before becoming eligible to submit a new claim for the same or related Sickness or Injury. A new Waiting Period and Benefit Period will then apply.

Waiver of Premium Benefit

The Waiver of Premium benefit applies when Total or Partial Disability payments have accrued. The daily proportion of premiums due in respect of the life insured under the Business Expense Plan will be waived.

The Waiver of Premium Benefit:

- starts to accrue from the first day of the Waiting Period;
- applies immediately after the Waiting Period for any premiums paid during the Waiting Period and monthly in arrears for subsequent premiums; and
- will stop on the earliest of:
 - the life insured no longer being Totally or Partially Disabled; or
 - the end of the Benefit Period.

Plan Exclusions

No payments will be made under the Business Expense Plan if the event giving rise to the claim is caused directly or indirectly by:

- an intentional, self-inflicted act by the life insured; or
- pregnancy, unless disability continues for longer than three months after the pregnancy ends, in which case disability will be considered to have started at the date the pregnancy ends; or
- war or an act of war at any time, even if the disability manifests itself after the war or warlike activity.

Plan Adjustments

Adjustments to the Plan only apply to payments under Total and Partial Disability Benefits.

A reduction will only be made if the life insured receives other payments through any other business expense insurance.

In those months that a benefit payment is reduced, a proportionate refund of premiums paid for the life insured will be made.

The refund will be $A \times B$, where

A = the percentage reduction in the benefit payment; and

B = the average monthly premium over the 12 months prior to the claim starting.

The refund will be made for the lesser of 12 months or the number of months the Business Expense Plan was current prior to the claim starting.

Cessation Of Cover

Cover ends on the earliest of:

- the Plan end date;
- the date we receive the Policy owner's written request to cancel the Policy;
- the Policy lapsing as a result of non-payment of the premium;
- the Policy anniversary prior to the life insured's 65th birthday;
- the death of the life insured.

Plan Conditions

Income Protection Plan & Business Expense Plan Plan Definitions

Activities of Daily Living are:

- Bathing - the ability to shower and bathe;
- Dressing - the ability to put on and take off clothing;
- Toileting - the ability to get on and off, and use, the toilet;
- Mobility - the ability to get in and out of bed and a chair; and
- Feeding - the ability to get food from a plate into the mouth.

Bed Confinement and **Bed Confined** mean the life insured has been advised by a Medical Practitioner to remain in or near a bed for a substantial part of each day and under the continuous care of a Registered Nurse.

Benefit Amount under the Income Protection Plan and benefit options attached to it, means the monthly benefit. The amount we pay you is determined by which option you have chosen (agreed value or indemnity) at time of application.

If you have chosen 'agreed value' as specified in the Policy Certificate, the Benefit Amount we will pay is the Benefit Amount shown in your Policy Certificate, inclusive of any indexation increases, and less any Plan Adjustments if applicable.

If you have chosen 'indemnity' as specified in the Policy Certificate, the initial benefit we pay is the lesser of the following amounts:

- the Benefit Amount shown in the Policy Certificate, inclusive of increases by the Indexation Factor; or
- 75% of the first \$20,833 of Monthly Earnings, 50% of the next \$12,500, 25% of the next \$8,333, and 15% of the next \$41,666, to a maximum monthly Benefit Amount of \$30,000, earned by the life insured in the 12 months immediately prior to the Sickness or Injury occurring,

less any Plan Adjustments if applicable.

Where you have an additional Benefit Amount for a Benefit Period of one or two years in addition to the maximum Monthly Benefit amount of \$30,000, and you have chosen 'indemnity' as specified in the Policy Certificate, the initial benefit we pay is the lesser of the following amounts:

- the Benefit Amount shown in the Policy Certificate, inclusive of increases by the Indexation Factor; or
- 15% of all Monthly Earnings greater than \$41,666.

less any Plan Adjustments if applicable.

If you have chosen 'indemnity' as specified in the Policy Certificate and at the time of application were classified as a part-time occupation (occupations PAAA, PAA+ and PAA as specified in the Policy Certificate), the initial benefit we pay is the lesser of the following amounts:

- the Benefit Amount shown in the Policy Certificate, inclusive of increases by the Indexation Factor; or
- 50% of the first \$13,000 of Monthly Earnings, earned by the life insured in the 12 months immediately prior to the Sickness or Injury occurring,

less any Plan Adjustments if applicable.

Benefit Amount under the Business Expense Plan means the monthly benefit. The initial benefit we pay is the lesser of the Benefit Amount shown in the Policy Certificate and actual Business Expenses incurred.

Benefit Period means the period when disability benefits accrue. The maximum Benefit Period is shown in your Policy Certificate.

Business Expenses generally includes accounting fees, advertising, audit fees, business insurance premiums, cleaning, costs ordinarily incurred in the employment of non-revenue generating employees, depreciation of equipment (percentage allowed may be limited), electricity, gas, heating, interest payments, leasing costs, professional dues, rates, rent and telephone charges.

Business Expenses of the following kind are generally not included: equipment, fittings, fixtures, implements, merchandise, products or wares, loan principal, personal remuneration, salaries of revenue-generating employees (except the employment of an appropriately qualified replacement for the life insured in the circumstances described above).

When the life insured directly or indirectly owns all or part of the business in which the Own Occupation of the life insured is performed, all or part of any payment which:

- is a payment or expense properly incurred by the business in its normal running as an ongoing concern;
- is not a cost of setting up or winding down the business;
- is not a payment of capital or of a capital, private or domestic nature; and
- could not reasonably be considered to give private benefit to:
 - you or the life insured;
 - an Immediate Family Member of either you or the life insured; or
 - any company, trust or other entity from which you, the life insured, or an Immediate Family Member of either, derive a benefit.

Section 4

Income Protection Plan & Business Expense Plan Plan Definitions

If the life insured is not the sole owner of the business, Business Expenses refers to that percentage of these payments which is fairly and reasonably apportionable to the life insured. This is determined in line with the usual manner the profits and/or losses of the business are divided between the life insured and any co-owners of the business.

The phrase 'the life insured directly or indirectly owns all or part of the business' will include:

- a professional practice; and
- the life insured owning all or part of the business through another legal entity.

If at the time of a claim, business expenses are included that were not incurred or were not incurred to the same extent or at the equivalent time, in the 12 months prior to the disability starting, those expenses will only be included if they are necessary to generate profit to the business during the period of the claim.

Gainful Occupation means an occupation in which the life insured is working and as a result generates Monthly Earnings.

Immediate Family Member means spouse, partner, de facto, children, parents and siblings.

Indexation Factor is the percentage change in the Consumer Price Index (Weighted Average All Capital Cities) as last published by the Australian Bureau of Statistics in respect of the 12 month period finishing on 30 September.

It will be determined at 30 November each year and applied, where indicated, for the following year. If it is not published by 30 November, the Indexation Factor will be calculated based upon a retail price index which we consider replaces it.

If the percentage change in the Consumer Price Index, or any substitute for it, is negative, the Indexation Factor will be taken as zero.

Injury means an accidental bodily Injury suffered by the life insured.

Medical Practitioner means a person who is legally qualified and registered as a Medical Practitioner, other than:

- you or the life insured;
- a business partner of you or the life insured; or
- an Immediate Family Member of you or the life insured.

If practising other than in Australia, the Medical Practitioner must be approved by us and have qualifications equivalent to Australian standards.

Note: Chiropractors, physiotherapists and alternative therapy providers are not regarded as Medical Practitioners.

Monthly Earnings generally includes salary, award superannuation contributions, bonuses, commission, fees, fringe benefits and regular overtime.

When the life insured does not directly or indirectly own all or part of the business in which the Own Occupation of the life insured is performed (ignoring shares in publicly listed companies), Monthly Earnings is the monthly value of the remuneration paid by the employer in respect of the work performed by the life insured. This will be determined by calculating the amount the life insured would have to receive if total remuneration was received as a salary or wage (before income tax is deducted).

When the life insured does directly or indirectly own all or part of the business in which the Own Occupation of the life insured is performed (ignoring shares in publicly listed companies), monthly earnings is:

- the monthly value of remuneration paid by the business to the life insured as a result of personal exertion, and
- the life insured's share of the profits of the business, generated through work performed by the life insured, after the deduction of business expenses, both of which are determined in line with the usual manner that the profits and/or losses of the business are divided between the life insured and any co-owners of the business.

Own Occupation is the occupation in which the life insured was working immediately prior to the Sickness or Injury causing disability, unless the life insured:

- was working in that occupation for less than 10 hours a week; or
- was unemployed or on sabbatical, long service, maternity or paternity leave for more than 12 months,

in which case 'Own Occupation' will be any occupation for which the life insured is suited by training, education or experience.

If the life insured had been working in more than one occupation that meets these criteria, 'Own Occupation' will include all of those occupations.

Partial Disability and **Partially Disabled** mean that, solely because of a Sickness or Injury the life insured:

- is working or capable of working;
- is following the advice of a Medical Practitioner; and
- has suffered a reduction of 20% or more, in the ability to:
 - generate Monthly Earnings; or
 - perform the income producing duties; or
 - maintain the same number of hours worked,

in the life insured's Own Occupation.

Plan Conditions

Pre-Disability Earnings means:

If you have chosen 'agreed value', the highest average Monthly Earnings of the life insured for any 12 consecutive months between the date two years before the Policy Commencement Date and the start of the Waiting Period.

If a claim occurs in the 12 months subsequent to an underwritten increase in the Benefit Amount for the Income Protection Plan, Pre-Disability Earnings will then have a minimum value of the Benefit Amount (excluding any benefit options) divided by 0.75 for the first \$15,625, 0.50 for the next \$6,250, 0.25 for the next \$2,083, and 0.15 for the next \$6,250, except in the following circumstances:

- where you have an additional benefit for a benefit period of one or two years in addition to the maximum monthly Benefit Amount of \$30,000, Pre-Disability Earnings for that benefit will then have a minimum value of the Benefit Amount (excluding any benefit options) divided by 0.15.
- if at the time of application the life insured was classified as a part-time occupation (occupations PAAA, PAA+ and PAA as specified in the Policy Certificate), Pre-Disability Earnings will then have a minimum value of the Benefit Amount (excluding any benefit options) divided by 0.50.

If the life insured suffers a Sickness or Injury while in a Gainful Occupation and monthly earnings reduce as a direct result of the Sickness or Injury, while this continues Pre-Disability Earnings will be the value we agree would have applied at the time the reduction started, provided we are advised within 30 days of the reduction starting.

If you have chosen 'indemnity', the average Monthly Earnings of the life insured for the 12 months immediately prior to the Sickness or Injury causing disability.

When the life insured is disabled, Pre-Disability Earnings will be increased by the Indexation Factor every 12 months following the date disability started.

Registered Nurse means a person who is legally qualified and registered as a nurse, other than:

- you or the life insured;
- a business partner of you or the life insured; or
- an Immediate Family Member of you or the life insured.

If practising other than in Australia, the Registered Nurse must have qualifications equivalent to Australian standards.

Rehabilitation Program means a program or plan that:

- is designed to assist the insured in returning to work in their Own Occupation; and
- has been approved by an appropriately qualified vocational or rehabilitation specialist.

Sickness means an illness or disease suffered by the life insured, and is diagnosed by a Medical Practitioner.

Total Disability and **Totally Disabled** mean that, solely because of a Sickness or Injury the life insured:

- is not in any Gainful Occupation;
- is following the advice of a Medical Practitioner; and
- has suffered a reduction of 80% or more in the ability to:
 - generate Monthly Earnings; or
 - perform the income producing duties; or
 - maintain the same number of hours worked,

in the life insured's Own Occupation.

Unemployed and **Unemployment** mean that the life insured is not employed or working in any Gainful Occupation. It does not include sick leave, sabbatical, long service, maternity or paternity leave

Waiting Period means the period of time between the life insured suffering disability and disability benefits starting to accrue.

If the life insured does not consult a Medical Practitioner concerning the Sickness or Injury causing disability within seven days of the Sickness starting, or the Injury occurring, the Waiting Period will start when the life insured consults a Medical Practitioner.

Neither Total nor Partial Disability Benefits are paid during the Waiting Period. Some benefits are paid during the Waiting Period (eg. Bed Confinement) and this is specifically mentioned within the description of those benefits.

War or an act of war means armed aggression, whether declared or not, by a country or organisation, resisted by any other country or organisation.

TOWER Superannuation Fund

TOWER Superannuation Fund

The information contained in this section relates to the TOWER Protection Policy structured through the TOWER Superannuation Fund.

Contact Details

For any assistance please contact TOWER Australian Superannuation Limited, the Trustee (Trustee of the TOWER Superannuation Fund):

Telephone 1800 226 364; or
Facsimile 1800 654 946; or
On our website www.toweraustralia.com.au; or

At our postal address
PO Box 142, Milsons Point, NSW 1565.

The contact details for each of the Trustee's state offices are found on the back cover of this document.

Terms Used in this Section

Fund means the TOWER Superannuation Fund.

Policy means the TOWER Protection Policy.

Plan means the product or products for which you have applied.

Trustee, we, us, and our mean TOWER Australian Superannuation Limited, the Trustee of the Fund.

I, my, you and your mean the life insured.

The Insurer and TOWER means TOWER Australia Limited.

If a term or word is defined in this section, it will be capitalised. You should consult the Plan Conditions referred to in each Plan to obtain the relevant meaning.

The Tower Superannuation Fund

If you choose the Life Protection Plan and wish to structure it through the Fund, you must first become a member of the Fund.

This section of the PDS contains important information about the TOWER Superannuation Fund (the Fund).

The Fund

The Fund is a resident regulated superannuation fund in accordance with the Superannuation Industry (Supervision) Act 1993 (SIS). SIS governs the operation of superannuation funds in Australia.

Trust Deed

The rules governing the Fund are set out in the Trust Deed. While the Trustee is able to amend these rules (under certain restrictions) the Trust Deed may not be amended to reduce your accrued benefits without your consent. The only exception to this is if the reduction is allowed under SIS.

Under the Trust Deed, the Trustee is not generally liable to you for any act or omission other than where the Trustee has failed to act honestly, or where the Trustee has intentionally and/or recklessly failed to exercise the degree of due care and diligence that it was required to exercise.

Do the Trustees have Indemnity?

The Trustee has the right to indemnity from the Fund for all liabilities it may incur, except in the case of fraud, wilful neglect or misconduct. The Trustee has arranged appropriate indemnity insurance to cover any potential liability in this regard.

Insurance cover under the Fund

The Fund is able to provide Insurance cover through the TOWER Protection Policy. However, you must become a member of the Fund for life insurance to be arranged in this manner. TOWER will issue the Policy to the Trustee who will own the Policy issued in respect of your life insurance cover. You will then be the life insured through the Fund.

How do I join?

In order to join you must first complete the Application Form enclosed within this PDS. If your application is accepted, and the Trustee is able to accept your contributions, you will then become a member of the Fund.

TOWER

Superannuation Fund

What are the contribution rules?

Contributions can only be made to the Fund in accordance with superannuation law. Generally, superannuation contributions can be made to the Fund in the following circumstances:

Who can contribute?	You	Employer	Spouse
Under age 65	✓	✓ ³	✓ ¹
Aged 65 to 69	✓ ²	✓ ³	✓ ^{1,2}
Aged 70 to 74	✓ ²	✓ ³	
Aged 75		✓ ³	

1 Subject to requirements under the superannuation and taxation legislation being satisfied

2 Only if the Part Time test (set out below) has been satisfied

3 Generally if employer contributions are made pursuant to the Superannuation Guarantee legislation, in satisfaction of an obligation under a Certified Award or Agreement.

'Part Time' test means the member must have worked at least 40 hours in a period of not more than 30 consecutive days during the financial year in which the contribution is made.

Can I select a beneficiary to receive my death benefit?

Under the operation of the Fund members are permitted to either:

- choose certain categories of membership which affect the payment of a death benefit; or
- make binding nominations as to who is to receive any benefits payable on death and in what proportions.

The following categories of membership are available in the Fund:

Categories of Membership

Category	Benefits are payable as follows (subject to superannuation law)
1	Such portion (if any) of the benefit as is specified by the member in percentage terms to the member's spouse at the date of the member's death (if there is more than one spouse, the proportions to be paid to them is subject to the Trustee's discretion), as a lump sum. If the member does not specify a percentage, 100% of the benefit shall be payable to the member's spouse.* The balance (if any) to the member's eligible children at the date of the member's death, in equal shares and payable in each case as an Allocated Pension.#
2	Such portion (if any) of the benefit as is specified by the member in percentage terms to the member's eligible children at the date of the member's death, in equal shares, as a lump sum. If the member does not specify a percentage, 100% of the benefit shall be payable to the member's eligible children.# The balance (if any) to the member's spouse at the date of the member's death (if there is more than one spouse, the proportions to be paid to them is subject to the Trustee's discretion), payable as an Allocated Pension.*
3	Such portion (if any) of the benefit as is specified by the member in percentage terms to the member's personal representative, as a lump sum. If the member does not specify a percentage, 100% of the benefit shall be payable to the member's personal representative. The balance (if any) to the member's spouse at the date of the member's death (if there is more than one spouse, the proportions to be paid to them is subject to the Trustee's discretion), payable as an Allocated Pension.*
4	Such portion (if any) of the benefit as is specified by the member in percentage terms to a person that had an Interdependency Relationship with the member at the date of the member's death (if there is more than one person with whom the member had an Interdependency Relationship, the proportions to be paid to them is subject to the Trustee's discretion), as a lump sum. If the member does not specify a percentage, 100% of the benefit shall be payable to a person or person(s) with whom the member had an Interdependency Relationship.+ The balance (if any) to the member's eligible children at the date of the member's death, in equal shares and payable in each case as an Allocated Pension.#

Category	Benefits are payable as follows (subject to superannuation law)
5	Such portion (if any) of the benefit as is specified by the member in percentage terms to the member's personal representative, as a lump sum. If the member does not specify a percentage, 100% of the benefit shall be payable to the member's personal representative.
	The balance (if any) to a person that had an Interdependency Relationship with the member at the date of the member's death (if there is more than one person with whom the member had an Interdependency Relationship, the proportions to be paid to them is subject to the Trustee's discretion), payable as an Allocated Pension.+
6	A benefit to such one or more of the member's dependants and/or personal representative, in such a manner, form and such proportions (if paying to more than one) as the Trustee in its absolute discretion shall determine.

* The Trustee shall be obliged only to make reasonable enquiries to identify a spouse and, if there is no spouse, the amount shall be paid as a lump sum to the member's personal representative. Spouse for these purposes means the member's legal or de facto spouse.

The Trustee shall be obliged only to make reasonable enquiries to identify eligible children and, if there are no eligible children, the amount shall be paid as a lump sum to the member's personal representative. Eligible children for these purposes means the member's children (including adopted children, step-children and ex-nuptial children) under the age of 18 at the date of death.

+ The Trustee shall be obliged only to make reasonable enquiries to identify a person that had an Interdependency Relationship with the member and if there is no such person, the amount shall be paid as a lump sum to the member's personal representative.

Binding Nominations

A binding nomination may be given by the member to the Trustee, if permitted by the Trustee, on or after a date specified by the Trustee, in which case the following provisions apply:

- if, at the time of the member's death, the Trustee holds a binding nomination which is valid, subject to SIS and any other applicable law the Trustee shall, in accordance with the binding nomination, pay the member's benefit to each nominee entitled to receive a benefit, with any balance (whether arising from the nomination not being effective for a nominee or from a nominee not being paid because of SIS or any other applicable law) paid as a lump sum to the member's legal personal representative;
- if, at the time of the member's death, the Trustee does not hold a binding nomination which is valid, the Trustee shall pay the member's benefit as a lump sum to the member's legal personal representative (estate).

Expiry of Binding Nomination

A point to consider is that any binding nomination made by a member only remains valid for three years, at which time it will expire. It is the member's responsibility to review their binding nomination regularly and renew their nomination or advise us of appropriate changes to meet personal circumstances (such as in the case of marriage or divorce).

Payment to beneficiary not possible

If a portion of a benefit cannot be paid to a specified beneficiary for any reason, then that portion of the benefit will be paid to the member's legal personal representative (estate).

Application for binding nomination

Superannuation law requires that if you are selecting a binding nomination, you must sign the application in the presence of two witnesses. The witnesses must have turned at least age 18, and must not be nominated as beneficiaries. All signatures should be signed using the same pen and with all signatories present.

If you are picking category 1 to 6 you do not need to have your signature witnessed.

Changing categories, or moving from a category to a binding nomination

You have the option to change categories or move from a category to a binding nomination at any time (and vice versa) by completing the Death Benefit Nomination form. This form is available by contacting our Customer Service Centre on 1800 226 364.

A member's benefit will be paid in accordance with the rules of the category last notified to the Trustee or in accordance with any binding death benefit nomination which is in force (subject in both cases to superannuation law).

TOWER

Superannuation Fund

Payment of a Death Benefit

Under superannuation law a death benefit can only be paid to the following:

- Member's Spouse (as defined previously);
- Child of the member of any age (including adopted child, step-child and ex-nuptial child);
- The person's legal representative;
- Any person who was financially dependent on the member at the time of death; and
- Any person with whom the member had an Interdependency Relationship.

An Interdependency Relationship is defined as where two people (whether or not related by family):

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

An Interdependency Relationship can also exist where there is a close personal relationship between two people who do not satisfy all other criteria of interdependency because either or both of them suffer from a physical, intellectual or psychiatric disability.

Please note your beneficiary may be required to confirm their identity before any payments are made to them.

Allocated Pension purchased with a death benefit

When an Allocated Pension is purchased with a portion of a death benefit on behalf of eligible children, the Trustee will invest that portion of the benefit in the manner selected by the eligible child's guardian. The guardian is a person who is the biological parent, step parent, parent through adoption, or person appointed as such by law who has responsibility for the eligible child's financial circumstances. If no investment option has been selected in regard to the TOWER Superannuation Fund Allocated Pension, the Trustee will invest the amount in the TOWER Conservative Portfolio (the default option).

If for any reason a Portfolio is not available at the time of purchasing an Allocated Pension, the Trustee will use its discretion to invest in similar options.

The income will be paid in similar proportion from each of the portfolios. Regular pension payments will be made on a monthly basis. The eligible child's guardian is also permitted to choose the level of pension payments provided they are :

- the minimum Government prescribed level; or
- the maximum Government prescribed level; or
- any amount within these levels.

In the first year of the pension, the minimum and maximum payment levels are calculated with reference to the date of commencement and the account balance within the pension. If the eligible child's guardian does not select a level of pension payments the Trustee will pay the minimum Government prescribed level.

Under the TOWER Superannuation Fund Trust Deed, eligible children and their guardians are not permitted to commute the pension until the eligible child reaches the commutation age. The default commutation age is 18, however the member can elect to choose a different commutation age of either 21 or 25 on page 23 of the Application Form.

Effective 1 July 2007 non-dependants of the deceased will not be able to receive a superannuation income stream death benefit. Superannuation income stream death benefits paid to a dependant will be tax free (for elements taxed in the fund) or taxed at marginal tax rates less a 10% tax offset (for elements untaxed in the fund such as insurance proceeds), if either the deceased or recipient is 60 or over.

If the superannuation pension income stream is paid to a dependant under age 60 and the deceased died before he/she turned age 60, the dependant would be taxed at their marginal rates and receive a 15% tax offset (for elements taxed in the fund) or will receive no tax offset (for elements untaxed in the fund such as insurance proceeds).

Where a child of the deceased under age 25 receives a death benefit superannuation income stream, he or she will generally be required to commute (withdraw) this benefit upon turning age 25.

When are your superannuation benefits payable?

Other than death benefits, a superannuation benefit can only be paid where the member meets a condition of release under applicable superannuation law.

These circumstances include:

- permanent incapacity (which means the member has ceased to be gainfully employed because of ill-health). In this instance payment will be made where the Trustee is satisfied that the member is unlikely to ever again work in gainful employment for which the member is reasonably qualified by education, training or experience. the member has reached age 65; or
- the member has retired and the Trustee is satisfied that the person intends never again to become gainfully employed either on a full time basis or part time basis and has reached their preservation age (the table below will assist you in determining your preservation age); or
- the member has reached their preservation age (as shown in the table below) and the benefit is to be paid in the form of a non-commutable annuity or pension, or a non-commutable allocated pension or annuity; or
- the member has terminated an arrangement of employment on or after age 60; or
- the member permanently leaves Australia, after holding an eligible temporary resident visa; or
- the member suffers severe financial hardship; or
- compassionate grounds.

When you do not meet a condition of release for disability payments

If a disability benefit becomes payable, and you do not meet an appropriate condition of release, your benefit must be transferred out of the Fund and into an alternative superannuation arrangement.

The Trustee will write to you to inform you if you are required to transfer your benefit.

The Trustee will transfer your benefit to an Eligible Rollover Fund (ERF) if, after giving you prior written notice of their intention to do so, you do not notify the Trustee of an alternative superannuation arrangement to which you require your benefit to be transferred within thirty days of the date of that notice.

An ERF is a fund approved by the Australian Prudential Regulatory Authority (APRA) which can receive benefits payable to members of superannuation funds who cannot be located or who do not respond to letters regarding payment of their benefits.

The Trustee has selected Australian Eligible Rollover Fund (AERF) as the Fund’s ERF. Its contact details are:

Australian Eligible Rollover Fund
Locked Bag 5429
Parramatta NSW 2124
Call 1800 677 424

Once the Trustee transfers your benefit to the AERF, all

further correspondence regarding your benefit should be directed to the trustee of the AERF.

If your benefits are transferred to the AERF, your benefit may be impacted for the following reasons:

- You will cease to have an interest in the Fund.
- You will become a member of AERF, meaning you will be subject to its governing rules, including its fee structure.
- Your benefits may be member protected meaning that generally, administration charges cannot exceed investment earnings on your account in a reporting period. However, Government charges, such as taxes, may be deducted.
- The AERF is unable to accept any ongoing contributions from you or your employer, however, it may accept rollovers from other superannuation funds.
- Your benefit will be preserved unless you meet an appropriate condition of release.

What Is My Preservation Age?

When were you born?	Preservation Age
Before 1 July 1960	55
1 July 1960 to 30 June 1961	56
1 July 1961 to 30 June 1962	57
1 July 1962 to 30 June 1963	58
1 July 1963 to 30 June 1964	59
On or after 1 July 1964	60

General Policy Conditions

Superannuation and family law

Provisions in the Family Law Act enable parties who are married to require superannuation fund trustees to carry out certain actions in relation to superannuation entitlements. Members (married persons only) should note that their spouse will be able to request the Trustee to disclose information in relation to the member's benefit entitlements ('Request for Information'). Members must understand that the Trustee is prohibited by law from informing them that such a request was made. The Trustee will not pass any information in relation to your present whereabouts to the person making the Request for Information.

If a couple separates

Should a couple separate, they can provide the Trustee with certain binding instructions that either flag the benefit, which prevents the trustee from paying the benefit in certain circumstances when it becomes payable, or split the benefit. Splitting the benefit essentially means that the benefit payable from the Fund to the member spouse is reduced by an amount becoming available to the non-member spouse.

The legislation permits the Trustee to charge reasonable fees in respect of these actions. If you are considering such action, the details of fees payable will be provided to you on request and prior to any action being taken.

Members should remember that this legislation does not apply to de facto or same sex couples.

Given the complexity of these laws members should consider specialist legal advice to determine whether they apply it to their individual circumstances. The Trustee is not in a position to provide advice in relation to these matters.

Do I receive an Annual Report?

At least once a year you will be provided with an Annual Report. This Report is provided to assist you in making an informed judgement about the management and financial condition of the Fund.

The latest Annual Report to Members of the Fund and other information is available to you free of charge through your adviser or through TOWER.

General Policy Conditions

Jurisdiction

As the head office of TOWER Australia Limited is based in Sydney, the Policy will be interpreted in accordance with New South Wales law.

References to Dollar Amounts

You should note that any references to dollar amounts in the Plan Conditions are references to Australian currency. All benefit payments to and from TOWER or the Trustee are also referred to in Australian dollars.

Statutory Fund

The Policy will be issued from TOWER's No. 1 Statutory Fund.

Headings

Headings in the Plan Conditions have been included to assist understanding but they do not alter how clauses are to be interpreted (unless stated otherwise or the context indicates the contrary). Where the context provides for it, words indicating the singular can be taken to mean the plural and vice versa.

Guarantee of Upgrade

Over time we may seek to make changes and improvements to the Plan Conditions. Where there is no increase to the premium rate table as a result, these improved conditions will be included in your Policy. Of course if you as the Policy owner (or the life insured if the Policy is owned by the Trustee) tell us that you do not want the improvements included in your Policy then no changes will be made. The choice is yours.

Naturally if the life insured has any existing symptoms prior to an improved condition being included, then payment under the improved condition may not be made.

Changes to Policy Conditions

When we provide you with a Policy you should read it carefully and store it in a safe place as it provides you with information on the cover provided. The conditions of the Policy can be changed if required, but only if agreed to by both you and TOWER (or the Trustee if applicable). It is important to also note that any change must be confirmed in writing by an authorised member of TOWER's staff.

If you received advice from an adviser in relation to the purchase of a Policy you may wish to again talk to them about any proposed changes. You should understand however that the person providing you with advice in this manner does not have authority to alter the Policy.

If a measure, scale, or other term in this Policy is no longer in common usage (the obsolete term) and an equivalent measure, scale or other term has replaced the obsolete term in common usage (the term), the Policy is amended so the new term replaces the obsolete term.

Term of Policy and Plan

As soon as TOWER receives and accepts your application for insurance and the first premium is paid your Policy is then in place and starts working for you. The date on which this occurs is known as the Policy or Plan start date (whichever is applicable) and will be shown in the Policy Schedule.

Once your Policy has commenced the overall duration is determined by any one of a number of factors. The easiest way to remember is that the term of your Policy is the period from the Policy start date until the earliest of the following:

- all Plans under the Policy ceasing for all lives insured;
 - TOWER receiving a written request from the authorised person/s to cancel;
 - the Policy lapsing for non-payment of the premium; or
 - all accrued benefits having been paid and no further Plans apply.
- A similar approach applies in determining the term of your Plan. The term of your Plan is calculated as the period from the Plan start date until the earliest of:
- the Plan end date;
 - TOWER receiving a written request from the authorised person/s to cancel;
 - the death of the life insured; or
 - the full Benefit Amount being paid under the Life Protection Plan or the Crisis Protection Plan.

When you take out cover you will need to indicate on the Application Form if a Plan is to replace all or part of existing insurance. In this instance the cover provided under the TOWER Plan will not start until the existing insurance has been cancelled.

Cancellations and Refunds

Naturally we don't want you to cancel your Policy, but we do understand that sometimes circumstances mean that you need to take this decision. If you do take the decision to cancel your Policy you should check with us to see if you are entitled to a refund of part of the premium as per TOWER's Refund Policy.

TOWER'S Refund Policy is available at our website www.toweraustralia.com.au/cs/insurance/refunds or can be requested by contacting our Customer Service Team on 1800 226 364.

Policy Alterations and Increases

If you would like to make changes to your Policy, such as an alteration or an increase, you will need to firstly ensure that the change is possible. Your adviser can assist you with this. TOWER (or the Trustee if applicable) will then contact you to advise if your requested change has been accepted.

Premiums and Charges

Do I have any options regarding the cost?

You can choose whether to have the costs calculated on the basis of either a stepped or level premium approach.

Stepped premiums

If you select stepped premiums the amount you pay will be based on the life insured's age at each Policy anniversary. This generally means your premium will increase each year.

Level premiums

If you select level premiums the amount you pay will be based on the life insured's age at the start of the Plan. This generally means your premium will only increase if:

- you include a new Plan or benefit option in your Plan;
- your Benefit Amount increases, including through the Inflation Protection Benefit;
- the Policy fee increases;
- the rates in the premium rate table increase;
- Policy discounts no longer apply; or
- government duties or charges increase.

Naturally if you choose to increase your cover, the rates used to calculate premiums for the alteration will be based on the life insured's age at that time.

Will the costs change?

In calculating the cost of the insurance we use premium rate tables that take into account a range of factors relating to the insurance purchased by you. This table only changes if we receive advice from our actuary, so if the costs change in relation to your Policy, these same changes will apply to a group of policies under the same premium rate table or occupation class, not just your Policy. As we discussed above in relation to Policy costs, any change in the new premium you pay will also include government duties and may include a Policy fee.

Please rest assured that if we do increase our premium rate tables you will be advised in writing at least 30 days prior to the increase taking effect.

In a similar fashion any increases that occur as a result of changes in government duties will also be advised to you in writing.

General Policy Conditions

Policy fee

The Policy fee is included as part of each premium or premium instalment. It will also be included in your Policy Schedule. This fee will not increase each year by more than the greater of the Indexation Factor or three per cent.

The policy fee changes with different premium options:		
Premium frequency	Per instalment	Annual equivalent
Yearly	\$55.00	\$55.00
Half Yearly	\$27.50	\$55.00
Quarterly	\$15.00	\$60.00
Monthly	\$5.00	\$60.00

How often do I have to pay?

In terms of payment options you can choose to pay your premiums yearly, half-yearly, quarterly or monthly.

If you are looking to save some money then you should look closely at paying either half yearly or yearly. In contrast a frequency loading of 9% applies to payments made for monthly or quarterly premiums.

All premiums are payable in advance, by the due date shown in your Policy Schedule.

Payment by direct debit

Of course for convenience you can choose to pay by direct debit. Under this option deductions will be made on or around the due date, as dictated by weekends and public holidays. If you are paying in this manner you may wish to check first to see if your financial institution charges you a fee for this type of payment.

Payment by credit card

Payment by credit card is yet another convenient option available to you. If you do select to pay your premiums by credit card, you should be aware that we may pass any related charges on to you.

What happens if I forget to pay?

First premium

It is very important that you pay your first premium on time. Without your first premium the Policy will be deemed to have never commenced and no cover will be provided.

Subsequent payments and lapsing

If for any subsequent payments, we do not receive the premium payment when it is due you will be sent a reminder notice and we allow you a grace period of 30 days in which to pay the premium. The grace period is provided because we understand that sometimes circumstances simply do not allow you to pay on the due date. We urge you to ensure regular payments are made to ensure continuation of the coverage you selected.

Unfortunately if you do not pay the premium by the end of the grace period stated in your reminder notice, we will need to take further action. In this case your Policy will lapse at the end of the grace period and your insurance will no longer apply. If this happens you will need to apply to have it reinstated if you require continuation of the cover at a later time.

Reinstating a lapsed Policy

While we would obviously prefer it if your Policy did not lapse, you are able to apply for reinstatement of a lapsed Policy within a 12 month period. To do this a reinstatement application must be completed. This application will be subject to underwriting and extra information may be required in order to satisfy these requirements. What we mean by underwriting is a process by which we assess risks associated with accepting your application. The process is based on the life to be insured's health and other relevant factors, for example occupation and income.

If you do wish to reinstate a lapsed Policy you will also be required to pay all premium arrears. If the Policy has lapsed for more than 12 months you can choose to apply for a new Policy, however any new Policy application will be subject to full underwriting.

You should be aware that we do reserve the right to decline an application for reinstatement if you allow the Policy to repeatedly lapse, or on the basis of our underwriting assessment of the life insured at the time you ask us to reinstate your Policy.

You should also understand that if we reinstate your Policy or any Plan under it, no claim payment will be made for:

- any Injury or death which occurred while your Policy or Plan was lapsed; or
- any Sickness, including Terminal Illness, which became apparent while your Policy or Plan was lapsed.

In order for a claim to be paid, an event giving rise to a claim must occur while the Policy or Plan is current.

If a claim is payable after your premium is due, but before your Policy lapses, we will pay the claim in line with the Policy conditions. When this occurs any outstanding premiums will be deducted from the claim amount.

If your premiums are not paid yearly, we will deduct the balance of the current year's premium when a claim payment results in the Policy or Plan ending.

Claims

How to make a claim

If you wish to make a claim against a Policy, please contact us at the earliest possible opportunity. Our contact details can be found on the back cover of this document. Contacting us as soon as possible allows us to begin the assessment process and identify any opportunities where further assistance can be provided.

If you are intending to claim disability benefits under the Income Protection Plan and/or Business Expense Plan, a case manager will be appointed to look after your claim. Your case manager will contact you as soon as they are appointed to discuss the circumstances of the life insured's condition and needs at that time. The case manager will also require information to allow him/her to determine how to best assess your claim. The information they gather will determine which definition (income, hours, or duties) will be used to assess your claim in order to best suit your circumstances.

Our claim requirements will be sent to you and once it has been returned assessment of your claim will commence.

Before any claims are paid, you may be required to provide information and/or documentation to confirm your identity and to ensure that claims are being paid to the correct person.

We understand that in some cases making a claim can be a stressful process, particularly if you are in ill health or incapacitated in any way. We urge you and the life insured (if applicable) to cooperate in providing the case manager with the necessary information as quickly as possible. It is only when this information is made available that the case manager will be able to determine the life insured's eligibility and the extent of any claim benefits in line with your application.

Once the assessment has been concluded the case manager will then advise you in writing of the decision that has been made.

Event giving rise to a claim

An event giving rise to a claim must occur at a time while cover is provided under the relevant Plan. Claim payments can only be made, start to accrue or continue while the appropriate cover is in place.

To ensure we are able to assist you in an efficient manner you will need to provide us with advice in writing of any event that gives rise to a claim. This should be done as soon as reasonably possible otherwise claim payments may be reduced to the extent that the ability to assess the claim has been prejudiced by the delay in being able to adequately assess the claim.

Claim requirements at your expense

In order to adequately assess the claim we will require the following:

- proof of the event for which a claim is being made;
- for Income Protection Plan and Business Expense Plan, a monthly medical certificate in a form to be determined by the case manager;
- proof of payment, when a claim for reimbursement is being made; and
- proof of age (unless previously provided).

You may also need to provide:

- proof of Policy ownership; and
- a signed discharge from an authorised person.

For the Income Protection Plan and Business Expense Plan you will be advised if you are required to provide:

- verification of the life insured's Monthly Earnings and Business Expenses stated in the application; and/or
- verification of the life insured's Monthly Earnings and Business Expenses before and after the event giving rise to your claim.

Subject to the duty of disclosure, if proof of income of the life insured's Monthly Earnings has been provided at the time of the application being submitted, this will not need to be submitted again at the time of claim to justify the Benefit Amount for agreed value contracts.

You will need to meet any costs incurred in supplying the appropriate documents to verify the claim you are making.

General Policy Conditions

Claim requirements at TOWER's expense

In addition to the above information you will be advised if any other requirements need to be satisfied. If TOWER subsequently requests that further requirements be satisfied, we will meet any costs that you incur in order to satisfy such requirements. Depending on the type of claim, you may be required to provide some or all of the following:

Medical Requirements:

- an examination of the life insured by a Medical Practitioner of our choice. This may involve imaging studies and clinical, histological and laboratory evidence;
- confirmatory assessment or diagnosis by a specialist Medical Practitioner of our choice; and
- proof that a surgical procedure was medically necessary and was the usual treatment for the underlying condition.

For Terminal Illness benefit claims you will normally only need to provide a medical certificate from the treating medical specialist. However, we reserve the right to obtain any additional information that we deem necessary to assess your claim.

Financial Requirements:

- an audit of the life insured's business and personal financial circumstances as often as is required. This may include auditing documents that constitute a legal requirement such as business and personal taxation returns and profit & loss statements.

Interview Requirements:

- you and the life insured (if applicable) may be required to attend interviews by a member of our staff or someone appointed by us as often as is required to fully consider your claim.

Other Information Requirements:

- access to details of the life insured's previous medical consultations;
- assessment of current functional and vocational capacity by an appropriately qualified person selected by us;
- obtaining information from various parties, including you and the life insured (if applicable), in relation to your claim, by a member of our staff or someone appointed by us, as often as is required. This may include, but not be limited to, details of any previous Injury or Sickness claims in relation to the life insured and details of previous occupation duties.

Following advice of a medical practitioner

Claim payments will be dependent on the life insured following the reasonable advice of a Medical Practitioner. This includes following a recommended course of treatment and rehabilitation for any conditions on which the claim is being made.

If the life insured is in Australia and becomes disabled and subsequently travels or resides overseas, claim payments will only be made if, in travelling or residing overseas, the life insured is following the advice of the treating Medical Practitioner. In this instance the case manager should be advised in advance of the life insured's start date of travel.

Your obligation regarding disability duration and severity

In providing you with this Policy, TOWER has contracted to insure the life insured on the basis of the agreed cover. While TOWER has accepted the risks associated with any potential loss, you and the life insured also have an obligation to mitigate your loss. You and the life insured must not knowingly contribute to the severity or longevity of the life insured's disablement, or your claim may not be accepted.

Claims assessment

Both the eligibility and extent of any claim payments relating to Sickness or Injury of a life insured, will be based solely on the impact of the Sickness or Injury. Under the terms of this Policy we will exclude any claims made on the basis of additional impact due to economic, seasonal or non-medical factors.

If cover is provided under the Income Protection Plan or the Business Expense Plan and a claim is made for a period of disability of less than one month it will be paid on a pro rata basis. The payment will be made at a rate of 1/30th of the Benefit Amount for each day the life insured is Totally or Partially Disabled.

Important Information

Misstatement of age

The white lie of lowering one's age may be acceptable in some social circumstances; however it can have some unintended consequences for the life insured under this Policy. If for example the age of the life insured has been incorrectly provided and the premium paid is lower than required, any claim payments that are subsequently made will be reduced. This reduction will ensure that any benefits will be equivalent to the amount that the premium paid would have purchased at that time. Of course if the premium paid is higher than required, any overpaid premiums will be refunded.

Payment of claim

If you are legally competent to apply for a claim, all benefits will be paid to you or your legal or personal representative. If you are judged to be not legally competent we will then pay any respective benefits to whom ever we are legally permitted to make payments.

If the Policy is owned by the Trustee or the trustee of a complying superannuation fund, and you are legally competent to apply for a claim payment, all benefits will be paid to the Trustee.

Important Information

The following section contains important information relating to all Plans contained within this document. This material includes a range of administrative information relating to premiums and charges, claims and taxation, complaints, interim cover certificates and the application of a cooling off period.

Overview

This document describes a number of different products and it is important to understand both the similarities and differences that exist in the way in which each of these operate.

The TOWER Protection Policy contains a range of Plans and options for you to consider. One of these Plans, the Life Protection Plan, may be issued by TOWER Australia Limited directly to you as the Policy owner, or to TOWER Australian Superannuation Limited as the Policy owner with you as the life insured.

While the decision on the structure is up to you, your choice impacts on the way in which the cover is administered and the way in which any proceeds of the Policy may be distributed.

The following information summarises the important differences between the two ways in which the Protection Policy can be issued.

If you take out the TOWER Protection Policy issued by TOWER Australia Limited (TOWER) directly to you:

- you will become the Policy owner and will be responsible for paying the relevant premium applying to the Policy;
- there can be more than one Policy owner and life insured to the Policy;
- you and the life insured must be Australian residents;
- the Policy will cover a named life insured for benefits which apply to that life insured;
- there can be different amounts and different types of benefit cover for different lives insured;
- separate types of cover can end for different lives insured on different dates; and
- benefits for each life insured are separate and the terms of the Policy will apply separately to each life insured.

A general description of the Plans can be found in Section 3 of this document. Further details on the Plan Conditions can be located in Section 4 and the General Policy Conditions in Section 6.

Important Information

If you take out the TOWER Protection Policy offered through the TOWER Superannuation Fund (the Fund);

- you will become the life insured, TOWER Australian Superannuation Limited, the Trustee of the Fund (Trustee) will be the Policy Owner and TOWER Australia Limited (TOWER) will be the insurer of the Policy;
- you will be responsible for paying the relevant contributions applying to the Policy;
- there can only be one life insured in relation to this arrangement; and
- any benefit payable under the Policy will, in the first instance, be paid to the Trustee. The Trustee will only release the proceeds of the Policy when you meet a condition of release under the Superannuation Industry (Supervision) Regulations 1994. If you do not meet a condition of release, the monies will continue to be held in the Fund for your benefit until such time as you satisfy a condition of release.

Full details of the benefits offered by the Trustee of the Fund and insured by TOWER are referred to in Sections 3, 4 and 5 of this Product Disclosure Statement.

The Policy you receive

When you decide to purchase a TOWER Protection Policy and we agree to provide cover, you will receive a Policy Schedule and Policy Certificate/s confirming the details of the cover provided. The Policy will consist of:

- the applicable Policy Conditions (Section 4);
- the General Policy Conditions (pages 68 – 72);
- the Policy Schedule; and
- the Policy Certificate/s.

The Policy Schedule and Policy Certificate/s are documents that will be sent to you when your application for insurance is accepted. The Policy Certificate/s simply indicates which benefits and options apply to a life insured.

If the Policy is altered at any time you will receive a new Policy Schedule and Policy Certificate reflecting the agreed changes.

If the Policy is owned by more than one person, it will be owned on a joint tenancy basis.

Policy conditions

Benefit Amount

When you read through the Plan Conditions in this Product Disclosure Statement you will note that we refer to a Benefit Amount. When we do talk about a Benefit Amount it is in reference to the Benefit Amount under a particular Plan – for example the Benefit under a Life Protection Plan is the amount of cover in place for you under this Plan. Where a Benefit Amount refers to a specific benefit option (such as the Total and Permanent Disability Option) then this will be stated clearly in the text.

If there is a split Benefit Amount under the Income Protection Plan, a reference to the Waiting Period, Benefit Period and Benefit Amount will (unless stated otherwise) refer to each component of the benefit or option.

Occupation Class

When you apply for insurance cover we look closely at a range of factors to assist us in determining the life insured's risk profile and one of these factors is what is known as Occupation Class. Quite simply an occupation class depends on the type of work the life insured does and the duties involved. Your adviser will be able to talk to you about this and assist in determining the class that will apply to the life insured. When we talk about the occupation class of the life insured within this document the reference will be to the occupation class at the start date of the Plan. This occupation class at the Plan start date will be shown in your Policy Certificate.

Changes to Policy conditions

When we provide you with a Policy you should read it carefully and store it in a safe place as it provides you with information on the cover provided. The conditions of the Policy can be changed if required, but only if agreed to by both you and TOWER (or the Trustee if applicable). It is important to also note that any change must be confirmed in writing by an authorised member of TOWER's staff.

If you received advice from an adviser in relation to the purchase of a Policy you may wish to again talk to them about any proposed changes. You should understand however that the person providing you with advice in this manner does not have authority to alter the Plan Conditions.

How to Apply

Once you have read through this document and decided to purchase the TOWER Protection Policy there are a number of simple steps that you should take. The first and most important step is to complete the Application Form which is enclosed with this Product Disclosure Statement. A signed copy of this document should then be handed to your adviser, who will then send it to us at TOWER.

Please keep this Product Disclosure Statement in a safe place as it provides you with important information relating to your Policy.

It is important that you and the life to be insured comply with the duty of disclosure and complete all the information requested in the Application Form. This information allows TOWER to assess your application for insurance quickly and efficiently.

Duty of disclosure

Before your application for insurance can be accepted, the Policy owner and any life to be insured have a duty to inform us of any matter that the Policy owner or any life to be insured know, or could be reasonably expected to know, is relevant to our decision whether to grant insurance or the terms of that insurance. The same duty applies before the benefits are varied, extended or reinstated. This duty does not apply to a matter that reduces our risk, is common knowledge, that we know or ought to know in the ordinary course of business, or of which does not require disclosure.

The duty of disclosure applies even after your application is completed and submitted until we advise that we have accepted your application.

If the Policy owner or any life to be insured does not disclose relevant matters and, if we had known about them, we would not have granted insurance at all, the benefits can be avoided or reduced within three years from the date of issue or any time if that non-disclosure is fraudulent. Alternatively, we may in some circumstances, within three years of the date, reduce the Benefit Amount to the figure which would have been granted for the premium charged, if all relevant matters had been disclosed.

Premiums and Charges

How much will it cost?

The cost of your insurance cover is dependant on a range of factors. These factors include the type of cover you need, the life insured's age and gender, whether or not the life insured smokes and how often you choose to pay your premiums. On top of that we will also take into account the life insured's occupation, health and personal pastimes. Once we know a little bit about you and the cover you require we can then determine the basic costs involved. Sometimes discounts may apply to certain policies however these may not apply for the full term of your Policy.

On top of the Policy cost the Government then imposes duties and charges which we will need to include in your premium. A Policy fee may also apply.

To give you an idea of the costs involved our minimum premium is currently \$220 a year for a new Policy and \$110 a year for an increase to an existing Policy. A table of premium rates is available on request if you require further information on this issue, although we recommend you contact your adviser to obtain an accurate quotation for your circumstances.

When you are provided with a Policy Schedule you should read it carefully. The Schedule will show you the first year's

premium amount or the first instalment premium amount. The Premium amount will also include any extra amounts charged to you when we accepted your application or reinstated your Policy or a Plan under it.

Are there any hidden fees?

The simple answer to this question is that there are no hidden fees or charges. We fully describe all of our fees and charges for the Policy in Section 6 of this Product Disclosure Statement.

Can TOWER cancel my policy?

As long as you are continually paid up to date your Policy will remain current. This means your insurance Policy will continue regardless of any changes in your health, occupation or pastimes.

We will honour claim payments in line with the Policy Conditions if:

- you have complied with the duty of disclosure; and
- you and the life insured have answered all questions in your Application Form honestly and accurately.

Is there anything else I should know?

You should be aware that some Plan Exclusions and Adjustments will apply to your Policy. We would encourage you to read through this document thoroughly and make yourself aware of these conditions. Full details of the Plan Exclusions and Adjustments can be found in the relevant Plan Conditions contained in Section 4 of this Product Disclosure Statement (as applicable). Please also refer to any other Letter of Advice we may have requested you to sign at the time of assessing your Application.

We will send you an annual statement on each Policy anniversary. The Policy anniversary will be shown in your Policy Schedule when the Policy is issued to you.

A replacement schedule will be issued to you if there are any changes which affect your Policy.

Please direct any queries you have about your Policy to us on free call 1800 226 364, or to the adviser who assisted you when purchasing your Policy.

Taxation

This taxation information is a general statement only and is based on the continuance of present taxation laws and rulings and their interpretation. Your individual circumstances may be different and have not been taken into account in providing this information. It is important, therefore, that you obtain independent, professional taxation advice, specific to your circumstances regarding any tax implications of purchasing a Policy, or investing in or contributing to superannuation.

We reserve the right to make changes to the Policy and premium rates in response to any taxation or other legal changes.

Goods and Services Tax

This Policy is treated as input taxed under the Goods and

Important Information

Services Tax and any cost of GST will be included in the premium rates. An input tax credit will not be available to the Policyholder.

Tax deductions

For Income Protection and Business Expense Plans, premiums are generally tax deductible and benefits paid are assessable as income. This is not the case for Life Protection or Crisis Protection Plans. A different position may apply if the Plan is effected for business purposes and you should seek specific advice.

Contributions to a superannuation fund may also be eligible for tax deductions.

Capital Gains Tax

Benefits payable under these Plans may be assessed under the capital gains provisions if you are not the original beneficial owner of the Policy (as defined under the Income Tax Assessment Act 1997), and acquired the Policy for consideration. We usually do not deduct or remit tax from claim payments, unless required to by law.

If you have effected your Policy through TOWER Australian Superannuation Limited (the Trustee) the following information is relevant to you.

Are contributions tax deductible?

Individual Members

Generally, personal contributions are only tax deductible if you are self-employed or substantially self-employed.

A person is deemed to be substantially self-employed if their assessable income and reportable fringe benefits from an employer are less than 10% of their total assessable income and reportable fringe benefits.

Effective 1 July 2007 self-employed persons can claim a full tax deduction for personal contributions made on their own behalf up to age 74 provided they notify the Fund of their intention to do so. These contributions will be taxable to the Fund at 15%.

Employer

Employer contributions are generally tax deductible to the employer where they are made for the purpose of providing superannuation benefits for an employee or the employee's dependants.

Non-concessional contributions cap

Non-concessional contributions made to super will be capped at \$150,000 for the 2007/2008 financial year. Members will be taxed at the top marginal tax rate (plus Medicare levy) on non-concessional contributions made in excess of this cap. In addition, people under 65 will be able to bring forward two years of contributions, enabling \$450,000 to be contributed in one year, with no further contributions in the next two years. The non-concessional contributions cap will also be indexed for future years.

Concessional contributions cap

Concessional contributions will be capped at \$50,000 for the 2007/2008 financial year, for those under 50. Members will be taxed an additional 30% plus the Medicare Levy on concessional contributions made in excess of this cap. The concessional cap will be indexed for future years.

There is a transitional arrangement for people aged 50 and over which allows them to have an increased annual concessional contribution cap of \$100,000 from 1 July 2007 to 30 June 2012. This cap will not be indexed.

Are contributions eligible for the government co-contribution?

In July 2003, the Government co-contribution was introduced to encourage people to make personal contributions to superannuation. Generally, for every \$1 an eligible individual contributes to superannuation, the Government will pay \$1.50 to their superannuation fund, up to a maximum of \$1,500 each year.

The income* level up to which the maximum co-contribution applies is \$28,980.

For incomes* above \$28,980, the maximum co-contribution reduces by \$0.05 for each \$1.00 in income*, and phase out completely at \$58,980.

*Income is assessable income and reportable fringe benefits.

Effective 1 July 2007, self-employed persons may be eligible for the co-contribution payment. The income would be determined by adding assessable income of a person (including any reportable fringe benefits) minus any expenses incurred in carrying on a business.

The co-contribution is only available in respect of a personal superannuation contribution to the extent that the commissioner has not allowed the contribution as a deduction.

If you are interested in finding out more information about this scheme, speak to your adviser or contact the Australian Taxation Office on 131 020 or at www.ato.gov.au/super

Is there any tax on withdrawal?

The taxation of member withdrawals depends on the type of component(s) a Member has. The two components are:

- Tax free component – this amount is tax free when taken as a lump sum.
- Taxable component – this amount is the balance of your super benefit after deducting the tax free component. The tax treatment of this component depends on your age at the date of withdrawal, the amount withdrawn and whether the benefit consists of untaxed or taxed elements as follows:

Age	Untaxed Element	Taxed Element
Aged 60 and Above	Up to the first \$1 million* is taxed at 15% (plus Medicare levy). The top marginal tax rate (plus Medicare levy) applies to amounts above \$1 million*.	Tax Free
Preservation Age to Age 59	Up to the first \$140,000* is taxed at 15% (plus Medicare levy). Amounts over \$140,000* to \$1 million are taxed at 30% (plus Medicare levy). The top marginal tax rate (plus Medicare levy) applies to amounts above \$1 million*.	Up to the first \$140,000 is tax free. The amount over \$140,000 is taxed at 15% (plus Medicare levy).
Below Preservation Age	Up to the first \$1 million* is taxed at 30% (plus Medicare levy). The top marginal tax rate (plus Medicare levy) applies to amounts above \$1 million*.	Taxed at 20% (plus Medicare levy)

*These amounts apply to the 2007/08 financial year and will be indexed in line with Average Weekly Ordinary Time Earnings as at 1 July each year rounded to the nearest multiple of \$5,000.

It should be noted that when making a super lump sum withdrawal, if a Member has both tax free and taxable components they cannot selectively withdraw from one component but must withdraw from both components with relevant portions of each reflecting the proportions that each component makes up of the total value of the super interest.

Important Information

Withdrawals made by persons holding an eligible Temporary Residents Visa

People who have entered Australia on an eligible temporary residents visa and who subsequently permanently depart Australia, are able to receive payment of any superannuation they have accumulated. The payment will be subject to special withholding tax, to be withheld by the Fund when making any payments.

The super payments will consist of tax free components (which are not subject to taxation when withdrawn) and/or taxable components. The tax rates applicable to the taxable components are:

- Taxable (taxed element): 30%
- Taxable (untaxed element): 40%

Please note that this concession does not apply to New Zealand citizens, who do not meet the eligibility criteria.

What Tax Is Payable On Death Benefits?

All lump sum death benefits are tax free if paid to a Dependant (for tax purposes). Also, lump sum death benefits paid to Non-dependants (for tax purposes) are taxed at 15% plus the Medicare levy (for elements taxed in the Fund) or taxed at 30% plus the Medicare Levy (for elements untaxed in the fund such as insurance proceeds).

A dependant for tax purposes means your legal or de facto spouse, a child under 18 years (including adopted child, step-child and ex-nuptial child), any person financially dependent on you at the date of your death and a person with whom you have an Interdependency Relationship.

What are the spouse contribution rules?

The Government allows you to contribute to superannuation on behalf of your spouse and for your spouse to contribute to superannuation for you.

Under these rules, a spouse can make 'eligible spouse' contributions into a superannuation fund as long as the spouse for which contributions are being made (i.e. the receiving spouse) is either under age 65, or if they are aged from 65 to under age 70 they must have worked 40 hours in a consecutive 30 day period in the financial year that contributions were made.

An eligible spouse contribution is a superannuation contribution made in respect of a legal or de facto spouse to a superannuation fund.

Any spouse contributions made are subject to preservation which may mean that the benefit cannot be paid by the fund until the spouse meets a condition of release under applicable superannuation law.

Spouse contribution rebate

Eligible spouses (married or de facto) who make superannuation contributions, may be entitled to a rebate of up to \$540 per annum for superannuation contributions made providing the spouse in respect of whom they are made is on a low income or not working.

The rebate is generally equal to 18% of the eligible spouse contributions made, up to a maximum of \$3,000. This limit reduces by \$1 for every \$1 of the receiving spouse's assessable income and reportable fringe benefits that exceed \$10,800. No rebate is available if the spouse in respect of whom they are made has assessable income plus reportable fringe benefits of \$13,800 or more.

It is your (the taxpayer's) responsibility to maintain a record of eligible spouse contributions made for the purpose of claiming the rebate.

Do I need to provide my Tax File Number?

Collection of Tax File Numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1988. Legislation allows your Tax File Number to be used for the following purposes:

- taxing withdrawals from the Fund at a concessional rate;
- assisting you to locate superannuation benefits particularly where you have interests in several funds accumulated over a long period of time;
- passing your Tax File Number to the Australian Tax Office if you receive a benefit or when you have reached aged pension age and have unclaimed superannuation money;
- passing your Tax File Number to a superannuation fund receiving any benefits being transferred; and
- compliance with Superannuation Surcharge arrangements.

The Trustee will request that you supply your Tax File Number. You are, however, under no obligation to provide your Tax File Number. Declining to quote your Tax File Number is not an offence.

If you elect not to provide your Tax File Number, the following may apply:

- more tax may be payable on superannuation benefits and contributions than would otherwise apply (however you may be able to reclaim this amount from the Australian Tax Office);
- it will be more difficult to locate superannuation benefits, particularly if you change jobs and addresses;
- Your insurance cover (if any) could lapse as we are unable to accept personal contributions to pay for insurance and/or your contributions may not be enough to cover premiums due to the extra tax being applied to the contributions;
- You will not be able to make personal non-concessional contributions, spouse contributions, or Government co-contributions to your super policy;
- Concessional contributions (eg Employer contributions and salary sacrifice) will be taxed at 46.5% (an additional 31.5% on top of the existing 15% contributions tax).

The lawful purposes for which your Tax File Number can be used and the consequences of not quoting your Tax File Number may change in the future, as a result of legislative change.

These statements concerning the taxation treatment of your benefits are general in nature, and are based on current law. It is important that you obtain your own independent tax advice, both when joining the Fund and in the future. It is important to note that as your circumstances change, so might the tax treatment of your contributions and any other payments made through the Fund.

Important Information

Privacy

Please note that these terms and conditions on Privacy concern both you and the life insured. You must ensure that you show these Privacy terms and conditions to the life insured. If you submit an application to us, you will be deemed to have ensured that the life insured agrees to these Privacy terms and conditions.

In these Privacy terms and conditions:

- we explain our approach to managing your and the life insured's personal information
- references to "TOWER", "we", "us" and "our" refer to TOWER Australia Limited and its related bodies corporate
- references to "you" and "your" refer to both the Policy owner and the life insured.

Collection, use and disclosure of personal information

As a financial services company, TOWER collects personal information about you to provide you with the products and services you request. In most instances, we collect your personal information from you when you complete an application form or personal statement, but we may also collect information from you which you provide over the telephone or internet.

We may request information from you if you want to make changes to the Policy or if you make a claim.

In some situations, we may also collect your personal information from a third party, such as your financial planner or adviser, health professional, accountant or another organisation with whom we have an arrangement for the promotion and sale of products offered or distributed by us.

If you do not supply the information that we require, we may not be able to assess or approve your application, provide the product or service requested or pay the claim.

TOWER discloses your personal information to a number of its related entities which assist us in providing you with products or services.

TOWER may disclose some of your personal information to external organisations who assist us in administering the products and services we provide to you. This may include, for example, mailing houses, your financial planner or adviser, health professional or accountant.

Like other financial services companies, there are situations where TOWER may also disclose your personal information in circumstances where it is:

- required by law (such as to the Australian Tax Office); and
- authorised by law (such as where we are obliged to disclose information in the public interest).

We may also use personal information held about you to keep you informed of new products, services or special arrangements, or to conduct marketing activities. We may disclose some personal information about you to our service providers for this purpose.

Accuracy

TOWER relies on the accuracy of the information you provide. If you think that we hold information about you that is incorrect, please contact our Customer Service Centre. If for any reason we decline a request to update your information, we will provide you with details of those reasons.

Access

Under the National Privacy Principles, you are generally entitled to access the personal information we hold about you. If you wish to access that information, you will need to complete a Request for Access to Information Form – this enables us to confirm your identity for security reasons, and to protect your personal information from being sought by a person other than yourself.

To obtain a copy of the Request Form, please contact our Customer Service Centre, or if you would like to obtain further information about how we manage a request for access to personal information, how we manage your information, or obtain a Request Form, please contact the TOWER Privacy Officer.

Complaints process

If for any reason you are dissatisfied with the handling of your personal information, or a request for access, we encourage you to contact our Complaints Manager.

Contact details

For privacy access requests, or information on TOWER's Privacy Policy, please contact:

TOWER Privacy Officer
PO Box 142
Milsons Point NSW 1565

Should you wish to make a complaint relating to your privacy, please contact:

TOWER Complaints Manager
PO Box 142
Milsons Point NSW 1565

Money handling requirements

If we are unable to provide you with the requested insurance after application, any money paid by you will be held in a trust account. This money will be held in this manner until the insurance and/or membership of the Fund (as the case may be) or additional insurance, is ready to be provided or declined, or the money needs to be returned for any other reason. Because monies are expected to remain in this account for only a short period of time, the interest that accrues in that account will be retained. The reason for this is that the administrative complication of calculating interest and returning these additional funds would most likely lead to increased charges if it were adopted.

Any money paid by you is also required to be returned if insurance cannot be issued within a month, or any longer period that is reasonable after receiving the money. In some circumstances (such as where underwriting requirements need to be met or where full details or other requirements have not been provided or satisfied) the money received may remain in the trust account for over one month until the outstanding requirements have been fully satisfied.

Confirmation of transactions

If you would like to confirm any transactions relating to your application or Policy, you are able to do so by phoning the Customer Service Centre on 1800 226 364. If you would prefer this confirmation in writing all you need do is ask the customer service consultant at the time you call and the appropriate process will be established on your behalf.

Direct Debit Request Service Agreement

The Direct Debit Request (DDR) Service Agreement is issued to enable you to understand your rights and responsibilities when making premium payments by direct debit. Under the Agreement money will be debited from your nominated account to meet the premiums for your Policy. It is a simple and effective method of ensuring that your premiums are automatically deducted at the appropriate time. It is recommended that you keep this Agreement in a safe place for future reference.

If any changes are made to the terms of this Agreement you will be provided with at least 14 days notice to allow you to consider any implications. Under the terms of this Agreement all information relating to your nominated financial institution account is guaranteed to be kept confidential, except where required for the purposes of conducting direct debits with your financial institution, or otherwise by law.

Your commitment

If you do commit to a Direct Debit Request Service Agreement you will need to ensure that:

- the account you have nominated can accept direct debits;
- all account holders for this nominated account consent to this Agreement; and
- that there are sufficient funds available in the nominated account, on the due dates, to cover premiums. If there is not, you may incur dishonour fees from your financial institution and your Policy may lapse. Dishonour fees will only be charged by your financial institution.

Where the premium deduction date falls on a weekend or a public holiday, you should understand that the debit will automatically occur on the next business day.

How to make changes

If you wish to make any changes relating to the Agreement you will need to provide at least seven days notice before your next premium due date. This period of notice is applicable to changes such as:

- altering any of your direct debit or financial institution details; or
- stopping or suspending any debits, or cancelling the Agreement completely.

Of course if you do choose to make any changes to the Agreement you will subsequently need to make alternative arrangements for future premiums to continue your Policy.

Contacting us

If you wish to make any of the changes as outlined above, or wish to dispute a debit you should do so in writing. The address for any correspondence is:

TOWER Australia Limited or TOWER Australian Superannuation Limited
PO Box 142
Milsons Point NSW 1565.

We will always respond to your query or dispute in the first instance.

BPAY

For convenience you are also able to pay the Policy premium from a cheque or savings account using BPAY. If you wish to use this method you should contact a participating bank, building society or credit union.



Billers Code: 7955

Ref: See top of page 1 of Application Form (and future renewal notices)

Important Information

Interim Cover

Interim Cover is available under all products and applies from the date that TOWER receives the fully completed Application Form and Personal Statement at either our Head Office or State Office, along with your initial premium cheque or authority to debit your bank account or credit card.

In taking out Interim Cover it is important that you understand it is provided in accordance with the terms and conditions of the Interim Certificate. You should carefully read the information contained in the Interim Certificate as it outlines where cover will be provided and under what conditions and exclusions.

This Interim Cover may provide valuable cover for you during the underwriting process. This form of cover is limited to the lesser of a period of 90 days, the date we either accept, offer alternate terms or reject the Application, or the date the Application is withdrawn.

Subject to the applicable restrictions outlined in the Interim Certificate, this facility will provide you with insurance cover that is being applied for. Please refer to page 86 or 90 (as appropriate) of this document for further details.

Please note that for this cover to apply, a premium must accompany each and every Application. Where you have provided a completed Direct Debit Payment Authority (for Credit Card payments), or a Direct Debit Request (for Bank Account deductions), then the availability of Interim Cover is confirmed.

If you are going to pay premiums quarterly, half yearly or yearly by cheque, then in all instances we will need to obtain a Deposit Premium with the Application. This should represent at least the equivalent of one month's premium.

If we do not receive any Deposit Premium, then it is important to note that you will not be covered for this extremely valuable Interim Cover.

Complaints

In agreeing to supply you with this Policy we are committed to delivering a service that meets your needs. It is to our mutual benefit that we work together to resolve any issues that may arise. It is our commitment that we will always attempt to satisfactorily answer any questions and resolve any problems or complaints you may have regarding the Policy.

Complaints resolution

From time to time you may have questions about your insurance. Whether your insurance is provided through TOWER Australia Limited or through the TOWER Superannuation Fund you can rest assured that procedures are in place to deal with any queries and complaints about the operation and management of this Policy. While there are some subtle differences in these procedures depending on how your insurance is provided, the fact is that the opportunity exists for you to have your complaint heard and dealt with in an appropriate manner.

As an initial step you should seek the assistance of your adviser or our customer service consultants. These people are familiar with the product and are happy to answer any of your questions. A customer service consultant is available by calling 1800 226 364.

If you are not satisfied with the response you receive from your queries you can lodge a complaint in writing to either (depending on who is providing your insurance cover) the:

- Complaints Resolution Officer
TOWER Australia Limited
PO Box 142
Milsons Point NSW 1565; or
- Complaints Resolution Officer
TOWER Superannuation Fund
PO Box 142
Milsons Point NSW 1565.

If the Policy has been issued by TOWER Australia Limited our approach is that we will attempt to resolve your complaint within 45 days of the date it is lodged. If we cannot reasonably resolve your complaint within that period, we will inform you of the delay and request your consent to resolving the complaint within 90 days of the date it was lodged.

If the Policy has been issued through the TOWER Superannuation Fund your complaint will also be properly considered and dealt with within 45 days of the receipt of the complaint. If there are special circumstances we will seek your agreement to extend this time frame.

Superannuation Complaints Tribunal

If the Policy has been issued through the TOWER Superannuation Fund you may also choose to have your complaint addressed through the Superannuation Complaints Tribunal. The Tribunal may be contacted if, after 90 days of lodging your complaint the issue has not yet been resolved to your satisfaction. This Tribunal is an independent body which has been established by the Federal Government to provide free advice and assistance to you and your beneficiaries to resolve certain superannuation complaints. The Tribunal can be contacted on 1300 884 114.

Complaints to the Financial Industry Complaints Service

TOWER is a member of the Financial Industry Complaints Service. This is an industry sponsored service that has been set up to provide free advice and assistance for consumers with complaints against all financial services companies, including assisting Policyholders to resolve complaints with their life insurance company. It is an independent and impartial body whose decisions are binding on us. You should note that it does not deal with issues relating to any superannuation products.

Before seeking to use them, we naturally suggest that you should first try to resolve your complaint with us. If you are not satisfied with the response or we do not resolve your complaint within 45 days of the date it was lodged, you can contact the Financial Industry Complaints Service by:

Telephone on Freecall 1300 780 808; or
Email fics@fics.asn.au; or

Writing to:
The General Manager
Financial Industry Complaints Service
PO Box 579 Collins Street West
Melbourne VIC 8007

The Financial Industry Complaints Service cannot consider certain complaints, including where the Benefit Amount exceeds a certain limit. The service will advise you whether it can consider your complaint.

Cooling off period

Is there a cooling off period?

In presenting you with a range of Plans and options we know it can be delicate to find just the right product to meet your needs. For this reason we have in place what is called a cooling off period. The cooling off period, which applies across all the Plans covered in this Product Disclosure Statement, allows you to reconsider and be confident in the choices you have made. Once you have made your application and you receive notification from us on the terms of the coverage, you have 30 days from the date of our acceptance to check that the Policy meets your needs.

If you have any questions during this cooling off period you should take advantage of the opportunity and talk to your adviser.

Within the 30 days you may send us a request in writing asking us to cancel your Policy. Naturally we don't want to lose your business, but we do want you to be happy with the product you purchased.

If you do choose for whatever reason to cancel your cover within the 30 day period you will then receive a full refund of all premiums paid and no charges will apply. It's that simple.

From a legal perspective there are only two conditions that apply in the cooling off period. These conditions are as follows:

- if notice of acceptance was sent to you by post it will be deemed to have been received by you at the time it would have been delivered in the ordinary course of the post, and
- no refund can be made if a claim has been made under the Policy.

Life Protection Plan structured through the TOWER Superannuation Fund

Where your Policy is structured through superannuation, in refunding the premiums paid you should be aware that this payment is subject to preservation. This means that it may need to be rolled over to another superannuation arrangement rather than be paid in cash. You must do this in writing within one month of advising the Trustee that you are cancelling the Life Protection Plan. If you nominate a superannuation arrangement that does not accept the payment, the Trustee can pay the refund to an eligible rollover fund.

Interim Cover Certificate for TOWER Australia Limited

Interim Cover Certificate

Covering the Life to be Insured while the Application for Insurance is being assessed.

TOWER Australia Limited

Life to be Insured

The purpose of Interim Cover is to provide coverage up to maximum amounts against unforeseeable events while we assess your Application.

Please note that any medical conditions existing at the time of your Application, and any medical conditions arising from them, are excluded from this cover.

This also means that, should the life insured suffer a sickness which impacts on our ability to continue the underwriting process, it may be necessary to adjust the amount upon which our payment will be based, potentially to the extent that only a prescribed minimum payment is possible.

Please read the terms and conditions of Interim Cover on pages 85 to 87 of the PDS for further details regarding the amount of Interim Cover being provided.

Benefits

You applied to TOWER Australia Ltd for the following:

Life Protection Plan \$ Total & Permanent Disability \$

Income Protection Plan \$ Crisis Protection Plan \$

I, acknowledge receipt of \$ made payable to TOWER.

Adviser's Signature Date / /

Section 7

Interim Cover Certificate for TOWER Australia Limited

We will extend Interim Cover to you from the date we have received your fully completed Application Form and the first premium or fully completed Credit Card or DDR authority at our Head Office or a State Office. Interim Cover will be provided to the extent that your Application is not replacing existing comparable cover with us or any other company on the same life to be insured.

The amount for which you are covered under Interim Cover may vary depending on whether the cause of any Interim Cover claim is due to an accident or sickness. Please refer to the section headed Amount Payable below.

Cover will start from the date we receive the Application Form and the first premium or a Credit Card or DDR authority, and will cease upon the earliest of:

- the date we accept your Application (notification of which will be taken as notification of termination of Interim Cover);
- the date you withdraw your Application;
- the expiration of 90 days;
- we advise you in writing that your Application will not be accepted at standard rates or without modification; or
- we advise you in writing that your Application has been declined.

We are entitled to cancel the Interim Cover with effect from the expiration of 90 days. We will issue a notice advising when Interim Cover will cease.

Details of Interim Cover subject to the above terms are as follows:

Death Cover

If you applied for the Life Protection Plan, we will insure the life to be insured against death.

Total and Permanent Disability

If you applied for Total and Permanent Disability Benefits, we will insure the life to be insured against Total and Permanent Disability (TPD). The 'Any' Occupation definition will apply (as defined on page 35). If the life insured suffers TPD prior to your Application being accepted by us (but after we receive your Application), this Sickness or Injury will be taken into account in our assessment of your Application once a decision on your Interim Claim is finalised.

Crisis Cover

If you applied for the Crisis Protection Plan, we will insure the life to be insured against the Crisis Events listed within the Crisis Protection Plan that do not have an * next to the named event.

If you applied for the Child's Crisis Option, we will cover the insured child against the Crisis Events listed within the Child's Crisis Option.

If the life to be insured suffers a Crisis Event prior to your Application being accepted by us (but after we receive your Application), this Sickness or Injury will be taken into account in our assessment of your Application once a decision on your Interim Claim is finalised.

Income Protection Cover

If you applied for the Income Protection Plan, we will insure the life to be insured should they suffer Total Disability (as defined on page 62). If the life to be insured suffers a Total Disability prior to your Application being accepted by us (but after we receive your Application), this Sickness or Injury will be taken into account in our assessment of your Application once a decision on your Interim Claim is finalised.

Business Expenses Cover

If you applied for the Business Expenses Plan, we will insure the life to be insured should they suffer Total Disability (as defined on page 62). If the life to be insured suffers a Total Disability prior to your Application being accepted by us (but after we receive your Application), this Sickness or Injury will be taken into account in our assessment of your Application once a decision on your Interim Claim is finalised.

Amount Payable

Accident

We will cover the life to be insured on the above basis for the Benefit Amount(s) which we would have accepted in the normal course of underwriting to the lesser of, in the relevant case, the amount being applied for or:

- for the Income Protection Plan and Business Expense Plan, a maximum of \$10,000 a month, for 12 months;
- for Death cover, a maximum of \$1,000,000;
- for Crisis and Total and Permanent Disability cover, a maximum of \$500,000; and
- for the Child's Crisis Option, a maximum of \$50,000,

to a total payment in respect of all benefits under the Interim Cover Certificate of \$1,000,000, for any one life.

Should more than one Interim Cover apply at the same time, with TOWER or any other company, the maximum total payment in respect of all benefits across all Interim Covers is \$1,000,000, for any one life.

Interim Cover Certificate for TOWER Australia Limited

Sickness

The purpose of Interim Cover is to provide coverage against unforeseeable events while we assess your Application. Should the life insured suffer a sickness which impacts on our ability to continue the underwriting process, it may be necessary to adjust the amount upon which our payment will be based, potentially to a prescribed minimum amount as outlined below.

1. For example, if the condition occurred or was first diagnosed, or the circumstances leading to diagnosis first became apparent after the Application Form was received by us and we can still complete our underwriting process, the amount payable would be the same as outlined in Accident above.
2. However, if we decide that we cannot complete our underwriting process or if the condition was foreseeable/deemed pre-existing because of earlier diagnosis, or the circumstances leading to diagnosis were/became apparent before we received the Application, an adjustment to the amount payable will be made.

This is done because the condition may impact on our ability to follow our underwriting process.

- 2.1 If we are still able to complete our underwriting process, then the amount payable may be the same as outlined in Accident above unless any loadings or exclusions would have applied to your Policy, in which case the Benefit Amount will be reduced (please see section: "When cover or full cover will not be provided").
- 2.2 However, if our underwriting process is impacted by the condition, it may be necessary to reduce the amount of cover for which you have applied to \$250,000 (or \$3,000 if Income Protection Plan or Business Expense Plan). This will enable us to reduce our underwriting requirements in an effort to gather sufficient information so as to consider a payment.
- 2.3 Finally, if we decide that we are unable to complete our underwriting process any Interim Cover payments will be restricted to the prescribed minimum amount of:
 - \$25,000 as a lump sum for the Life Protection Plan, Total and Permanent Disability and Crisis Protection Plan; and
 - \$2,000 monthly benefit (for a maximum 12 months) for Income Protection Plan and Business Expense Plan.

Subject to the restrictions to the amount payable, the terms and conditions of the Policy (including but not limited to any applicable exclusions) will govern any payment under the Interim Cover Certificate.

Interim Cover is subject to the underwriting guidelines of TOWER. The amount of Interim Cover (if any) therefore cannot be verified until we either complete our assessment of your Application (subject to any special terms or conditions) or we decide that assessment is not possible.

When cover or full cover will not be provided

Other than as previously mentioned, cover will also be restricted or may not be available if you or the life to be insured have not met the duty of disclosure, or would not have been entitled to the amount of cover applied for.

If under our underwriting guidelines we would have declined your Application, no Interim Cover is payable.

Any medical conditions existing at the time of your application, and any medical conditions arising from them, are excluded from this cover.

Cover may be excluded or modified if the life to be insured engages in any pursuit or occupation which we would not have accepted in accordance with our underwriting guidelines.

If under our underwriting guidelines we would have modified or applied an additional loading on your Policy as a result of your medical history, we will reduce the level of Interim Cover based on the proposed premium and the terms that we would have offered. For example, if the policy is loaded by 100%, the level of Interim Cover will be half of the amount of cover applied for (subject to the maximums stated above). If the Policy is loaded by 200%, the level of Interim Cover will be a third of the amount of cover applied for (subject to the maximums stated above).

Example of amount payable under Interim Cover

You are applying for:

- \$1.5 million Death Cover, and
- \$6,000 monthly Benefit Amount under Income Protection.

Under Interim Cover, you are covered for:

- \$1 million Death Cover, and
- \$6,000 monthly Income Protection

If the claimable event is the result of an **accident**, and the claim is approved, the amounts payable will be based on the Interim Cover amounts above.

If the claimable event is the result of a **sickness** we will endeavour to complete our assessment of your application based on the life to be insured's medical condition before the claimable event. For example, if the claimable event is a Coma we will endeavour to obtain medical evidence to support the level of cover before the Coma occurred. It must be recognised that some of that evidence, eg blood tests, may be impacted by the Coma.

Should we be able to obtain evidence of the life to be insured's state of health prior to the claimable event and the claim is approved the amount payable will be based on the Interim Cover amount above. Please note that if the decision is that: we would have offered you alternative terms they will be taken into account to reduce the amount payable. For example, if:

- An exclusion would have applied it may result in no Interim Cover payment, and
- An extra premium would have been charged it will result in a reduced payment.

Should we not be able to obtain evidence of the life insured's state of health prior to the claimable event, then we will reduce the maximum Interim Cover Benefit Amount to \$250,000 for Death and \$3,000 for Income Protection. In turn, this will remove some underwriting requirements, thus hopefully allowing completion of assessment.

If, after all this, we decide that assessment is still not possible then we will determine the eligibility of your claim and, if successful, will make a payment of \$25,000 for the Death cover and \$2,000 a month for the Income Protection cover.

Interim Cover Certificate for TOWER Australian Superannuation Limited

Interim Cover Certificate

Covering the Life to be Insured while the Application for Insurance is being assessed.

TOWER Australia Limited

Life to be Insured

The purpose of Interim Cover is to provide coverage up to maximum amounts against unforeseeable events while we assess your Application.

Please note that any medical conditions existing at the time of your Application, and any medical conditions arising from them, are excluded from this cover.

This also means that, should the life insured suffer a sickness which impacts on our ability to continue the underwriting process, it may be necessary to adjust the amount upon which our payment will be based, potentially to the extent that only a prescribed minimum payment is possible.

Please read the terms and conditions of Interim Cover on pages 89 to 90 of the PDS for further details regarding the amount of Interim Cover being provided.

Benefits

You applied through TOWER Superannuation Fund for the following:

Life Protection Plan \$

Total & Permanent Disability \$

I,

acknowledge receipt of \$

made payable to TOWER.

Adviser's Signature

Date / /

The insurer will extend Interim Cover to you from the date we have received your fully completed Application Form and the first premium or fully completed Credit Card or DDR authority at our Head Office or a State Office. Interim Cover will be provided to the extent that your Application is not replacing existing comparable cover with us or any other company on the same life to be insured.

The amount for which you are covered under Interim Cover may vary depending on whether the cause of any Interim Cover claim is due to an accident or sickness. Please refer to the section headed Amount Payable below.

Cover will start from the date the insurer receives the Application Form and the first premium or a Credit Card or DDR authority, and will cease upon the earliest of:

- the date the insurer accepts your Application (notification of which will be taken as notification of termination of Interim Cover);
- the date you withdraw your Application;
- the expiration of 90 days;
- the insurer advises you in writing that your Application will not be accepted at standard rates or without modification; or
- the insurer advises you in writing that your Application has been declined.

The insurer is entitled to cancel the Interim Cover with effect from the expiration of 90 days. The insurer will issue a notice advising when Interim Cover will cease.

Details of Interim Cover subject to the above terms are as follows:

Death Cover

If you applied for the Life Protection Plan, the insurer will insure the life to be insured against death.

Total and Permanent Disability

If you applied for Total and Permanent Disability Benefits, the insurer will insure the life to be insured against Total and Permanent Disability (TPD). The 'Any' Occupation definition will apply (as defined on page 35). If the life insured suffers TPD prior to your application being accepted by the insurer (but after the insurer receives your Application), this Sickness or Injury will be taken into account in the assessment of your Application once a decision on your Interim Claim is finalised.

Amount Payable

Accident

The insurer will cover the life to be insured on the above basis for the Benefit Amount(s) which the insurer would have accepted in the normal course of underwriting to the lesser of, in the relevant case, the amount being applied for or:

- for Death cover, a maximum of \$1,000,000; and
- for Total and Permanent Disability cover, a maximum of \$500,000

to a total payment in respect of all benefits under the Interim Cover Certificate of \$1,000,000, for any one life.

Should more than one Interim Cover apply at the same time, with TOWER or any other company, the maximum total payment in respect of all benefits across all Interim Covers is \$1,000,000, for any one life.

Sickness

The purpose of Interim Cover is to provide coverage against unforeseeable events while the insurer assesses your Application. Should the life insured suffer a sickness which impacts on the insurer's ability to continue the underwriting process, it may be necessary to adjust the amount upon which payment will be based, potentially to a prescribed minimum amount as outlined below.

1. For example, if the condition occurred or was first diagnosed, or the circumstances leading to diagnosis first became apparent after the Application Form was received by us and the insurer can still complete its underwriting process, the amount payable would be the same as outlined in Accident above.
2. However, if we decide that the insurer decides that it cannot complete its underwriting process or if the condition was foreseeable/deemed pre-existing because of earlier diagnosis, or the circumstances leading to diagnosis were/became apparent before the insurer received the Application, an adjustment to the amount payable will be made.

This is done because the condition may impact on the insurer's ability to follow its underwriting process.

- 2.1 If the insurer is still able to complete its underwriting process, then the amount payable may be the same as outlined in Accident above unless any loadings or exclusions would have applied to your Policy, in which case the Benefit Amount will be reduced (please see section: "When cover or full cover will not be provided").
- 2.2 However, if the insurer's underwriting process is impacted by the condition, it may be necessary to reduce the amount of cover for which you have applied to \$250,000 (or \$3,000 if Income Protection Plan or Business Expense Plan). This will enable the insurer to reduce its underwriting requirements in an effort to gather sufficient information so as to consider a payment.
- 2.3 Finally, if the insurer decides that it is unable to complete its underwriting process any Interim Cover payments will be restricted to the prescribed minimum amount of \$25,000 as a lump sum.

Subject to the restrictions to the amount payable, the terms and conditions of the Policy (including but not limited to any applicable exclusions) will govern any payment under the Interim Cover Certificate.

Interim Cover is subject to the underwriting guidelines of TOWER. The amount of Interim Cover (if any) therefore cannot be verified until they either complete

Interim Cover Certificate for TOWER Australian Superannuation Limited

the assessment of your Application (subject to any special terms or conditions) or they decide that assessment is not possible.

When cover or full cover will not be provided

Other than as previously mentioned, cover will also be restricted or may not be available if the life to be insured has not met the duty of disclosure, or would not have been entitled to the amount of cover applied for.

If under the insurer's underwriting guidelines the insurer would have declined your Application, no Interim Cover is payable.

Any medical conditions existing at the time of your application, and any medical conditions arising from them, are excluded from this cover.

Cover may be excluded or modified if the life to be insured engages in any pursuit or occupation which the insurer would not have accepted in accordance with its underwriting guidelines.

If under the insurer's underwriting guidelines the insurer would have modified or applied an additional loading on your Policy as a result of your medical history, the insurer will reduce the level of Interim Cover based on the proposed premium and the terms that the insurer would have offered. For example, if the Policy is loaded by 100%, the level of Interim Cover will be half of the amount of cover applied for (subject to the maximums stated above). If the Policy is loaded by 200%, the level of Interim Cover will be a third of the amount of cover applied for (subject to the maximums stated above).

Example of amount payable under Interim Cover

You are applying for:

- \$1.5 million Death Cover

Under Interim Cover, you are covered for:

- \$1 million Death Cover

If the claimable event is the result of an **accident**, and the claim is approved, the amount payable will be based on the Interim Cover amount above.

If the claimable event is the result of a **sickness** the insurer will endeavour to complete its assessment of your Application based on the life to be insured's medical condition before the claimable event. For example, if the claimable event is a Coma the insurer will endeavour to obtain medical evidence to support the level of cover before the Coma occurred. It must be recognised that some of that evidence, eg blood tests, may be impacted by the Coma.

Should the insurer be able to obtain evidence of the life to be insured's state of health prior to the claimable event and the claim is approved the amount payable will be based on the Interim Cover amount above. Please note that if the decision is that: the insurer would have offered you alternative terms they will be taken into account to reduce the amount payable. For example, if:

- An exclusion would have applied it may result in no Interim Cover payment, and
- An extra premium would have been charged it will result in a reduced payment.

Should the insurer not be able to obtain evidence of the life insured's state of health prior to the claimable event, then the insurer will reduce the maximum Interim Cover Benefit Amount to \$250,000 for Death cover. In turn, this will remove some underwriting requirements, thus hopefully allowing completion of assessment.

If, after all this, the insurer decides that assessment is still not possible then the insurer will determine the eligibility of your claim and, if successful, will make a payment of \$25,000 for the Death cover.

SERIES 28 APPLICATION | TOWER PROTECTION POLICY |

BPAY NO:

Before you sign this Application Form, be aware that TOWER or a financial adviser must have provided you with a Product Disclosure Statement (PDS) dated 30 April 2008. This PDS contains important information in relation to the TOWER Protection Policy. This information will help you to understand the product and to decide whether it is appropriate to your financial situation, objectives and needs.

YOUR DUTY OF DISCLOSURE

Before you enter into or become insured under a contract of insurance with TOWER Australia Limited (ABN 70 050 109 450) (TOWER), you and any life to be insured have a duty, under the Insurance Contracts Act 1984, to inform TOWER of every matter that you or any life to be insured know, or could reasonably be expected to know, is relevant to TOWER's decision whether to accept the risk of insurance and, if so, on what terms. You have the same duty to disclose those matters to TOWER before you extend, vary or reinstate a contract of insurance. Your duty however does not require disclosure of a matter that reduces TOWER's risk, is common knowledge, that TOWER knows or ought to know in the ordinary course of business, or as to which compliance with your duty is waived.

Your duty of disclosure applies even after this Application is completed until TOWER advises acceptance of insurance.

If you or any life to be insured fail to comply with your duty of disclosure and, if the failure had not occurred, TOWER would not have entered into the contract on any terms, TOWER may avoid the contract within three years of entering into it. If your non-disclosure is fraudulent, TOWER may avoid the contract at any time. Instead of avoiding the contract TOWER may, within three years of entering into it, reduce the sum insured in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to TOWER.

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 if requested, on pages 10, 14, 15 & 17, or as supplied by your financial adviser.
3. If you intend to have your payments:
 - debited directly from your bank credit card, complete the Authority by Credit Card on page 21.
 - debited directly to your bank account, complete the Direct Debit Request on page 21.
4. If you are making your first payment by cheque, please make it payable to TOWER Australia.
5. Please ensure that all parties have signed and dated the Policy Declaration on page 18.
6. The Application Form, copy of your quotation, Direct Debit Request or Authority by Credit Card and cheque (where applicable) should be handed to your financial adviser.

1. APPLICATION DETAILS

<input type="checkbox"/> New Application	<input type="checkbox"/> Alteration/Addition to PDS 28	Policy No.	<input type="text"/>
<input type="checkbox"/> Non Super	<input type="checkbox"/> TOWER Super	<input type="checkbox"/> External Super	(Please provide Super Fund's name in 2(B))
<input type="checkbox"/> Continuation Option	Group Name	<input type="text"/>	Fund/Member No: <input type="text"/>
<input type="checkbox"/> Conversion Option	Policy No.	<input type="text"/>	
<input type="checkbox"/> Buy Back Option	Policy No.	<input type="text"/>	
<input type="checkbox"/> Business Insurance Option			
<input type="checkbox"/> Modified Underwriting/Transfer Terms			

Number of lives to be insured under this application

Policy Ownership Single Life Joint Life*

* Please note that if this policy is jointly owned, BOTH policy owners must sign where the policy owner's signature is requested.

Reasons for Insurance

LIFE TO BE INSURED NO.1	<input type="checkbox"/> Family/Personal Protection	<input type="checkbox"/> Loan Protection	<input type="checkbox"/> Keyperson
	<input type="checkbox"/> Share Purchase/Partnership	<input type="checkbox"/> Disability Protection	
LIFE TO BE INSURED NO.2	<input type="checkbox"/> Family/Personal Protection	<input type="checkbox"/> Loan Protection	<input type="checkbox"/> Keyperson
	<input type="checkbox"/> Share Purchase/Partnership	<input type="checkbox"/> Disability Protection	

2. POLICY OWNER DETAILS (ONLY COMPLETE IF DIFFERENT FROM THE LIFE TO BE INSURED IN SECTION 3.)

(A) POLICY OWNER 1	Title	<input type="text"/>	Surname	<input type="text"/>
	Given Names	<input type="text"/>		
POLICY OWNER 2 (IF APPLICABLE)	Title	<input type="text"/>	Surname	<input type="text"/>
	Given Names	<input type="text"/>		
OR	Company Name (please advise ABN)	<input type="text"/>		
POSTAL ADDRESS OF POLICY OWNER FOR NOTICES	Street Address / PO Box	<input type="text"/>		
	Suburb	<input type="text"/>	State	<input type="text"/>
			Postcode	<input type="text"/>
PHONE NO.	Home	<input type="text"/>		
	Business	<input type="text"/>		
	Mobile	<input type="text"/>		
	Email	<input type="text"/>		
	Contact Name if the policy owner is a company	<input type="text"/>		

(B) If applying for the Life Protection Plan as superannuation, please tick one of the following fund options:

- Trustee of the TOWER Superannuation Fund
- The Trustee of a superannuation fund other than the TOWER Superannuation Fund (please specify)

Trustee Details:

Superannuation Fund:

3. LIFE INSURED DETAILS

Life to be insured No. 1

PERSONAL DETAILS Title Surname

Given Names

Previous Surname

Gender Male Female Date of Birth / /

Marital Status Married Single Defacto

Has the life to be insured smoked tobacco or other substances in the last 12 months? No Yes

ADDRESS Unit No. Street No. Street Name

Suburb State Postcode

If life to be insured is also the policy owner, please provide address for notices (if different to the address above)

ADDRESS Street Address / PO Box

Suburb State Postcode

Your relationship to policy owner Self Spouse/Partner Business Partner Employee

Member of the Superannuation Fund Other

Life to be insured No. 2 (if applicable) Please note that a separate Personal Statement will be required (Form T3034)

PERSONAL DETAILS Title Surname

Given Names

Previous Surname

Gender Male Female Date of Birth / /

Marital Status Married Single Defacto

Has the life to be insured smoked tobacco or other substances in the last 12 months? No Yes

ADDRESS Unit No. Street No. Street Name

Suburb State Postcode

If life to be insured is also the policy owner, please provide address for notices (if different to the address above)

ADDRESS Street Address / PO Box

Suburb State Postcode

Your relationship to policy owner Self Spouse/Partner Business Partner Employee

Member of the Superannuation Fund Other

Where there are more than 2 lives to be insured under this policy please list details of other lives and complete a further Application Form:

First Name	Surname	Submitted with this Application	Barcode No. of Application
		<input type="checkbox"/> No <input type="checkbox"/> Yes	
		<input type="checkbox"/> No <input type="checkbox"/> Yes	
		<input type="checkbox"/> No <input type="checkbox"/> Yes	

PERSONAL STATEMENT - LIFE TO BE INSURED NO. 1 (THIS SECTION MUST BE COMPLETED BY THE LIFE TO BE INSURED)

CONTACT DETAILS

Home Phone () Business Phone () ext:
 Mobile Email

TELEPHONE UNDERWRITING

At times there are aspects of the Application Form that we may need to clarify with you, and a TOWER underwriter may contact you in connection with the answers you have provided on this form. If you do NOT agree to being contacted directly by a TOWER underwriter, please tick this box.

Please advise a convenient time and place to phone.

Most convenient place to call Home Business Monday to Friday 9:00 am to 5:00 pm OR
From am to pm Monday Tuesday Wednesday Thursday Friday

1. RESIDENCE

Are you an Australian or New Zealand Citizen or do you have an Australian Permanent Resident's Visa? No Complete the following Yes **Go to 2**
How long have you lived in Australia? Years Months
Will you be applying for Permanent Residency? No Yes
If 'Yes', please state proposed date. If 'No', please clarify your plans to stay in Australia (including duration and purpose of stay).
Visa Type Expiry Date / /
Country of Birth Nationality

2. TRAVEL PLANS

Do you have any plans to travel overseas in the immediate future (ie. next 2 years), or are you required to travel on a regular basis for business? No **Go to 3** Yes Complete the following
Reasons for Trip Holiday Business Study Other (specify)

COUNTRY					
DURATION OF STAY					
FREQUENCY					

Dates of next Trip Date Leaving / / Date Returning / /

3. INSURANCE DECLINED OR MODIFIED

Has any insurer ever indicated they would not insure you, or would modify your insurance terms in any way? No **Go to 4** Yes Complete the following
 Declined Deferred Loading/Extra Premium Benefits Reduced Term of Plan Limited Exclusion
Give details:

DATE	COMPANY	REASON
/ /		
/ /		

4. CLAIMS

Have you ever claimed or received, or are you currently receiving, benefits from any source? No **Go to 5** Yes Give details below
 Insurance Plan Workers' Compensation Veterans Affairs Social Security (eg: unemployment/disability or sickness)
Other (specify)
Give details:

DATE	COMPANY	REASON	CLAIM FINALISED
/ /			
/ /			

5. OTHER INSURANCE DETAILS

(A) Are you a life insured under any existing insurance with TOWER or any other insurers?

No **Go to B** Yes Give details in table below and include any TPD benefits under Crisis/Trauma and Group/Employer Insurance. Also indicate if the Crisis/Trauma includes a buy-back of Crisis/Trauma Cover.

NAME OF INSURER	TYPE OF PLAN/POLICY (EG. DEATH/TPD/ CRISIS/INCOME COVER)	POLICY OWNER/ PURPOSE (EG. SELF/KEYMAN)	INSURED AMOUNT	TO BE REPLACED BY THIS COVER?
			\$	<input type="checkbox"/> No <input type="checkbox"/> Yes
			\$	<input type="checkbox"/> No <input type="checkbox"/> Yes
			\$	<input type="checkbox"/> No <input type="checkbox"/> Yes

(B) Are you also applying for insurance with any other insurer?

No **Go to 6** Yes Give details in table below

NAME OF INSURER	TYPE OF PLAN/POLICY (EG. DEATH/ TPD/ CRISIS/ INCOME COVER)	INSURED AMOUNT
		\$
		\$

(C) Will that insurance be additional to the TOWER insurance currently being applied for?

No Yes

Important Note: If you have indicated that the cover being applied for with TOWER is to replace existing cover with either TOWER or another Life Office, you must cancel that existing cover. No claim will be paid in respect of the new TOWER policy unless the previous cover has been cancelled. If the previous policy is not cancelled and a claim occurs, any premiums paid to TOWER will be refunded, and no benefit will be paid.

6. OCCUPATION

(A) What is your occupation?

(B) Employment Status

Full-time ie. \geq 30 hrs/week Permanent part-time Casual

(C) What industry do you work in?

(D) Does your occupation involve:

Contact with explosives, acid, corrosives, poisons, or other dangerous substances?

No Yes

Working underground or off shore?

No Yes

Lifting or moving objects or equipment weighing more than 15kgs?

No Yes

Working at heights over 10 metres?

No Yes

Being more than 2 hours from medical care?

No Yes

Any other hazards?

No Yes

If 'Yes' to any of the above, please provide details.

(E) What was your income for the last 12 months?
(after deducting business expenses if self employed)

\$ per year

If you are applying for cover where we will need financial information from your Accountant, do you give us permission to contact your Accountant to clarify any particular issues?

No Yes

Accountant's Name

Phone Number

(F) Do you have any definite plans to change your occupation, activities or employment status (ie employed to self-employed to employed) or to take extended leave (eg parental or study leave) in the immediate future?

No **Go to 7**

Yes Give details:

DATE	DETAILS
/ /	
/ /	

IF YOU ARE APPLYING FOR TPD PLEASE COMPLETE SECTIONS 7 & 8.
 IF YOU ARE APPLYING FOR INCOME PROTECTION PLEASE COMPLETE SECTIONS 7, 8 & 9.
 IF YOU ARE APPLYING FOR BUSINESS EXPENSES COVER PLEASE COMPLETE SECTIONS 7, 8, 9 & 10.

7. EMPLOYMENT DETAILS

(A) Name of your employer

(B) Address of your employer

(C) How long have you been in your current occupation? Years Months

(D) Are you self employed? (this means shareholder or employee of own company, sole trader or partner)

No **Go to 8** Yes, give details:

i) How long? Years Months % of business you own

ii) Name of your business/company

iii) How many employees do you have? (excluding yourself)

iv) Business Address

v) Do you work at home?

No **Go to 8**

Yes Give details of the home/office setup (**Adviser Note:** refer to Adviser Manual for information required)

8. CAREER DETAILS

(A) What are the main duties of your occupation?

DUTIES (EG. OFFICE WORK, SALES, SUPERVISION, MANUAL)	% OF TIME
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
	100%

(B) In what location do you perform your duties?

LOCATION (EG. OFFICE, ON-SITE, AT HOME)	% OF TIME
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
	100%

(C) Do you hold any professional/trade qualifications?

No

Yes Give details: Type Institution where obtained

(D) How many weeks per year and hours/days per week do you work in your main occupation? hours per week days per week weeks per year

(E) Has your main occupation, employer or employment status changed in the last 3 years?

No **Go to F** Yes Give details in table below:

PREVIOUS OCCUPATION	EMPLOYER	EMPLOYMENT STATUS (I.E. UNEMPLOYED, EMPLOYED, EMPLOYED BY OWN COMPANY, SELF EMPLOYED, PARTNERSHIP)	Date From	Date To
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

(F) Do you have any other occupation?

No **Go to 9** Yes Complete the following:

i) Type of occupation ii) Name of your employer

iii) How many hours per week do you work in this other occupation?

iv) How long have you been doing this other occupation? Years Months

v) What is your monthly income from this other occupation? \$

NOTE: DO NOT INCLUDE THIS INCOME IN SECTION 9

9. INCOME DETAILS (PLEASE COMPLETE SECTIONS (A) AND (B))

(A) If you were to become disabled, would any part of your income continue?

No **Go to B** Yes If yes, advise the amount of income that would continue, for how long, and also the source. (e.g. sick pay, pension, group salary continuance, company profits, trail commission, investment etc) then **go to (B)**.

i) Source			
ii) Amount			
iii) Duration			

BANKRUPTCY

(B) Have you been declared bankrupt, placed into receivership or liquidation within the last 5 years?

No Yes Give details: i) When? ii) Date of discharge. / /

(C) For self-employed persons (i.e. shareholder or employee of own company, sole trader or partner)

As an alternative to completing (C), you may attach the last 2 years Profit & Loss accounts.

Adviser Note: for large sums insured, other requirements will be necessary. Please refer to Adviser Manual.

	LAST YEAR TAX	PREVIOUS TAX YEAR
Gross Income (your share of Gross Income) before business expenses or tax	\$	\$
Less Business Expenses (your share)	- \$	- \$
Net Income before tax (after deducting expenses)	= \$	= \$
Please also provide the following income details as per your Profit & Loss accounts:		
i) Your share of the net income/(loss) above	\$	\$
ii) Your Wage or Salary	\$	\$
iii) Your Director's Fees	\$	\$
iv) Your superannuation contribution	\$	\$
TOTAL (I + II + III + IV)	\$	\$

(D) For employed persons (i.e. no ownership interest in the business in which you are employed)

	CURRENT INCOME	PREVIOUS TAX YEAR
Gross annual salary (include all salary packaged items)	\$	\$
Plus bonuses and/or commissions	+ \$	+ \$
Total income	= \$	= \$

(E) For Income Protection Benefits over \$20, 000 per month (total cover)

Important Note: Top-up income protection where the total benefit exceeds \$20,000 per month is only available where the existing cover is insured with TOWER.

Do you have either an ownership interest in or control over assets (directly or indirectly including those held in your spouse's name, in trusts or other entities owned by trusts or any other entity that you have control over) where:

(i) the net assets (excluding the personal residence/family home) exceed \$5.0 million?

No Yes

(ii) the investment or unearned income exceeds \$250,000 per annum?

No Yes

10. BUSINESS EXPENSES (PLEASE ONLY COMPLETE IF APPLYING FOR BUSINESS EXPENSE COVER)

If you want to insure for more than \$10,000 per month business expense cover for AAA, AA+ or AA occupation classes, or \$4,000 per month for A or BBB occupation classes, ALWAYS complete the Business Expenses Questionnaire below. For smaller amounts, use the questionnaire to assist you if you are not sure which expenses to include.

Important Note: Only include business overheads (expenses) not included as your earnings for which you are personally responsible and
 • which are paid using business income generated by your own activity; and
 • which will still have to be paid if you are not at work.

(A) BUSINESS	\$ PER MONTH
Premises rent	\$
Rates and property taxes	\$
Loan interest repayments including business property (NOT repayment of principal)	\$
Electricity/water/gas/heating	\$
Fire & general insurance premiums	\$
Cleaning	\$
Telephone (exclude calls which won't be made while you are not at work)	\$
Lease of equipment/vehicles	\$
Dues/membership fees to professional and industry bodies	\$
Accounting fees	\$
Salaries and other costs (e.g. superannuation) for staff (Refer to schedule (F) below)	\$
Locum Fees (if applicable)	\$

(B) Other fixed expenses of non-business income generating activities, i.e. costs 'just to open the doors'. Do NOT include expenses which will stop if you are not working, or will continue because of other people's income generating activities eg buying stock for resale, one-off expenses, petrol, stationery.

DESCRIPTION OF EXPENSES	\$ PER MONTH
	\$
	\$
	\$
	\$
	\$
	\$

(C) Total business overheads. All of (A) plus all of (B) \$ _____ per year

(D) What is your % share of these overheads (usually your % share of the business)? _____

(E) Describe what would happen to the business if you became disabled. **Note:** Where Locum Fees are included in Part A as an eligible Business Expense, you will need to take this into account when answering this question.

(F) Schedule of all employees and/or partners

NAME OF EMPLOYEE OR PARTNER	% OF INCOME GENERATED	OCCUPATION	DUTIES	ANNUAL SALARY	% INTEREST IN THE BUSINESS (IF ANY)

11. SMOKING

Have you smoked any substance(s) in the last 12 months? No **Go to 12**

Yes Give details

Substances smoked Cigarettes Cigars Pipe Other (specify)

Number/Amount For years

Status Still smoking Stopped smoking on (specify date) / /

12. DRINKING

(A) Do you drink alcohol? No **Go to 13**
 Yes Give details below and **go to 13**

Number of standard drinks* Per Day Per Week Per Month

*A standard drink = 1 nip spirits, 1 wine glass of wine, glass of port/sherry, 10oz/285ml glass of beer

13. HAZARDOUS OR SPORTING ACTIVITIES (PLEASE COMPLETE SECTIONS (A) AND (B))

Do you currently engage in or do you have any intention of engaging in:

(A) Aviation other than as a fare paying passenger on a recognised airline:

No **Go to B** Yes Complete the following

1. Please state type of licence and date issued: Type Date Issued / /

2. Purpose for Flying: Private Agricultural Aerobatics Charter Other

If private or other, please give details:

3. What type of aircraft do you fly?

4. Please indicate the number of hours flown:

Last 12 months: Crew hrs Passenger hrs

Future Annual Average: Crew hrs Passenger hrs

5. Total number of hours you have flown as a pilot: hrs

6. Do you intend to change your present licence? No Yes Give details

(B) Any other hazardous activity or sport:

No **Go to 16** Yes Complete the following

Diving* Hang Gliding Ballooning Bungy Jumping
 Football (any code) Paragliding Parachuting Horse Riding
 Boxing Abseiling Whitewater Rafting Mountain/Rock Climbing
 Martial Arts Caving Motor Sports (on land or water)* Other Please specify:

* Please complete the questionnaire on the following page. If any of the other above boxes have been ticked please provide details as follows:

Specific activity?		
How long have you been doing this?		
Qualifications?		
Professional or amateur?		
How often do you do this?		
Geographic location?		

14. DIVING QUESTIONNAIRE

1. Do you hold a current diving certificate? No Yes Qualifications

2. Status Amateur Professional

3. Type of diving Scuba Surface Demand eg. Hooka Saturation or Clearance
 Other, (specify)

4. Location: Deep Sea Close to Shore Inland Water Caves
 Potholes Dams Wrecks

5. How many years have you been diving?

6. Maximum No. of dives per day

7. Average number of dives per year

8. Average depth attained metres

9. Do you dive below 30 metres? No Yes

10. Please provide details of any diving accidents

15. MOTOR SPORTS QUESTIONNAIRE

1. Status Amateur Professional

2. Location of Events

3. Type of vehicle

4. Engine Size

5. Type of events

6. Maximum speeds attained

7. Number of vehicles engaged in each event

8. Competition Licence Type

9. Issuing Body (eg. CAMS)

10. Years Held

11. Number of events entered in last 12 months

12. Number of events you anticipate entering in the coming 12 months

13. Do you intend to change the scope of your present activities? No Yes If 'Yes' please provide details

14. Have you ever had a motor sport accident, or has your competition licence ever been suspended? No Yes If 'Yes' please provide details

16. GENERAL FAMILY HISTORY

Has any of your immediate family had any of the following: diabetes, heart problem, stroke, high cholesterol, haemochromatosis, familial polyposis, cancer (breast, cervical, ovarian, colon or other), cystic fibrosis, depression or other mental disorder, polycystic kidney disease, or Huntington's chorea?

No **Go to 17** Yes Complete the table below

RELATIONSHIP	AGE AT DIAGNOSIS	AGE NOW IF ALIVE	AGE AT DEATH	LIST ALL CONDITIONS AND CAUSE OF DEATH IF APPLICABLE (IF CANCER GIVE TYPE AND SITE IF KNOWN)
MOTHER				
FATHER				
BROTHER(S)				
SISTER(S)				

17. DOCTOR INFORMATION

(A) Name of your current doctor

Address of your current doctor

Suburb State Postcode

Phone number ()

How long have you been a patient of this doctor? Years Months

Date, reason and result of last consultation.

(B) If you have been a patient of this doctor for **less than 2 years** or consult more than one doctor, please provide the name and address of your previous or concurrent doctor.

Name

Address

Suburb State Postcode

Phone number ()

How long were you, or have you been, a patient of this doctor? Years Months

Date, reason and result of last consultation.

18. HEALTH DETAILS

If a medical examination is required, only complete the AIDS questions (H), (I) and (J).

(A) What is your height? cm ft/ins (B) What is your weight? kg st/lbs

(C) Have you EVER had or received medical advice or treatment for any of the following? If 'Yes', please complete details within the Additional Medical Statement on page 13. If Back/Neck or Asthma/Bronchitis, also complete the questionnaire(s) on pages 14 and/or 15.	NO	YES
1. High blood pressure, raised cholesterol, stroke or circulatory disorder?	<input type="checkbox"/>	<input type="checkbox"/>
2. Chest pain, shortness of breath, palpitations, any heart complaint or rheumatic fever?	<input type="checkbox"/>	<input type="checkbox"/>
3. Asthma, bronchitis or other lung complaint, or sleep apnoea?	<input type="checkbox"/>	<input type="checkbox"/>
4. Diabetes?	<input type="checkbox"/>	<input type="checkbox"/>
5. Indigestion, hernia, gastric or duodenal ulcer, colitis or any other intestinal disorder?	<input type="checkbox"/>	<input type="checkbox"/>
6. Hepatitis or any other liver or gall bladder disease?	<input type="checkbox"/>	<input type="checkbox"/>
7. Back, neck or knee complaint or any disorder of the joints, bones or muscles (eg gout, arthritis)?	<input type="checkbox"/>	<input type="checkbox"/>
8. Kidney or bladder disease, renal colic, stones or blood in the urine?	<input type="checkbox"/>	<input type="checkbox"/>
9. Depression, anxiety, stress, mental or nervous condition or chronic fatigue?	<input type="checkbox"/>	<input type="checkbox"/>
10. Any congenital or neurological abnormality?	<input type="checkbox"/>	<input type="checkbox"/>
11. Cancer, tumour, melanoma, sunspots, mole or growth of any kind?	<input type="checkbox"/>	<input type="checkbox"/>
12. Eczema, dermatitis, psoriasis or any other skin condition?	<input type="checkbox"/>	<input type="checkbox"/>
13. Tinnitus, hearing loss or any defect in hearing, sight or speech?	<input type="checkbox"/>	<input type="checkbox"/>
14. Anaemia, leukaemia, haemophilia or any other blood disorder?	<input type="checkbox"/>	<input type="checkbox"/>
15. Thyroid or prostate disorder or any disorder of the reproductive organs?	<input type="checkbox"/>	<input type="checkbox"/>
16. Sexually transmitted disease?	<input type="checkbox"/>	<input type="checkbox"/>
17. Persistent diarrhoea, unexplained weight loss, enlarged lymph glands, recurrent fever or night sweats?	<input type="checkbox"/>	<input type="checkbox"/>
18. Epilepsy, fits of any kind, recurrent headaches, dizzy spells or fainting attacks?	<input type="checkbox"/>	<input type="checkbox"/>
19. Other physical impairment, deformity or symptoms of ill health, illness or injury?	<input type="checkbox"/>	<input type="checkbox"/>
(D) During the LAST THREE YEARS have you, other than advised above:	NO	YES
1. Consulted, been examined or treated by, or received advice from any doctor, psychologist, psychiatrist, counsellors, chiropractor, physiotherapist or any other health care professional (naturopath, etc) or been in a hospital or been advised to have an operation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Either occasionally or regularly taken any drugs, stimulants, sedatives, tranquillisers, medications by mouth, by inhalation or by injection?	<input type="checkbox"/>	<input type="checkbox"/>
(E) Have you EVER had an ECG, X-ray, transfusion, mammogram, surgery or any other investigation (including a genetic test)?	<input type="checkbox"/>	<input type="checkbox"/>
(F) Have you EVER had any blood tests which revealed an abnormality eg. raised blood sugar, liver function or renal function results, or anaemia etc?	<input type="checkbox"/>	<input type="checkbox"/>
(G) Do you contemplate seeking any medical examination, advice, treatment or surgery, in the future?	<input type="checkbox"/>	<input type="checkbox"/>

If questions C, D, E, F or G answered 'Yes', please complete details in the Additional Medical Statement on page 13.

AIDS QUESTIONS	NO	YES
(H) Have you EVER been infected by the virus which causes AIDS (the Human Immunodeficiency Virus), had an AIDS related condition or are you carrying antibodies for that virus?	<input type="checkbox"/>	<input type="checkbox"/>
(I) Have you EVER sought or are you expecting to receive treatment for AIDS or an AIDS related condition or have you ever had a positive test for HIV?	<input type="checkbox"/>	<input type="checkbox"/>
(J) Have you EVER shared a needle or syringe for the injection of any drug, engaged in anal activity or worked as or engaged in sexual activity with a prostitute or someone you know or suspect to be HIV positive?	<input type="checkbox"/>	<input type="checkbox"/>

If questions H, I or J answered 'Yes', we will send you a separate questionnaire.

FEMALES ONLY		NO	YES
(K) Have you ever had any gynaecological conditions (eg endometriosis, abnormal pap smear, etc.)?		<input type="checkbox"/>	<input type="checkbox"/>
(L) Have you ever had any complications of pregnancy or childbirth?		<input type="checkbox"/>	<input type="checkbox"/>
(M) Are you currently pregnant? If 'Yes', what is expected delivery date?	/ /	<input type="checkbox"/>	<input type="checkbox"/>
(N) Have you ever had a breast lump (even if you have not seen a doctor about it)?		<input type="checkbox"/>	<input type="checkbox"/>

If questions K, L, M or N answered 'Yes', please complete details in the following Additional Medical Statement.

19. ADDITIONAL MEDICAL STATEMENT

(A) QUESTION NO	Q	Q	Q
(B) What was the condition and which part of the body was affected?			
(C) Date symptoms first started and description of symptoms?			
(D) What was the medical diagnosis including results of x-rays and investigations?			
(E) What was the frequency (daily, weekly, etc) of attacks or symptoms?			
(F) What was the severity (mild/moderate/severe) and duration of attacks or symptoms?			
(G) How long were you unable to work or perform your normal duties/activities?			
(H) If a hospital visit was required, please provide date and duration of your stay.			
(I) What advice/treatment did you receive?			
(J) Are you still receiving treatment? If so, please advise nature and frequency of treatment.			
(K) When did you last suffer from any symptoms?			
(L) Degree of recovery (%)			
(M) Please supply the name and address of all doctors or hospitals consulted for this specific condition.			
(N) Does your current GP have records for this condition?			

20. BACK/NECK DISORDER QUESTIONNAIRE

(A) Which area(s) of your back were affected?

- Lower back Middle/upper back Neck The whole back

(B) Which of these symptoms did you experience?

- Pain in the leg Numbness/pins and needles Pain in the arm Stiffness/restriction of movement

(C) When did you first experience these symptoms and how long did they last?

Commenced Lasted

(D) What was the cause of these symptoms?

(E) Have you had an X-ray, CT Scan, MRI or any other investigation? No Yes If 'Yes', please advise type, date and result

(F) Which of these treatments were recommended/undertaken?

- Rest Exercise Program Physiotherapy Surgery Chiropractic Tablets

Other

(G) Have you experienced any recurrence of the symptoms? No Yes

If 'Yes', date recurred and how long they lasted:

(H) Have you continued to consult a health professional (doctor, physiotherapist, chiropractor, etc) for your back/neck? No Yes

(I) Are you restricted in any way from pursuing your usual activities (eg avoid lifting, manual work, gardening, etc)? No Yes

If 'Yes', provide details:

(J) Due to your symptoms were you:

Unable to work No Yes

On restricted/light duties No Yes

If 'Yes', provide details, including dates and durations of these:

(K) Are you still experiencing any symptoms? No Yes

If 'No', when did they cease?

(L) Have you claimed any compensation or insurance benefits in regard to this disorder/s? No Yes

Type of claim

(eg worker's comp., insurance policy, etc)

With whom lodged

(eg employer, insurance company, etc)

Status

- Settled On-going - Awaiting finalisation

(M) Please advise the name and address of ALL health professionals (doctors, physiotherapists, chiropractors, etc) consulted and the date of the last visit to each.

21. ASTHMA/BRONCHITIS QUESTIONNAIRE

(A) When did you first experience the symptoms of wheezing, chest tightness, breathlessness or cough?

(B) What is the frequency of the symptoms? (eg daily, 2 x per week, etc)?

(C) Has the severity of the symptoms changed?

No - remained constant Yes

If 'Yes' did it:

Increase OR Decrease

(D) When did you last experience any symptoms?

(E) What treatment do you use and how often?

Name (eg ventolin, becotide, etc)

Type (eg inhaler/aerosol, nebuliser, etc)

Frequency (eg daily, 2 x per week, etc)

(F) During the last 5 years has your treatment included steroids (eg prednisone, cortisone, prednisolone) or any other similar treatment?

No Yes

If 'Yes', please advise the name of the treatment and when used

(G) During the last 5 years have you required emergency treatment or admission to a hospital because of your symptoms?

No Yes

If 'Yes', please advise the name of hospital and attendance date(s)

(H) Do you measure your peak flow?

No Yes

If 'Yes', please advise for last 12 months

Highest

Recorded on

Lowest

Recorded on

(I) When did you last consult a doctor for your condition?

(J) Are your usual activities limited in any way by this condition?

No Yes If 'Yes', details

(K) During the last 5 years have you ever missed work or school because of your symptoms?

No Yes If 'Yes', number of days and year

(L) Please advise the name and address of ALL doctors consulted for this condition in the past 5 years and the date of the last visit to each:

23. CHILD'S QUESTIONNAIRE

This should be completed if the Child's Crisis Option is required

CHILD 1 First Names Surname
 Date of Birth / / Place of Birth Sex
 Relationship to life to be insured

CHILD 2 First Names Surname
 Date of Birth / / Place of Birth Sex
 Relationship to life to be insured

(A) Has this child ever had:	CHILD1		CHILD2	
	NO	YES	NO	YES
1. High blood pressure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Rheumatic fever or any heart complaint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Asthma, tuberculosis or any other lung disease?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cancer, cyst, or tumour of any kind?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Diabetes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Indigestion, gastric or duodenal ulcer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Epilepsy, fainting attacks or fits of any kind?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. A physical defect, impaired sight or hearing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Anaemia, leukaemia, haemophilia or any other blood disorder?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Kidney, bowel, liver or gall bladder problems, including hepatitis, of any kind?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(B) Has this child:				
1. Ever been advised to have an operation or surgery in the future?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Suffered from AIDS or an AIDS related disease or condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Been injected with, or used any drug not prescribed by a medical practitioner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Received a blood transfusion or treatment with human blood products?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(C) Has the child's mother, father or any brother or sister suffered from diabetes, heart disease, cancer, stroke, mental disorder or breakdown, kidney disorder, Huntington's chorea or any hereditary disease?				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For any 'Yes' answer above, please advise name of condition, dates of treatment, name and address of doctors or hospitals.

CHILD 1

CHILD 2

24. CHILD'S CRISIS OPTION DECLARATION

This should be completed if the Child's Crisis Option is required.

I/We have read the Duty of Disclosure and declare that the information in the Application Form concerning the child/children to be insured is true to the best of my/our knowledge and belief. I/We consent to the information provided being used for the insurance purpose described.

Signature (Policy owner) Date / / Parent Guardian

* Please note that if this policy is jointly owned, BOTH policy owners must sign.

25. PRIVACY

Personal information is collected from or in respect of you to enable TOWER to provide or arrange for the provision of the product or service requested. Further personal information may be requested from you at a later time, such as if you want to make alterations to the policy or at claim time. If you do not supply the required information, we may not be able to provide the product or service requested or pay the claim.

In processing and administering your insurance (including at the time of claim) we may disclose your personal information (excluding health information) to a number of parties or such organisations to whom we outsource our mailing and information technology, the Insurance Reference Service, Government regulatory bodies, and other companies within the TOWER group and accountants (if applicable).

We may also disclose your personal information (including health information) to other bodies such as the reinsurers, your adviser, health professionals, investigators, the administrator, lawyers, the trustee of any superannuation fund through which the policy is effected, external complaints resolution bodies and as required by law.

By signing the Application Form you are agreeing to our collection, use and disclosure of your personal information.

We would also like to provide you with information about other products and services that we or other companies within the TOWER group offer. To do so we need to disclose personal information (excluding health information) to companies within the TOWER group, authorised TOWER advisers or financial planners and the distributors and suppliers who are commissioned by us to perform certain tasks such as market research.

If you do not want to be informed of other products or services, please notify our Customer Service Centre on 1800 226 364.

You may also be entitled to gain access to personal information we may have on file in respect of you. If you wish to obtain access please make your request to our Customer Service Centre on 1800 226 364.

26. POLICY DECLARATION — PLEASE COMPLETE IN ALL INSTANCES

- I/We have received a copy of and read and understood the Product Disclosure Statement dated 30 April 2008, and relevant Supplementary PDS (SPDS) which accompany this Application Form relating to the insurance for which I/We am/are applying and my/our decision to apply for this insurance is based on my/our understanding of the content of the PDS and relevant SPDS;
- I/We have read all questions contained in the Application Form and all other forms, including questionnaires submitted to TOWER in relation to this Application, including but not limited to any quotation form submitted with or attached to this Application Form and to the best of my/our knowledge the answers and other information provided to TOWER are true, correct and complete;
- I/We have made no statement to the financial adviser or any other person connected with the financial adviser which in any way alters, qualifies or modifies the answers given in the Application Form and other documents relevant to this Application;
- If I/We have not completed the answers to these questions myself/ourselves, I/We have checked its contents to ensure they are true, correct and complete;
- In relation to any tax returns submitted in support of this Application I/We confirm that these are the tax returns submitted to the Australian Tax Office and no subsequent adjustments have been made or are expected;
- I/We have read and understood the Duty of Disclosure and have not knowingly withheld any information which might affect my/our eligibility for this insurance;
- I/We understand the consequences of non - disclosure;
- I/We understand that the Duty of Disclosure also applies to Interim Cover;
- If TOWER fails to issue a notice of acceptance for the Plans applied for in the Application Form within 90 days of the date shown below, the Application shall be deemed to be declined;
- If circumstances alter after completing the Application Form and before a policy has been issued I/we will advise TOWER immediately;
- I/We have read and understand the Privacy Section in this document which sets out important details of how TOWER may use my/our information; and
- I/We understand that by signing this form, I/We consent to TOWER's collection, use and disclosure of my/our personal information.

Signature of life to be insured Date / /

Signature of Policy owner 1 Date / /

Signature of Policy owner 2 Date / /

* Please note that if this policy is jointly owned, BOTH policy owners must sign.

27. NOMINATED BENEFICIARIES — NON-SUPERANNUATION (OPTIONAL)

Section 48A of the Insurance Contracts Act 1984 allows you to nominate a person to receive benefits under this policy. The following restrictions apply to such a nomination under this policy:

- you may only nominate up to five beneficiaries to receive the benefit payable as a result of a death claim (but not Terminal Illness claim) on the Life Protection Plan;
- you must be both the only policy owner and the only life insured in order to make a valid nomination;
- you may change a nominated beneficiary or revoke a previous nomination at any time prior to a claim event, but the change does not take effect until TOWER receives the new nomination form;
- payment of Death Benefits will be made on the basis of the latest nomination received, unless it has been revoked;
- if a nominated beneficiary predeceases you, the portion of the Death Benefit nominated in respect of that beneficiary will be paid to your personal representative;
- your nomination will be automatically revoked on the assignment (transfer) of the policy; and
- a nominated beneficiary has no rights under the policy, other than to receive the Death Benefit after the claim has been admitted by TOWER. He or she cannot authorise or initiate any policy transaction.

NAME OF BENEFICIARY	ADDRESS	DATE OF BIRTH	RELATIONSHIP TO POLICY OWNER	% OF DEATH BENEFIT
		/ /		
		/ /		
		/ /		
		/ /		
		/ /		

28. THIRD PARTY OWNERSHIP DECLARATION

THIS MUST BE COMPLETED IF THE INCOME PROTECTION PLAN OR THE BUSINESS EXPENSE PLAN ARE TO HAVE A POLICY OWNER OTHER THAN THE LIFE INSURED.

I request that the following special provision should apply to my policy:

"If a claim becomes payable under the Income Protection Plan or the Business Expense Plan, I (the policy owner) request that the payment be made to the life insured on my behalf."

Signature of life to be insured

Date

Signature of Policy owner

Date

29. AUTHORITY TO DISCLOSE INFORMATION TO FINANCIAL ADVISER

In the event that TOWER determines not to accept my application at standard rates, I hereby authorise TOWER to inform my financial adviser of the reasons for that decision, including disclosing personal medical information and "sensitive information" (as defined in the Privacy Act). I understand that TOWER will not provide copies of medical or other reports to my financial adviser without first obtaining my specific consent.

No Yes

I understand that TOWER may accept information by telephone, facsimile or e-mail from me and that TOWER will rely on any such information in deciding whether or not to accept my application. I also understand that TOWER may accept information by telephone, facsimile or e-mail from me or my financial adviser in relation to matters of administration once this application has been accepted by TOWER. I hereby appoint my financial adviser as my agent for the purpose of providing any such information to TOWER by telephone, facsimile or e-mail. Matters of administration will include such examples as notifying a change of address or altering the frequency payment.

No Yes

Signature of life to be insured

Date

30. MEDICAL EVIDENCE AUTHORITY (TO BE COMPLETED IN ALL INSTANCES)

Barcode No.

Name

Date of Birth

Dear Doctor,

I have applied to TOWER Australia Limited (TOWER) for insurance and a medical report from your practice is required. Until this report is received by TOWER my application for insurance cannot proceed. I have agreed that any Medical Practitioner or any other person who has been or may be consulted by me at any time in the future whether named by me or not shall be and is hereby authorised and directed by me to divulge to TOWER, any legal tribunal or any third party engaged by TOWER all medical or surgical information acquired with regard to myself. A photocopy or facsimile of this authority shall be considered as valid as the original. I would be grateful if you could attend to this matter as soon as possible.

Signature of life to be insured

Date



TOWER Australia Limited
ABN 70 050 109 450
AFSL Number 237848
TOWER Australian Superannuation Limited
AFSL Number 237851
RSE Lic. Number L0000642
PO Box 142, Milsons Point NSW 1565
80 Alfred Street, Milsons Point NSW 2061
Telephone 02 9448 9000
Facsimile 02 9448 9100

31. BENEFIT INFORMATION

ATTACH QUOTE TO THIS PAGE

Tick this box to confirm that a copy of the full TOWER Protection Policy 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.

32. METHOD OF PAYMENT (PLEASE TICK THE APPROPRIATE BOX FOR INITIAL AND ON-GOING)

METHOD	DDR	C/CARD	CHEQUE	BPAY
INITIAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ON-GOING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> *	<input type="checkbox"/> *

* NOT APPLICABLE FOR MONTHLY.

33. DIRECT DEBIT PAYMENT AUTHORITY BY CREDIT CARD

Cardholder's Name

I hereby authorise TOWER to regularly charge my: (tick one) Visa Mastercard

Card Number Expiry Date / /

Cardholder's Signature Date / /

34. DIRECT DEBIT REQUEST

Important Notes: By filling out this form, you will be deemed to have agreed to the terms and conditions appearing in the PDS. This form and those terms and conditions will be deemed to be the Direct Request Service Agreement between you and TOWER Australia Limited ("TOWER") for the purposes of the Direct Debit System. Please fill out this form in capital letters using a black pen.

PERSONAL DETAILS Surname

Given Names

ADDRESS Street Address / PO Box

Suburb State Postcode

YOUR ACCOUNT DETAILS Name of Bank

Branch

BSB Number Account Number

Account Name

Note: Direct debit may not be available with all banks. If in doubt, refer to your bank.

AUTHORISATION

I/We request and authorise TOWER Australia Limited ABN 70 050 109 450 (Direct Debit System User Identification Number 245397), until further notice in writing from me/us, to instruct the Bank to debit my/our account (details of which appear above), with all amounts payable by me/us periodically under the policy/policies issued by TOWER on the day on which each payment is due through the Direct Debit System. I/We understand and acknowledge the terms and conditions included in this brochure relating to the Direct Debit System, and agree that this Direct Debit Request and those terms and conditions will be deemed to be the Direct Debit Request Service Agreement between me/us and TOWER for the purposes of the Direct Debit Systems. I/We also understand and acknowledge that TOWER may, in its absolute discretion, by notice in writing to me/us of no less than 14 calendar days terminate this Direct Debit Request as to future debits or vary the amount of frequency of future debits.

Your Signature Date / /

Additional Signature (if required) Date / /

PLEASE NOTE: DEDUCTIONS ARE MADE ON OR AROUND THE 15TH OF THE MONTH.

Please ensure that if there is more than one signatory to the account that each signs this authority and/or that if a company account, that signature is of an authorised signatory.

TOWER Australian Superannuation Limited
ABN 69 003 059 407 AFSL Number 237851
80 Alfred Street Milsons Point NSW 2061

THIS SHOULD ONLY BE COMPLETED WHERE THE POLICY IS TO BE OWNED BY THE TRUSTEE OF THE TOWER SUPERANNUATION FUND

1. PERSONAL DETAILS

PERSONAL DETAILS Surname

Given Names

ADDRESS RESIDENTIAL

Unit No. Street No. Street Name

Suburb State Postcode

OR

ADDRESS BUSINESS

Unit No. Street No. Street Name

Suburb State Postcode

TAX FILE NUMBER

Please read the Tax File Number section on page 79 of the Product Disclosure Statement before completing

2. ELIGIBILITY TO CONTRIBUTE

Please tick any of the following statements that apply:

I am under age 65

The contributions to meet the premiums are employer award or superannuation guarantee contributions

None of the above statements apply to me but I am still eligible to make or receive superannuation contributions for the following reason:

Please see the contribution rules section on page 64 of the Product Disclosure Statement for details

3. CONTRIBUTIONS TO MEET PREMIUMS

Employer Contributions

Personal Contributions: I intend to apply for a tax deduction for the contributions No Yes

Spouse Contributions: Has the spouse in respect of whom the contributions are made ever worked in paid employment (including self-employment)? No Yes

If 'Yes', state period

4. DEATH BENEFIT NOMINATION

SECTION A – SELECT A CATEGORY OF MEMBERSHIP OR A BINDING DEATH BENEFIT NOMINATION

I wish to select the following **CATEGORY OF MEMBERSHIP**

RULES OF CATEGORY – Death Benefits are payable in accordance with the category information. Category rules can be found on page 64 of the Product Disclosure Statement. Payment of benefits is subject to superannuation law.

INSTRUCTIONS: Select **ONE** category only, then state the percentage to be paid as a lump sum to the person noted in the first column; any remaining benefit will be paid as an Allocated Pension to the person noted in the second column. If you do not define a percentage, 100% of your death benefit will be paid as a lump sum to the person defined in the first column. For category 6 you can suggest the percentage you would like paid to any dependant(s) you nominate for consideration by the Trustee in the table opposite.

(Section 4 continued next page)

TICK OPTION	CAT	DEATH BENEFIT PAYABLE AS A LUMP SUM (DEFINE % FOR CATEGORY)*	DEATH BENEFIT PAYABLE AS AN ALLOCATED PENSION (FOR REMAINING BENEFIT)
<input type="checkbox"/>	1	Spouse	Eligible Children ⁺
<input type="checkbox"/>	2	Eligible Children	Spouse
<input type="checkbox"/>	3	Personal representative	Spouse
<input type="checkbox"/>	4	Person with whom you have an Interdependency Relationship	Eligible Children ⁺
<input type="checkbox"/>	5	Personal representative	Person with whom you have an Interdependency Relationship
<input type="checkbox"/>	6	At the Trustee's discretion	

* I would like % of the death benefit to be paid as a lump sum to the person(s) in the first column of my selected category (not applicable for category 6.)

⁺ You can select the age at which you would like any Allocated Pension payable to your eligible children to be commuted to a lump sum. If no age is selected, any Allocated Pension payable to your children will be commuted to a lump sum at age 18.

Age 18 Age 21
Age 25

OR

I wish to make a **BINDING DEATH BENEFIT NOMINATION**

Please note that your binding death benefit nomination remains valid for 3 years and should be reviewed regularly, particularly if circumstances change as in the case of marriage or divorce. If you are making a binding death benefit nomination you must sign this application in the presence of two witnesses, who are at least aged eighteen and who are not nominated as beneficiaries. All signatures should be affixed using the same pen.

SECTION B - BENEFICIARY DETAILS

CATEGORY OF MEMBERSHIP - Please provide details for any person who would currently qualify to receive your benefit in the event of your death under your Category Nomination or whom you would like the Trustee to consider if you have nominated category 6. Please note, providing this information does not mean the Trustee will be able to pay the named person(s) if your circumstances have changed at the time of your death. **BINDING DEATH BENEFIT NOMINATION** – Provide full details for the nominee(s) you wish the Trustee to pay.

NAME OF DEPENDANT	ADDRESS	DATE OF BIRTH	RELATIONSHIP	BENEFIT %*
		/ /		
		/ /		
		/ /		
		/ /		
PERSONAL REPRESENTATIVE				
TOTAL				

* Provide benefit percentage for category 6 or Binding Death Benefit Nomination Only.

5. DECLARATION

Applicant - I wish to apply to become a member of the TOWER Superannuation Fund. If a binding death benefit nomination has been made in Section 4, you must sign this application in the presence of two witnesses.

Signature Date

Witnesses - Signed by the applicant in the presence of both at the same time attested and signed by us as witnesses in the presence of the applicant and each other.

Witness 1 Signature	<input type="text" value="X"/>	Witness 2 Signature	<input type="text" value="X"/>
Date	<input type="text" value="X / /"/>	Date	<input type="text" value="X / /"/>
Witness 1 Name	<input type="text"/>	Witness 2 Name	<input type="text"/>
Witness 1 Date of Birth	<input type="text" value="/ /"/>	Witness 2 Date of Birth	<input type="text" value="/ /"/>
Witness 1 Address	<input type="text"/>	Witness 2 Address	<input type="text"/>
	<input type="text"/>		<input type="text"/>

35. AUTHORISED REPRESENTATIVE DETAILS

PRINCIPAL AUTHORISED REP	TOWER Adviser No./Authorised Rep No.	<input type="text"/>
	Authorised Rep Name	<input type="text"/>
	Dealer Group	<input type="text"/>
	Commission Split (whole nos.)	New Business % <input type="text"/> Servicing % <input type="text"/>
	Business Phone / Mobile Phone	<input type="text"/>
	Email	<input type="text"/>
SHARED AUTHORISED REP	TOWER Adviser No./Authorised Rep No.	<input type="text"/>
	Authorised Rep Name	<input type="text"/>
	Dealer Group	<input type="text"/>
	Commission Split (whole nos.)	New Business % <input type="text"/> Servicing % <input type="text"/>

Note: New business and servicing commission must each total 100%

LIFE INSURED NO. 1 COMMISSION DETAILS

	UPFRONT	HYBRID 1	HYBRID 2	LEVEL	A	B	C	D	E
LPP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TPD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CPP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IPP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BEP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please complete commission details section on stand alone personal statement for any subsequent life insured.

Is a concurrent application being submitted to TOWER for this applicant/life to be insured? No Yes

If required, have you arranged: Medical Exam Blood Tests ECG Fast-Check Other

If arranged, who have these been organised through, and when will they be done?

If this case has already been pre-assessed by TOWER, please provide details including the name of the underwriter involved.

CHECKLIST

- Application fully completed and signed where required
- Initial Deposit Premium attached
- Client contact details completed so they can be contacted if required
- PREMIUM QUOTE ATTACHED**
- Faxscan used - 1800 300 072

Adviser Comments - additional space is available on page 16.

DECLARATION

I am an Authorised Representative of Dealer No.

and am authorised by them to deal and give advice on the type of product submitted.

Authorised Representative Signature Date / /

TOWER Australia Limited

ABN 70 050 109 450

AFSL 237848

80 Alfred Street

Milsons Point NSW 2061

Call 02 9448 9000

Fax 02 9448 9100

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Milsons Point NSW 2061

Call 02 9448 9000

Fax 02 9964 9510

Victoria / Tasmania

Level 2, 437 St. Kilda Road

Melbourne VIC 3004

Call 03 9823 2100

Fax 03 9823 2101

Queensland

Level 2, 21 Quay Street

Brisbane QLD 4000

Call 07 3243 1200

Fax 07 3243 1201

South Australia / Northern Territory

Level 2, 170 Greenhill Road

Parkside SA 5063

Call 08 8113 8300

Fax 08 8113 8315

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45 Ventnor Avenue

West Perth WA 6005

Call 08 9429 8860

Fax 08 9429 8870

