



# Protection*first* range

## Product Disclosure Statement

17 October 2008

To acquire the Aviva Protection*first* products you must complete the application form.



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

The life insurance product is called the Aviva Protection*first* Range and is issued by Norwich Union Life Australia Limited ('NULAL', 'the Insurer', 'our', 'we', or 'us') ABN 34 006 783 295 Australian Financial Services Licence Number ('AFSL number') 241686. The superannuation product is called the Norwich Union Superannuation Trust ('the Trust') ABN 31 919 182 354 and is issued by NULIS Nominees (Australia) Limited ('NULIS' or 'the Trustee') ABN 80 008 515 633 AFSL 236465. Both products are administered by NULAL. If you are a member of the Navigator Personal Retirement Plan Division, insurance policies can also be held through the Navigator Personal Retirement Plan Division ('the Plan') ABN 40 022 701 955. The trustee of the Plan is NULIS and the administrator is Navigator Australia Limited ('NAL') ABN 45 006 302 987 AFSL Number 236466.

One of the conditions of being able to act as a trustee of a public offer superannuation fund, is a requirement to have at least \$5 million in net tangible assets, or to have secured a bank guarantee for that amount. NULIS has secured such a guarantee from Westpac Banking Corporation. This Guarantee is held at the registered office of the Trustee at 509 St Kilda Road, Melbourne Victoria, 3004.

NULAL, NAL and NULIS are subsidiaries of Aviva Australia Holdings Limited ABN 38 095 045 784 ('Aviva Australia group' or 'Aviva Australia') which is ultimately owned by Aviva plc, the world's fifth largest insurance and investment company.

The information in this Product Disclosure Statement ('PDS') is general in nature and does not take into account your personal situation or needs. Before deciding to proceed with an application for insurance, you should consider this PDS and whether it is appropriate for you. This PDS is not a Statement of Advice or a Financial Services Guide. Some of the information contained in this PDS is subject to change from time to time. Where changes are not materially adverse from the point of view of a reasonable person, deciding whether to apply for insurance, the updated information will be made available through our website. A paper copy of any updated information will be provided without charge on request by calling our Client Services Team. This PDS may be made available electronically. The offer or invitation to which this PDS relates, is only available to persons receiving a copy (including an electronic copy) of this PDS within Australia.

# Protection to suit you

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

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

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

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

## Policies providing a lump sum benefit

	Death Benefit	Business Protection Option	Indexation (CPI Linking)	Disability (TPD) Benefit Option	Economiser Option	Future Insurability	Guaranteed Renewable	Interim Cover	Disability Buy Back Option	Accidental Death Benefit	Superannuation Option	Terminal Illness Benefit	Upgrade Guarantee	Waiver of Premium	Critical Illness Benefit	Critical Illness Buy Back Option	Critical Illness Reinstatement Option	Future Insurability Critical Illness	Child Critical Illness Benefit*	Severe Illness Benefit	Funeral Assistance Benefit*	Occupationally Acquired Hepatitis B and C	Activities of Daily Living Benefit	Financial Planning Benefit*	Child Support Benefit
Aviva Protection – Life	B	O	B	OC	B	B	B	B	O	O	B	B	B	O	N	N	N	N	O	N	B	N	O	B	N
Aviva Protection – Recovery Money	B	O	B	OC	B	B	B	B	O	O	N	B	B	O	OS	O	O	B	O	O	B	O	O	B	B
Aviva Protection – Flexible Recovery Money	N	O	B	OC	B	B	B	B	O	N	N	N	B	O	OS	O	O	B	O	O	N	O	O	B	B
Aviva Protection – Stand Alone Recovery Money	BL	O	B	OC	B	B	B	B	N	N	N	N	B	O	OS	N	O	B	O	O	N	O	N	B	B

B = benefit included in basic price

BL = benefit included in basic price limited to \$5,000

O = option at additional cost

OC = option at additional cost, definition changes to Activities of Daily Living definition at the policy anniversary preceding age 65.

OS = option at additional cost, definition changes to Activities of Daily Living definition at the policy anniversary preceding age 70.

N = not available

\*not available for superannuation policies

## Protection to suit you continued

### Policies providing income replacement

	Accident Benefit Option	Automatic CPI Linking Benefit	Critical Conditions Benefit	Death Benefit	Emergency Travel Benefit	Guaranteed Insurability Option	Guaranteed Yearly Renewable	Increasing Claim Benefit	Interim Cover	Nursing Care Benefit	Platinum Benefit	Recurrent Claim Benefit	Scheduled Injury Benefit	Spouse Accommodation Benefit	Rehabilitation Benefit	Rehabilitation Income Benefit	Total & Partial Disability Benefit	Unemployment Waiver	Waiver of Premium	Benefit Extension	Debt Replacement Benefit	Superannuation Maintenance Benefit	Lump Sum Option	Waiting Period Reduction	Daily Living Benefit	Child Income Benefit
Aviva Protection – Income Gold	O	B	B	B	B	O	B	O	B	B	O	B	B	B	B	B	B	B	B	N	O	O	ON	B	N	B
Aviva Protection – Income Excell	O	B	N	B	N	O	B	O	B	N	N	B	B	N	N	N	B	N	B	N	N	O	ON	B	N	B
Aviva Protection – Income Excell*	O	B	N	B	N	O	B	O	B	N	N	B	N	N	N	N	B	N	B	N	N	O	ON	B	N	N
Aviva Protection – Income Daily Living	N	B	B	B	N	N	B	N	B	N	N	B	N	N	N	N	N	N	B	N	N	N	N	N	B	B
Aviva Protection – Income Business Expenses	N	B	N	B	N	N	B	N	B	N	N	B	N	N	N	N	B	N	B	B	N	N	N	N	N	N

B = benefit included in basic price

O = option at additional cost

ON = option at no additional cost

N = not available

\*where the policy is held in a superannuation fund

You can combine lump sum or income replacement policies to create your own personal package of cover.

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

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

### Strong history

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

### Financial strength

By choosing Aviva Protection<sup>first</sup> you benefit from the financial strength and experience of Aviva plc. Aviva plc have premium and investment sales of \$105.7 billion\* and \$772 billion of assets under management. We have 57,000 employees serving over 45 million customers worldwide.\*

\*figures correct as at 30 June 2008

# Aviva Protection – Life

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

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

	Death Benefit	Business Protection Option	Indexation (CPI Linking)	Disability (TPD) Benefit Option	Economiser Option	Future Insurability	Guaranteed Renewable	Interim Cover	Disability Buy Back Option	Accidental Death Benefit	Superannuation Option	Terminal Illness Benefit	Upgrade Guarantee	Waiver of Premium	Funeral Assistance Benefit*	Activities of Daily Living Benefit	Financial Planning Benefit*	Child Critical Illness Benefit*
Aviva Protection – Life	B	O	B	OC	B	B	B	B	O	O	B	B	B	O	B	O	B	O

B = benefit included in basic price

O = option at additional cost

OC = option at additional cost, definition changes to Activities of Daily Living definition at the policy anniversary preceding age 65.

\*not available for superannuation policies

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

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

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

### 1. Ordinary policy

You hold the policy directly. You can determine to whom the benefits are paid, by completing the form on page 88. Otherwise, benefits are paid to you or your estate.

### 2. Superannuation policy

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

If you choose this structure, we can arrange for your policy to be held through the Norwich Union Superannuation Trust ('the Trust'), or if you are a member of the Navigator Personal Retirement Division ('the Plan'), you can hold your policy through the Plan (refer to the current PDS of the Plan), or you can instruct us to issue the policy to the trustee of another complying superannuation fund of your choice. For details in respect of holding your policy through the Trust or another complying superannuation fund, refer to page 43.

## The benefits

### Payment of benefits

If you die, are diagnosed as being terminally ill, or (if disability cover is added) are Totally and Permanently Disabled, the Sum Insured will be paid on the basis explained below. If the policy is held as an ordinary policy the Sum Insured is paid to you, as directed by you in your application, or to your estate. If the policy is held in a complying superannuation fund, the Sum Insured is paid to the trustee of the superannuation fund. The payment of benefits is subject to the exclusions explained on page 9.

### Death Benefit (standard)

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

### Terminal Illness Benefit (standard)

Under this benefit where you are diagnosed as being terminally ill and likely to die within 12 months, the death Sum Insured will be paid out early with the agreement of the policy

## Aviva Protection – Life continued

owner as a Terminal Illness Benefit. A medical practitioner nominated by us will need to provide specified information about the nature of your illness or injury.

If the cover is held through a superannuation fund, the availability of the Terminal Illness Benefit is subject to the superannuation legislation regarding the release of benefits which includes a provision addressing 'terminal medical condition' effective from 1 July 2007. See page 44.

### Disability Benefit (optional at additional cost)

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

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

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

### Definition up to policy anniversary preceding age 65

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

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

The own occupation test is only available to certain occupations.

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

- (a) you have suffered total and irrecoverable loss of the:
  - (i) sight of both eyes, or

- (ii) use of two limbs (where a limb is defined as one whole hand or one whole foot), or
- (iii) sight of one eye and the use of one limb, or

- (b) you have been unable to perform your own occupation for an uninterrupted period of at least three months due to Sickness or Injury and we believe, after consideration of medical and any other evidence, you are so disabled that you are unlikely ever to be able to perform your own occupation or other occupation for which you are suited by education training or experience which would pay remuneration at a rate greater than 25% of your earnings during your last 12 consecutive months of work, or

- (c) as a result of Sickness or Injury you are totally and permanently unable to perform at least two of the following five 'Activities of Daily Living':
  - (i) bathing and showering
  - (ii) dressing and undressing
  - (iii) eating and drinking
  - (iv) using a toilet to maintain personal hygiene
  - (v) moving from place to place by walking, wheelchair or with assistance of a walking aid

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

- (a) you have suffered total and irrecoverable loss of the:
  - (i) sight of both eyes, or
  - (ii) use of two limbs (where a limb is defined as one whole hand or one whole foot), or
  - (iii) sight of one eye and the use of one limb, or

- (b) you have been unable to perform your own occupation for an uninterrupted period of at least three months due to Sickness or Injury and we believe, after consideration of medical and

any other evidence, you are so disabled that you are unlikely ever to be able to perform your own occupation, or

- (c) as a result of Sickness or Injury you are totally and permanently unable to perform at least two of the following five 'Activities of Daily Living':
  - (i) bathing and showering
  - (ii) dressing and undressing
  - (iii) eating and drinking
  - (iv) using a toilet to maintain personal hygiene
  - (v) moving from place to place by walking, wheelchair or with assistance of a walking aid

'Own occupation' for this purpose means the occupation in which you were engaged immediately prior to the commencement of Total and Permanent Disability.

If you have selected the 'any occupation' or 'own occupation' test a partial benefit is payable if you have suffered the total and irrecoverable loss of the:

- (i) sight of one eye or
- (ii) use of one limb (where a limb is defined as one whole hand or one whole foot)

The partial benefit is limited to 25% of the disability Sum Insured or \$500,000 whichever is the lesser. Where 25% of the disability Sum Insured is less than \$10,000 then no benefit will be payable.

The partial benefit is not available if your policy is held in a superannuation fund.

The above definitions of Total and Permanent Disability apply until the policy anniversary preceding age 65.

### Home Duties

If your occupation immediately prior to the commencement of Total and Permanent Disability can be described as 'Home Duties', that is you have been engaged full-time in normal domestic duties in your own residence

for more than six months, then Total and Permanent Disability shall mean that you have, for an uninterrupted period of three months, been under medical supervision with complete inability to perform the majority of normal domestic duties, and we believe, after consideration of medical and any other evidence, you are unlikely ever to recover.

The terms Sickness and Injury are defined on page 33.

#### Definition after policy anniversary preceding age 65

At the policy anniversary preceding your 65th birthday the above definition of Total and Permanent Disability shall cease to apply. Instead Total and Permanent Disability shall mean you are correctly diagnosed as 'being unable to perform the Activities of Daily Living' (as defined on page 5). This definition shall apply irrespective of your occupation and whether you have selected the 'any occupation' or 'own occupation' test.

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

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

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

For example if you select the following policies:

- Life with \$1,000,000 death Sum Insured and \$650,000 disability Sum Insured
- Flexible Recovery Money with \$250,000 critical illness Sum Insured and \$150,000 disability Sum Insured

then after a claim under the Flexible Recovery Money policy for \$250,000 the cover under the Life policy will be reduced to \$750,000 death Sum Insured and \$550,000 disability Sum Insured.

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

#### Activities of Daily Living Benefit (optional at additional cost)

By selecting this option you may extend your cover to include an additional benefit should you be unable to perform the 'Activities of Daily Living'.

This benefit is only available if:

- the level of disability cover with us under this or any other policy with us, in aggregate is \$3,000,000 or greater, or
- under our normal underwriting rules you are not eligible for the Disability Benefit.

If you become unable to perform the Activities of Daily Living (as defined below), the Activities of Daily Living Benefit will be paid to you as a lump sum.

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

#### Sum Insured

The maximum Sum Insured under the Activities of Daily Living Benefit is \$3,000,000. Indexation as defined on page 42 will not apply to this benefit.

The Sum Insured together with the disability Sum Insured may not exceed the lesser of \$5,000,000 or the death Sum Insured.

The Sum Insured together with the critical illness Sum Insured may not exceed the death Sum Insured.

#### Definition

Being unable to perform the Activities of Daily Living means:

- (a) you have suffered total and irrecoverable loss of the:
  - (i) sight of both eyes, or
  - (ii) use of two limbs (where a limb is defined as one whole hand or one whole foot), or
  - (iii) sight of one eye and the use of one limb, or
- (b) as a result of Sickness or Injury you are totally and permanently unable to perform at least two of the following five 'Activities of Daily Living':
  - (i) bathing and showering;
  - (ii) dressing and undressing;
  - (iii) eating and drinking;
  - (iv) using a toilet to maintain personal hygiene; and
  - (v) moving from place to place by walking, wheelchair or with assistance of a walking aid, or
- (c) you are totally and permanently suffering a cognitive impairment requiring ongoing continuous care and supervision of another adult.

The terms Sickness and Injury are defined on page 33.

# Aviva Protection – Life continued

## The features

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

### Economiser (standard)

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

1. At any time after your 30th birthday you can request the option to be applied.
2. Applying the Economiser means:
  - (a) Indexation (as defined on page 42) ceases; and
  - (b) except at policy anniversaries when benefits automatically reduce or cease for other reasons, or premium loadings cease, the Sum Insured will be automatically reduced in inverse proportion to the increase in premium rates that would have occurred had this reduction not been made. This has the effect of 'freezing' the premium, including in relation to changes in the premium scale, or crossing below size adjustment bands, as defined on page 45.
3. You may cancel the Economiser at any time by notice in writing. Indexation, if applicable, is then reinstated.

### Funeral Assistance Benefit (standard)

Within 14 days of receipt of certified copies of your birth certificate and notice of your death from a registered medical practitioner, we will pay an amount of the lesser of 10% of the sum insured or \$10,000 to be used for meeting your funeral expenses.

In the event of the payment of the Funeral Assistance Benefit then the death Sum Insured will be reduced by any amounts paid under this benefit.

The payment of the Funeral Assistance Benefit is not an admission of liability on our behalf and does not mean that any other benefits under this policy will be admitted or paid. The payment of the Funeral Assistance Benefit is a complete discharge of all liability we have in relation to the amount paid under this benefit.

This benefit is not available if the policy is owned by a superannuation fund. This benefit is not payable in the event of suicide within 13 months of commencement of the policy. We reserve the right to recover the Funeral Assistance Benefit if the Death Benefit claim is subsequently denied, or where the proceeds of the policy have been paid. The Funeral Assistance Benefit is payable only once.

The Funeral Assistance Benefit will be paid in accordance with the following order of priority:

1. To the named beneficiary (if there is a named beneficiary under the policy);
2. To the Policy Owner (if the Policy Owner is different to the Life Insured);
3. To the Executor/Executrix of the Estate of the Life Insured, as identified in the Life Insured's will, a copy of which must be supplied to us (if the Policy Owner is the same as the Life Insured).

If none of the above apply, the Funeral Assistance Benefit will not be paid.

### Future Insurability (standard)

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

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

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

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

### Premium for option increases

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

### Conditions

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

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

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

- You are older than 55 years of age



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

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

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

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

### Financial Planning Benefit (standard)

Under this feature when we pay a lump sum benefit of at least \$100,000 (or such other amount as advised by us from time to time) to a recipient under the policy, we will reimburse, up to a maximum of \$2,000, the cost of a fully documented financial plan as prepared by a qualified financial planner for the recipient.

Where there is more than one recipient of the lump sum benefit, each recipient of the lump sum will be entitled to an equal share of the benefit. For example if there were 4 recipients of the policy each would be entitled to receive up to \$500.

The total Financial Planning Benefit payable in respect of the policy is \$2,000 and will only be payable once.

The financial plan must be provided within 12 months of receiving the lump sum benefit.

We will require evidence to show that the financial plan has been provided, the qualifications of the financial planner, and the costs charged by the financial planner. We will not reimburse any costs incurred as a result of dealing with the payment of the lump sum benefit or costs incurred in the implementation of the financial plan.

This feature is not available for superannuation policies.

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

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

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

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

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

If you select this option, you have the ability to purchase an Aviva Protection – Life Policy (death only) after payment of the Disability Benefit without providing further medical evidence.

This option can only be exercised within the period between 14 and 44 days after the payment of the Disability Benefit. If your policy includes this option we will provide cover on the following basis:

- the death Sum Insured does not exceed the Disability Benefit paid; and
- premiums will be charged at the appropriate rate for the attained age next birthday based on the current published term insurance rates at that time; and
- any original exclusions or special conditions will be maintained.

The option does not apply after payment of a Terminal Illness Benefit or Activities of Daily Living Benefit.

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

This option ceases at the policy anniversary preceding age 65.

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

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

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

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

- you have suffered total and irrecoverable loss of the:
  - sight of both eyes, or
  - use of two limbs (where a limb is defined as one whole hand or one whole foot), or
  - sight of one eye and use of one limb, or

## Aviva Protection – Life continued

(b) you have been unable to perform your own occupation (or other occupation for which you are suited by education, training or experience) for an uninterrupted period of at least three months due to Sickness or Injury.

Where you are wholly engaged in full time unpaid domestic duties at the date of the event causing Total Disability, then the occupation for which you are suited by education, training or experience is to be taken to include unpaid domestic duties. In this case you must be disabled to such an extent that you are confined to your place of principal residence unless assisted.

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

This option ceases at the policy anniversary preceding age 65.

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

The Business Protection Option provides you with a right to apply for an increase in your death and (if applicable) disability Sum Insured and/or critical illness Sum Insured, once in each policy year, without having to supply further medical evidence.

The Business Protection Option may be used for the following purposes:

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

You will need to tell us in writing the purpose for which you want the Business Protection Option and provide us with a valuation from a qualified accountant or valuer of your business or key person, or evidence of the contractual guarantees, as the case

may be, together with any other financial evidence that will satisfy us that the value of your financial interest is at least equal to the increased amount of cover. Any increase in the Sum Insured is subject to our approval.

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

- For business succession planning purposes – three times the Sum Insured when this option was first purchased or \$15 million – whichever is less.
- For loan guarantor or key person purposes – three times the Sum Insured when this option was first purchased or \$5 million – whichever is less

You may increase the disability Sum Insured to three times the Sum Insured when this option was first purchased or \$3 million – whichever is less. In addition should three times the disability Sum Insured exceed \$3 million you have the option to apply for the excess over \$3 million to be purchased under the Activities of Daily Living Benefit.

The total of the disability Sum Insured and Activities of Daily Living Benefit may not exceed the lesser of \$5 million and the death Sum Insured under the policy (if applicable).

If you have cover with us under a Recovery Money, Flexible Recovery Money or Stand Alone Recovery Money policy you may increase the critical illness Sum Insured to three times the Sum Insured when this option was first purchased or \$2 million whichever is less. In addition the aggregate critical illness Sum Insured with us and under any similar policy with any other insurer cannot exceed \$2 million. Additional critical illness

cover will not be issued in excess of this aggregate limit.

However, the critical illness Sum Insured may not be increased to an amount in excess of your death Sum Insured under the policy (if applicable).

You can exercise your right to apply for an increase in cover at any time up to the policy anniversary preceding your 65th birthday. If the right to apply for an increase is not exercised by you at least once in any three year period, then the option will be automatically cancelled, unless you can demonstrate that the financial evidence relating to your business and the purpose identified by you, in respect of that period, did not support an increase in the Sum Insured.

The maximum age at which the option can be purchased is age 60 next birthday. This option ceases at the policy anniversary preceding age 65

Where this option applies the indexation benefit will not apply.

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

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

The critical illnesses covered are:

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

The definitions of the critical illnesses are contained within the 'Medical Definitions' section of this document commencing on page 53.

Upon payment of the Child Critical Illness Benefit the cover for that child will cease and no further benefit will be payable in respect of that child.

### Sum Insured

The cover under the Child Critical Illness Benefit is subject to a minimum Sum Insured of \$10,000 with a maximum Sum Insured of \$200,000 per child.

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

### Termination of cover

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

- The policy anniversary preceding the insured child's 21st birthday;
- Payment of the Child Critical Illness Benefit in respect of the insured child;
- The insured child applies for an insurance policy under the continuation of insurance cover; and
- The policy to which the Child Critical Illness Benefit is attached ends.

### Continuation of insurance cover

At the policy anniversary following the insured child's 16th birthday and prior to the policy anniversary preceding the insured child's 21st birthday, the insured child will have the option to apply for an insurance policy with a Death Benefit and Critical Illness Benefit for the same level of Sum Insured without the requirement to provide any medical evidence.

### Exclusions

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

No payment will be made if the event causing the death or critical illness condition (if applicable) was caused by:

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

This benefit is not available for superannuation policies.

### Additional Features

The following additional features are explained on page 42:

**Indexation of benefit**  
**Upgrade guarantee**  
**24 hour world wide cover**

The following feature is explained on pages 61 to 63:

**Interim Accident Cover**

## Level of cover

### Minimums

There is no minimum Sum Insured requirement. However minimum premium and premium loadings do apply, refer to page 46.

### Maximums

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

Disability Sum Insured: The maximum level of disability cover is \$3,000,000.

Activities of Daily Living Benefit Sum Insured: The maximum level of cover is \$3,000,000.

The Disability Sum Insured together with the Activities of Daily Living Benefit Sum Insured may not exceed the lesser of \$5,000,000 or the Death Sum Insured.

### Exclusions

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

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

The Disability Benefit, Activities of Daily Living Benefit and Waiver of Premium Option will not be payable in the event of attempted suicide, self-inflicted illness or injury or participation in insurrection.

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

# Aviva Protection – Recovery Money

Aviva Protection – Recovery Money provides death cover, with part or all of the benefit payable early if you are diagnosed with one of the critical illnesses covered by the policy. You may choose to include optional disability cover for an additional premium. This policy is not available through the Trust or the Plan.

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

	Death Benefit	Business Protection Option	Indexation (CPI Linking)	Disability (TPD) Benefit Option	Economiser Option	Future Insurability	Guaranteed Renewable	Interim Cover	Disability Buy Back Option	Accidental Death Benefit	Terminal Illness Benefit	Upgrade Guarantee	Waiver of Premium	Critical Illness Benefit	Critical Illness Buy Back Option	Critical Illness Reinstatement Option	Future Insurability Critical Illness	Child Critical Illness Benefit	Severe Illness Benefit	Funeral Assistance Benefit	Occupationally Acquired Hepatitis B and C	Activities of Daily Living Benefit	Financial Planning Benefit	Child Support Benefit
Aviva Protection – Recovery Money	B	O	B	OC	B	B	B	B	O	O	B	B	O	BD	O	O	B	O	O	B	O	O	B	B

B = benefit included in basic price

O = option at additional cost

OC = option at additional cost, definition changes to Activities of Daily Living definition at the policy anniversary preceding age 65.

BD = benefit included in basic price, definition changes to Activities of Daily Living definition at the policy anniversary preceding age 70.

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

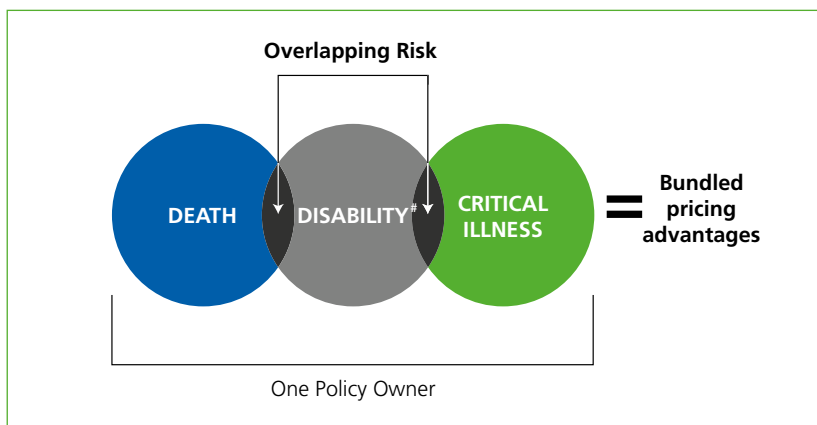
One policy is issued covering all three events. Consequently there is one policy owner for all three components.

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

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

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

The Critical Illness Benefit will only be paid on correct diagnosis of any one of the listed critical illnesses. Payment of Critical Illness Benefit is based upon the precise definitions shown in the ‘Medical Definitions’ section commencing on page 53.



#Disability benefit is optional

## The benefits

### Payment of Benefits

If you die, are diagnosed as being terminally or critically ill, or (if disability cover is added) are Totally and Permanently Disabled, the Sum Insured will be paid to you, as directed by you in your application, or to your estate. The payment of benefits is subject to the exclusions explained on page 15.

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

### Death Benefit (standard)

If you die the agreed Sum Insured will be paid.

### Terminal Illness Benefit (standard)

Under this benefit where you are diagnosed as being terminally ill and likely to die within 12 months, the death Sum Insured will be paid out early with your agreement. The Sum Insured provided by the Critical Illness Benefit, and if attached Disability Benefit, will be reduced by the amount paid under the Terminal Illness Benefit. The basis on which the Terminal Illness Benefit is paid under this policy is the same as under the Life policies, and is explained on page 3.

### Critical Illness Benefit (standard)

#### Critical Illness definition before policy anniversary preceding age 70

If you are correctly diagnosed with one of the following critical illnesses (as defined) at any time up to the policy anniversary preceding age 70, we will pay the critical illness Sum Insured as a lump sum.

The critical illnesses covered are:

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

The definitions of the critical illnesses are contained in the 'Medical Definitions' section of this document, commencing on page 53.

For Coronary Artery Disease, Multiple Sclerosis, Muscular Dystrophy and Parkinson's Disease the amount payable may be limited in the manner set out under 'Medical Definitions' commencing on page 53.

For Occupationally Acquired HIV Infection and Medically Acquired HIV Infection the Critical Illness Benefit may be excluded where a Cure becomes available as set out under 'Medical Definitions' commencing on page 53.

#### Critical Illness definition after policy anniversary preceding age 70

If you have been covered under the Critical Illness Benefit and there has not been a claim on the policy, then the Critical Illness Benefit will continue from the policy anniversary preceding age 70 until the expiry of the policy. However from the policy anniversary preceding age 70, the above definitions of critical illness shall cease to apply. Instead, the critical illness Sum Insured will only be payable if you are correctly diagnosed as 'being unable to perform the Activities of Daily Living' (as defined on page 5).

### Disability Benefit (optional at additional cost)

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

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

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

# Aviva Protection – Recovery Money continued

## The features

Each of the following features is provided on the terms set out on pages 5 to 9:

**Activities of Daily Living Benefit (optional at additional cost)**

**Economiser (standard)**

**Funeral Assistance Benefit (standard)**

**Future Insurability (standard)**

**Financial Planning Benefit (standard)**

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

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

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

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

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

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

### Child Support Benefit (standard)

Where the critical illness Sum Insured is \$100,000 or greater the policy will include the Child Support Benefit at no cost.

Your policy is extended to include \$10,000 death or critical illness cover on the life of all dependant children.

If a dependant child dies or is correctly diagnosed with one of the following critical illnesses (as defined) at any time up to the policy anniversary preceding the dependant child's 18th birthday, we will pay the Child Support Benefit to the owner of the policy. Dependant child means the natural

child, the stepchild or adopted child of the life insured.

The critical illnesses covered are:

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

The definitions of the critical illnesses are contained within the 'Medical Definitions' section of this document commencing on page 53.

Upon payment of the Child Support Benefit the cover for that dependant child will cease and no further benefit will be payable under the Child Support Benefit in respect of that dependant child.

### Maximum Sum Insured

The maximum level of cover payable under the Child Support Benefit in respect of any one dependant child is \$10,000 in aggregate with us and under any similar policy with any other insurer.

### Commencement of cover

The Child Support Benefit in respect of each dependant child will commence on the later of the following events:

- The policy anniversary following the dependant child's 2nd birthday; and
- The commencement of the policy to which the Child Support Benefit is attached.

### Termination of cover

The Child Support Benefit in respect of each dependant child will cease on the earliest of the following events:

- The policy anniversary preceding the dependant child's 18th birthday;
- Payment of the Child Support Benefit in respect of the dependant child; and
- The policy to which the Child Support Benefit is attached ends.

### Exclusions

No payment will be made if the dependant child dies or the critical illness is diagnosed, or symptoms leading to diagnosis become reasonably apparent, before or within three months of the commencement or reinstatement of the policy.

No payment will be made if the event causing the death or critical illness condition (if applicable) was caused by:

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

This benefit is not available for superannuation policies.

### Future Insurability Critical Illness (standard)

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

The critical illness Sum Insured may be increased when:

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

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

#### **Premium for option increases**

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

#### **Conditions**

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

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

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

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

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

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

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

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

One year after a valid claim form was lodged for which the Critical Illness Benefit was paid, you can purchase an Aviva Protection – Life Policy (death only) without providing further medical evidence.

This option can only be exercised within a period of 30 days from the first anniversary of when the valid claim form was lodged for which the Critical Illness Benefit was paid. If your policy includes this option, we will provide cover on the following basis:

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

Where the Critical Illness Buy Back Option is exercised in conjunction with the Critical Illness Reinstatement Option (see below), Indexation (as defined on page 42) will not be available.

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

This option ceases at the policy anniversary preceding age 70.

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

One year after a valid claim form was lodged for which the Critical Illness Benefit was paid, you can reinstate 100% of the critical illness cover without providing further medical evidence. This feature provides critical illness sufferers with a second level of protection and peace of mind.

You can exercise this option within a period of 30 days from the first anniversary of when the valid claim form was lodged for which the Critical Illness Benefit was paid. If your policy includes this option, we will reinstate your critical illness cover on the following basis:

- (a) you do not have to provide further medical evidence; and
- (b) the critical illness Sum Insured must not exceed 100% of the Critical Illness Benefit paid; and
- (c) an additional premium will be charged at the appropriate rate for the then attained age next birthday based on the then current published term insurance rates; and
- (d) indexation will not be available; and
- (e) any original exclusions or special conditions applicable under your Policy will be maintained.

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

## Aviva Protection – Recovery Money continued

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

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

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

This option cannot be exercised where:

- (a) a Disability, Activities of Daily Living, Severe Illness, Occupationally Acquired Hepatitis B and C or Terminal Illness Benefit is paid; or
- (b) a partial benefit is paid for Coronary Artery Disease or Multiple Sclerosis, Muscular Dystrophy or Parkinson's Disease.

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

This option ceases at the policy anniversary preceding age 70.

### Occupationally Acquired Hepatitis B and C (optional at additional cost)

By selecting this option your cover is extended to include an additional cover should you be correctly diagnosed with Occupationally Acquired Hepatitis B and C (as defined in the 'Medical Definitions' commencing on page 53).

The additional amount will be the lesser of the critical illness Sum Insured or \$500,000.

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

This option ceases at the policy anniversary preceding age 70.

### Severe Illness Benefit (optional at additional cost)

By selecting this option your policy is extended to include the severe illnesses (as defined below). If you are correctly diagnosed with one of the following severe illnesses (as defined) at any time up to the policy anniversary preceding your 70th birthday we will pay a Severe Illness Benefit as a lump sum.

The severe illnesses covered are:

Breast Cancer – Other  
Female Cancer – Other  
Major Organ Transplant Waiting List  
Melanoma  
Partial Loss of Sight and/or Limbs  
Partial Deafness  
Prostate Cancer – Other  
Severe Burns  
Severe Osteoporosis  
Severe Rheumatoid Arthritis

The definitions of the severe illnesses are contained within the 'Medical Definitions' section of this document commencing on page 53.

### Sum Insured

The Sum Insured payable under the Severe Illness Benefit is an advance payment of the Critical Illness Benefit. Where the critical illness Sum Insured is \$100,000 or greater you may select any amount up to a maximum of 10% of the critical illness Sum Insured, subject to a minimum amount of \$10,000.

If the critical illness Sum Insured is between \$50,000 and \$100,000, the Severe Illness Benefit (if selected) is \$10,000.

This option is not available where the critical illness Sum Insured is less than \$50,000.

Any payment of the Severe Illness Benefit will reduce the amount of death cover, critical illness cover and, where applicable, the disability cover.

We will pay multiple benefits under the Severe Illness Benefit subject to the following:

- The total of all payments does not exceed the critical illness Sum Insured,
- We will only pay once for each condition covered under the Severe Illness Benefit.

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

### Exclusions

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

No payment will be made for Breast Cancer – Other, Female Cancer – Other, Melanoma or Prostate Cancer – Other if the condition is diagnosed, or symptoms leading to diagnosis become reasonably apparent, before or within three months of the commencement or reinstatement of the policy.

Where disability cover applies, the Severe Illness Benefit payable will be reduced by any partial amounts paid under the Disability Benefit, which may reduce the Severe Illness Benefit to nil.

This option ceases at the policy anniversary preceding age 70.



## Additional Features

The following additional features are explained on page 42:

**Indexation of benefit**  
**Upgrade guarantee**  
**24 hour world wide cover**

The following feature is explained on pages 61 to 63.

**Interim Cover**

## Level of cover

### Minimums

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

In addition, minimum premium and premium loadings do apply, refer to page 46.

### Maximums

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

**Disability Sum Insured:** The maximum level of disability cover is \$3,000,000.

**Activities of Daily Living Benefit Sum Insured:** The maximum level of cover is \$3,000,000, this together with the critical illness Sum Insured may not exceed the death Sum Insured.

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

The Disability Sum Insured together with the Activities of Daily Living Benefit Sum Insured may not exceed the lesser of \$5,000,000 or the Death Sum Insured.

## Exclusions

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

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

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

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

The Disability Benefit, Activities of Daily Living Benefit and Waiver of Premium Option will not be payable in the event of attempted suicide, self-inflicted illness or injury or participation in insurrection.

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

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

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

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

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

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

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

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

# Aviva Protection – Flexible Recovery Money

Aviva Protection – Flexible Recovery Money provides a benefit if you suffer a disability or are diagnosed with one of the critical illnesses covered by the policy. It is an ancillary policy that can only be held in conjunction with an approved Aviva Protection – Life policy. The Flexible Recovery Money policy and the Life policy are linked.

A benefit payable under one policy will reduce the benefit provided under the other. This policy is not available through the Trust or the Plan.

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

	Indexation (CPI Linking)	Disability (TPD) Benefit Option	Economiser Option	Guaranteed Renewable	Interim Cover	Disability Buy Back option	Upgrade Guarantee	Waiver of Premium	Critical Illness Benefit	Critical Illness Buy Back Option	Critical Illness Reinstatement Option	Future Insurability Critical Illness	Child Critical Illness Benefit	Severe Illness Benefit	Occupationally Acquired Hepatitis B and C	Activities of Daily Living Benefit	Business Protection Option	Financial Planning Benefit	Child Support Benefit
Aviva Protection – Flexible Recovery Money	B	OC	B	B	B	O	B	O	OS	O	O	B	O	O	O	O	O	B	B

B = benefit included in basic price

O = option at additional cost

OC = option at additional cost, definition changes to Activities of Daily Living definition at the policy anniversary preceding age 65.

OS = option at additional cost, definition changes to Activities of Daily Living definition at the policy anniversary preceding age 70.

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

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

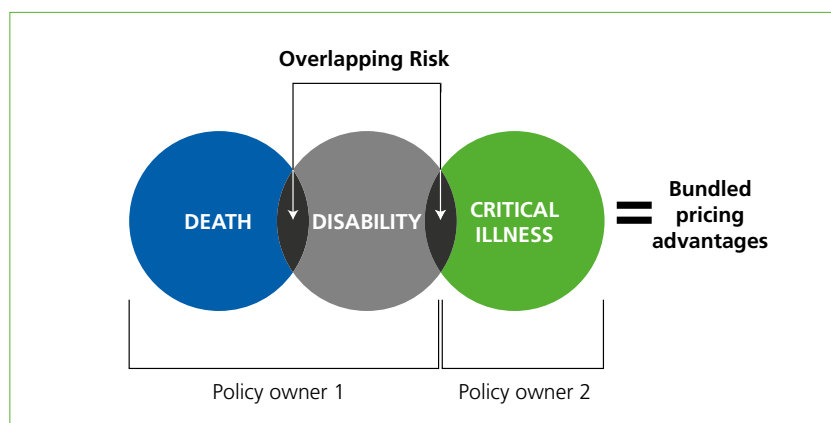
For benefits to be payable under this policy, an approved Aviva Protection – Life policy must have been in force throughout the period insured by this policy, with a death Sum Insured at least equal to the greater of the critical illness Sum Insured and the aggregate

of the disability Sum Insured held under this and the associated Life policy.

Aviva Protection – Flexible Recovery Money is a policy with the option to purchase disability cover, critical illness cover or both. It is designed to be

bundled with the Aviva Protection – Life policy.

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



Two policies are issued, one for death and optional disability cover, and one for critical illness and/or disability cover. Each policy can have a different owner which can include a superannuation fund (see page 43). However the policies are priced as if they are one combined policy resulting in significant pricing efficiencies.

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

## The benefits

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

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

If a Critical Illness Benefit is paid under this policy, the amount of Death Benefit, Terminal Illness Benefit and, if applicable, Disability Benefit payable under the Aviva Protection – Life policy will be reduced by a corresponding amount, as explained on page 5.

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

### Critical illness definition before policy anniversary preceding age 70

If you are correctly diagnosed with one of the following critical illnesses (as defined) at any time up to policy anniversary preceding age 70, we will pay the critical illness Sum Insured as a lump sum.

The critical illnesses covered are:

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

The definitions of the critical illnesses are contained in the 'Medical Definitions' section of this document, commencing on page 53.

For Coronary Artery Disease, Multiple Sclerosis, Muscular Dystrophy and Parkinson's Disease the amount payable may be limited in the manner set out under 'Medical Definitions' commencing on page 53.

For Occupationally Acquired HIV Infection and Medically Acquired HIV Infection the Critical Illness Benefit may be excluded where a Cure becomes available as set out under 'Medical Definitions' commencing on page 53.

### Critical illness definition after policy anniversary preceding age 70

If you have been covered under the Critical Illness Benefit and there has not been a claim on the policy, then the Critical Illness Benefit will continue from the policy anniversary preceding age 70 until the expiry of the policy. However from the policy anniversary preceding age 70, the above definitions of critical illness shall cease to apply. Instead, the critical illness Sum Insured will be payable if you are correctly diagnosed as 'being unable to perform the Activities of Daily Living' (as defined on page 5).

### Disability Benefit (optional at additional cost)

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

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

## The features

Each of the following features is provided on the terms set out on pages 6 to 9.

**Activities of Daily Living Benefit (optional at additional cost)**

**Economiser (standard)**

**Financial Planning Benefit (standard)**

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

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

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

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

# Aviva Protection – Flexible Recovery Money continued

Each of the following features is provided on the terms set out on pages 11 to 14:

**Child Support Benefit (standard)**

**Future Insurability Critical Illness (standard)**

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

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

**Occupationally Acquired Hepatitis B and C (optional at additional cost)**

**Severe Illness Benefit (optional at additional cost)**

## Additional Features

The following additional features are explained on page 42:

**Indexation of benefit**

**Upgrade guarantee**

**24 hour world wide cover**

The following feature is explained on pages 61 to 63.

**Interim Accident Cover**

## Level of cover

### Minimums

The critical Illness Sum Insured selected must be \$0 or at least \$10,000.

The disability Sum Insured selected must be \$0 or at least \$10,000.

In addition minimum premium and premium loadings do apply, refer to page 46.

### Maximums

Disability Sum Insured: The maximum level of disability cover is \$3,000,000 and applies in aggregate between this and the Aviva Protection - Life Policy. Also, the aggregate of the disability cover held under this policy and the

associated Aviva Protection – Life policy cannot exceed the death Sum Insured under the Aviva Protection – Life policy.

Activities of Daily Living Benefit: The maximum level of cover is \$3,000,000, this together with the critical illness Sum Insured may not exceed the death Sum Insured.

Also, the aggregate of the disability cover and the Activities of Daily Living cover under this policy and the associated Aviva Protection – Life policy cannot exceed the lesser of the death Sum Insured under the associated Aviva Protection – Life policy and \$5,000,000.

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

## Exclusions

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

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

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

The Disability Benefit, Activities of Daily Living Benefit and Waiver of Premium Option will not be payable in the event of attempted suicide, self-inflicted illness or injury or participation in insurrection.

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

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

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

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

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

- a) the conditions and procedures covered under the replaced policy;
  - b) the currency of the replacement policy at the Commencement Date of this policy; and
  - c) cancellation of the replaced policy from the previous insurer,
- must be provided by the Policyowner to enable the three month exclusion of payments to be waived.

# Aviva Protection – Stand Alone Recovery Money

Aviva Protection – Stand Alone Recovery Money provides a benefit if you suffer a disability or you are diagnosed with one of the critical illnesses covered by the policy. Unlike the Flexible Recovery Money policy which can only be held in conjunction with an approved Aviva Protection – Life policy, the Stand Alone Recovery Money policy can be held separately. If the policy contains the Critical Illness Benefit it is not available through the Trust or the Plan.

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

	Indexation (CPI Linking)	Economiser Option	Guaranteed Renewable	Interim Cover	Disability (TPD) Benefit Option	Upgrade Guarantee	Critical Illness Benefit	Critical Illness Reinstatement Option	Future Insurability Critical Illness	Child Critical Illness Benefit	Severe Illness Benefit	Occupationally Acquired Hepatitis B and C	Business Protection Option	Waiver of Premium	Financial Planning Benefit	Child Support Benefit	Death Benefit
Aviva Protection – Stand Alone Recovery Money	B	B	B	B	OC	B	OS	OS	B	O	O	O	O	O	B	B	BL

B = benefit included in basic price

BL = benefit included in basic price limited to \$5,000

O = option at additional cost

OC = option at additional cost, definition changes to Activities of Daily Living definition at the policy anniversary preceding age 65.

OS = option at additional cost, definition changes to Activities of Daily Living definition at the policy anniversary preceding age 70.

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

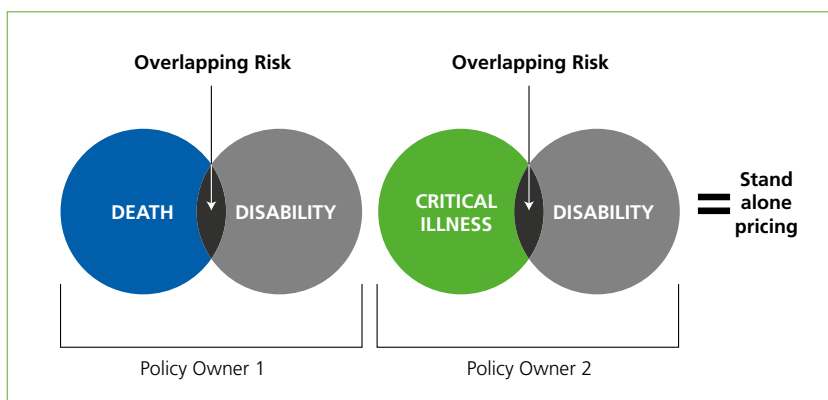
This is a more expensive way of providing cover because several risks are being covered in both individual contracts resulting in an overlap in the pricing. However it does mean that a claim for this cover will not affect any death and disability cover which is being held separately.

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

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

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

The Critical Illness Benefit will only be paid on correct diagnosis of any one of the listed critical illnesses. Payment of Critical Illness Benefit is based upon the precise definitions shown in the ‘Medical Definitions’ section commencing on page 53.



## The benefits

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

#### Critical illness definition before policy anniversary preceding age 70

If you are correctly diagnosed with one of the following critical illnesses (as defined) at any time up to the policy anniversary preceding age 70, we will pay the critical illness Sum Insured as a lump sum.

The critical illnesses covered are:

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

The definitions of the critical illnesses are contained in the 'Medical Definitions' section of this document, commencing on page 53.

For Coronary Artery Disease, Multiple Sclerosis, Muscular Dystrophy and Parkinson's Disease the amount payable may be limited in the manner set out under 'Medical Definitions' commencing on page 53.

For Occupationally Acquired HIV Infection and Medically Acquired HIV Infection the Critical Illness Benefit may be excluded where a Cure becomes available as set out under 'Medical Definitions' commencing on page 53.

#### Critical illness definition after policy anniversary preceding age 70

If you have been covered under the Critical Illness Benefit and there has not been a claim on the policy, then the Critical Illness Benefit will continue from the policy anniversary preceding age 70 until the expiry of the policy. However from the policy anniversary preceding age 70, the above definitions of critical illness shall cease to apply. Instead, the critical illness Sum Insured will be payable if you are correctly diagnosed as 'being unable to perform the Activities of Daily Living' (as defined on page 5).

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

### Death Benefit (standard)

If you die while the policy is in force we will pay a death benefit of \$5,000 to the policy owner. This benefit is not payable if you die as a result of suicide within 13 months of the commencement or reinstatement of the policy.

### Disability Benefit (optional at additional cost)

By selecting this option, your policy will include disability cover.

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

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

## The features

Each of the following features is provided on the terms set out on pages 6 to 9.

#### Economiser (standard)

#### Financial Planning Benefit (standard)

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

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

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

Each of the following features is provided on the terms set out on pages 11 to 14:

#### Child Support Benefit (standard)

#### Future Insurability Critical Illness (standard)

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

#### Occupationally Acquired Hepatitis B and C (optional at additional cost)

#### Severe Illness Benefit (optional at additional cost)

## Additional Features

The following additional features are explained on page 42:

- Indexation of benefit**
- Upgrade guarantee**
- 24 hour worldwide cover**

The following feature is explained on pages 61 to 63:

- Interim Cover**

## Level of cover

### Minimums/Maximums

The critical Illness Sum Insured selected must be \$0 or at least \$10,000.

The disability Sum Insured selected must be \$0 or at least \$10,000.

In addition minimum premium and premium loadings do apply, refer to page 46.

### Critical Illness Sum Insured:

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

### Disability Sum insured:

The maximum level of disability cover is \$3,000,000.

## Exclusions

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

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

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

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

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

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

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

The Disability Benefit will not be payable in the event of attempted suicide, self-inflicted illness or injury or participation in insurrection.

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

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

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

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

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

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

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

The policies have the same basic structure, however Aviva Protection – Income Gold has several additional benefits and features, and cannot be held through a superannuation fund.

Both policies offer you the choice of agreed value or indemnity cover. You have the choice of an agreed monthly Sum Insured (agreed value) or a Sum Insured limited to the lesser of a monthly value nominated by you, and 75% of your average monthly earnings for the 12 months preceding the date of Total Disablement (indemnity). The maximum Sum Insured is limited in the manner described on page 34. The premiums for agreed value and indemnity policies are different and you should discuss with your financial adviser which is the most appropriate for you.

## Superannuation policy

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

If you choose this structure, we can arrange for your policy to be held through the Norwich Union Superannuation Trust ('the Trust'), or if you are a member of the Navigator Personal Retirement Division ('the Plan'), you can hold your policy through the Plan, or you can instruct us to issue the policy to the trustee of another complying superannuation fund of your choice.

The trustee of a superannuation fund will not be able to release the Total Disability Benefit or Partial Disability Benefit unless you satisfy the criteria for temporary incapacity under superannuation law.

For details in respect of holding your policy through the Trust, the Plan or another complying superannuation fund, refer to page 43.

## Insuring your greatest asset

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

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

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

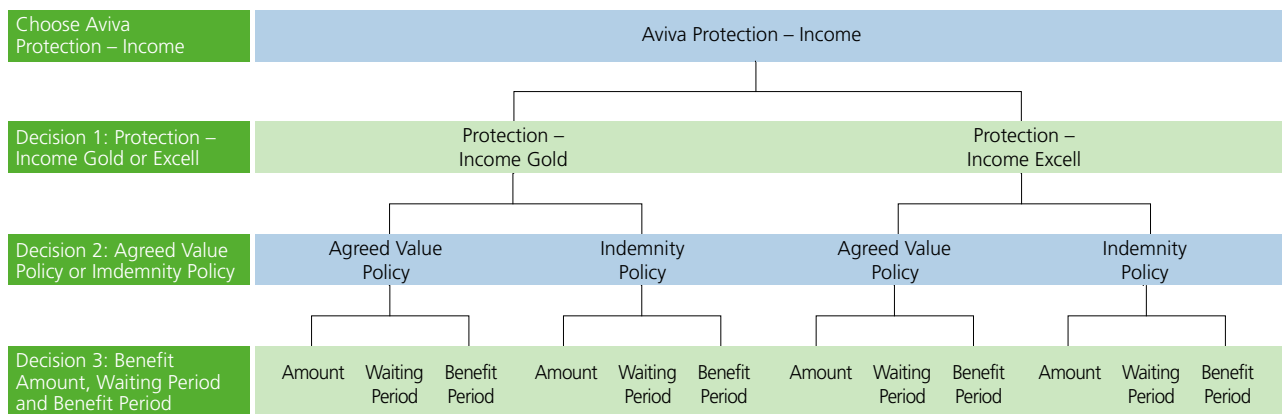
## Flexible solutions

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

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

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

## The Aviva Income Protection decision tree





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

	Accident Benefit Option	Automatic CPI Linking Benefit	Critical Conditions Benefit	Death Benefit	Emergency Travel Benefit	Guaranteed Insurability Option	Guaranteed Yearly Renewable	Increasing Claim Benefit	Interim Cover	Nursing Care Benefit	Platinum Benefit	Recurrent Claim Benefit	Scheduled Injury Benefit	Spouse Accommodation Benefit	Rehabilitation Benefit	Rehabilitation Income Benefit	Total & Partial Disability Benefit	Unemployment Waiver	Waiver of Premium	Debt Replacement Benefit	Superannuation Maintenance Benefit	Lump Sum Option	Waiting Period Reduction	Child Income Benefit
Aviva Protection – Income Gold	O	B	B	B	B	O	B	O	B	B	O	B	B	B	B	B	B	B	B	O	O	ON	B	B
Aviva Protection – Income Excell	O	B	N	B	N	O	B	O	B	N	N	B	B	N	N	N	B	N	B	N	O	ON	B	B
Aviva Protection – Income Excell*	N	B	N	B	N	O	B	O	B	N	N	B	N	N	N	N	B	N	B	N	O	ON	B	N

B = benefit included in basic price  
 O = option at additional cost  
 ON = option at no additional cost  
 N = not available

\*where the policy is held in a superannuation fund

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

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

	Agreed Value	Indemnity
<b>Monthly Sum Insured</b>	When you take out a policy, you nominate a monthly Sum Insured up to a maximum of 75% of your Monthly Earnings (the definition of Monthly Earnings is set out on page 33). You will be paid this benefit if you become Totally Disabled, subject to proof of Monthly Earnings and the limited circumstances under which this may be adjusted, as set out in 'Maximum benefits payable offset' on page 31. For the proportion payable on Partial Disability, refer to page 24.	When you take out a policy, you nominate a monthly Sum Insured up to a maximum of 75% of Monthly Earnings (the definition of Monthly Earnings is set out on page 33). If you are Totally Disabled, subject to the limited circumstances under which this may be adjusted, as set out in 'Maximum benefits payable offset' on page 31, you will be paid the lesser of this amount and 75% of your Pre-Disability Earnings (see the definition of Pre-Disability Earnings on page 34). For the proportion payable on Partial Disability, refer to page 24.

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

## Waiting Period

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

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

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

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

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

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

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

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

## Benefit Period

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

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

Benefit Period	Expiry at policy anniversary preceding age
2 years for Sickness and Injury	65
5 years for Sickness and Injury	65
To age 60 years for Sickness and Injury	60
To age 65 years for Sickness and Injury	65
To age 70 years for Sickness and Injury	70*

*\*The Benefit Period to age 70 years is only available to people in certain occupational classes and is not available if you hold your policy in a superannuation fund. Where the Benefit Period is to age 70 years, the expiry date of the policy is the policy anniversary preceding age 65 years. However, if the insured is Totally or Partially Disabled at the policy anniversary preceding age 65 then payment of benefits will continue to the policy anniversary preceding age 70 years, or until the insured ceases to be either Totally or Partially Disabled, whichever occurs first.*

## The benefits and features

Key terms used in this section are defined on pages 33 to 34; please read those definitions carefully.

### Total Disability Benefit (standard)

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

### Partial Disability Benefit (standard)

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

If you are Disabled for longer than the Waiting Period, we will assess the impact of your Partial Disability on your earning ability.

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

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

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

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

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

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

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

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

### Waiver of Premium (standard)

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

### Recurrent Claim Benefit (standard)

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

### Waiting Period Reduction (standard)

If you apply for an income protection policy with a 730 day waiting period as an addition to an existing group income protection cover which has a two year benefit period, and you notify us that you have that group income protection with a two year benefit period, we will allow you to reduce your waiting period without the need to supply further medical evidence in the event that your group income protection cover ceases.

You can apply to reduce your waiting period from 730 days to one of these three options:

- 90 days, 180 days or 365 days.

To reduce your waiting period under this feature, you must apply in writing within 30 days of your group income protection cover ceasing. The reduced waiting period and applicable premium will take effect from your next premium due date following the change of the waiting period.

This is only available if you have an income protection policy with a 730 day waiting period with us, and no benefits are payable under this policy or the group income protection policy when you make your application to reduce your waiting period.

Upon application to reduce your waiting period, the group income protection policy must be in force and you must be ineligible to exercise any continuation or similar option under that policy and you must not have exercised any such option.

The group income protection policy under which you are insured must be held by a trustee of a superannuation fund of which you were a standard employer-sponsored member in terms of the Superannuation Industry (Supervision) Act.

### Scheduled Injury Benefit (standard)

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

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

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

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

Scheduled Injury Benefits commence upon receipt of the claim form verifying the Scheduled Injury. If you are Disabled at the end of the payment period, you must wait until your Waiting Period expires before Disability benefits become payable. This benefit is not available if your policy is held in a superannuation fund.

## Lump Sum Option (option at no additional cost)

If you select this option the Lump Sum Option provides you with the flexibility to receive your benefits as a lump sum amount if you are totally and permanently disabled.

This option may only be selected where the Benefit Period selected is to age 65.

Under this option if you meet the definition of Total and Permanent Disability, you may choose to receive a lump sum benefit instead of your monthly Sum Insured. Payment of the Lump Sum Option means that no other benefits are payable from the policy.

When you receive your monthly Sum Insured it is generally treated as assessable income and therefore taxable for income tax purposes, however payment of the Lump Sum Option would be treated in the same manner as the Total and Permanent Disability or Disability benefits as defined on pages 48 and 49 under the section relating to Taxation.

Where you select this option a portion of your premium will not be eligible for a tax deduction. See page 48.

The benefit payable under the Lump Sum Option will be the lesser of

- \$2,500,000 and
- a multiple of the monthly sum insured, where the multiple is:
  - Under age 40 multiple 180
  - Age 40 to 44 multiple 156
  - Age 45 to 49 multiple 132
  - Age 50 to 55 multiple 108
  - Age 56 and above multiply by number of complete months to benefit expiry.

If you are eligible to receive a lump sum benefit under the Lump Sum Option, we will use the multiple applicable at the date we determine that you meet the definition of Total and Permanently Disabled and not the date the request was received. For the purposes of this option the definition of Total and Permanent Disability means either

- (a) you have suffered total and irrecoverable loss of the:
  - (i) sight of both eyes, or
  - (ii) use of two limbs (where a limb is defined as one whole hand or one whole foot), or
  - (iii) sight of one eye and the use of one limb; or

(b) you have been unable to perform your own occupation for an uninterrupted period of at least three months due to Sickness or Injury and we believe, after consideration of medical and any other evidence, you are so disabled that you are unlikely ever to be able to perform your own occupation or other occupation for which you are suited by education training or experience which would pay remuneration at a rate greater than 25% of your earnings during your last 12 consecutive months of work, or

- (c) as a result of Sickness or Injury you are totally and permanently unable to perform at least two of the following five 'Activities of Daily Living':
  - (i) bathing and showering
  - (ii) dressing and undressing
  - (iii) eating and drinking
  - (iv) using a toilet to maintain personal hygiene
  - (v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

To be eligible to exercise the Lump Sum Option you must:

1. Have selected the Lump Sum Option when you took out your policy; and
2. Have received monthly Total Disability benefits for a period of at least 24 continuous months since your Total Disability commenced and remain eligible for ongoing Total Disability benefits; and
3. Send us a written request to exercise the Lump Sum Option; and
4. Meet the definition of Total and Permanent Disability as above.

The Lump Sum Option once it has been selected cannot be cancelled.

### Exclusions

The Lump Sum Option will not be payable if, in our opinion, you are diagnosed as terminally ill and likely to die within 12 months. A medical practitioner nominated by us will need to provide specified information about the nature of your illness or injury.

### Death Benefit (standard)

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

The Death Benefit is six times the monthly Sum Insured subject to a maximum of \$60,000 and is paid upon proof of death. This will be paid as a lump sum to the policy owner. Payment of the Death Benefit means that no other benefits are payable.

### Child Income Benefit (standard)

Your policy is extended to include three times the monthly Sum Insured up to a maximum of \$25,000 on the death or critical illness of all dependant children. This will be paid as a lump sum to the policy owner.

If your dependant child dies or is correctly diagnosed with one of the following critical illnesses (as defined) at any time up to the policy anniversary preceding the child's 18th birthday, we will pay the Child Income Benefit to the owner of the policy. Dependant child means the natural child, the stepchild or adopted child of the life insured.

The critical illnesses covered are:

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

The definitions of the critical illnesses are contained within the 'Medical Definitions' section of this document commencing on page 53.

Upon payment of the Child Income Benefit the cover for that dependant child will cease and no further benefit will be payable under the Child Income Benefit in respect of that dependant child.

### Maximum Sum Insured

The maximum level of cover payable under the Child Income Benefit in respect of any one dependant child is three times the monthly Sum Insured subject to a maximum of \$25,000 in aggregate with us and under any similar policy with any other insurer.

### Commencement of cover

The Child Income Benefit in respect of each dependant child will commence on the later of the following events:

- The policy anniversary following the dependant child's 2nd birthday; and
- The commencement of the policy to which the Child Income Benefit is attached.

### Termination of cover

The Child Income Benefit in respect of each dependant child will cease on the earliest of the following events:

- The policy anniversary preceding the dependant child's 18th birthday;
- Payment of the Child Income Benefit in respect of the dependant child; and
- The policy to which the Child Income Benefit is attached ends.

### Exclusions

No payment will be made if the dependant child dies or the critical illness is diagnosed, or symptoms leading to diagnosis become reasonably apparent, before or within three months of the commencement or reinstatement of the policy.

No payment will be made if the event causing the death or critical illness condition (if applicable) was caused by:

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

This benefit is not available for superannuation policies.

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

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

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

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

These critical conditions are defined in the 'Medical Definitions' on page 53.

The Critical Conditions Benefit is payable once for the same type of critical condition until the expiry date of your policy. However it will only be paid for another type of critical condition if you recovered from your prior critical condition, returned to employment and have not been receiving any benefits from this policy for at least six months. The benefit is paid monthly in advance for a total of six months.

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

The Critical Conditions Benefit will not be paid:

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

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

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

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

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

This benefit is not available if your policy is held in a superannuation fund.

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

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

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

This benefit is limited to a maximum of three times the monthly Sum Insured and is payable only once in any 12 month period. Emergency Travel Benefits are not payable on costs for which you are insured or entitled to seek reimbursement from another source.

This benefit is not available if your policy is held in a superannuation fund.

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

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

This benefit is not available if your policy is held in a superannuation fund.

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

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

This benefit is not available if your policy is held in a superannuation fund.

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

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

This benefit is not available if your policy is held in a superannuation fund.

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

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

This benefit is not available if your policy is held in a superannuation fund.

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

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

This benefit is not available if your policy is held in a superannuation fund.

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

After you have been receiving a benefit for 12 months, the amount of the benefit will be increased by the increase in the Consumer Price Index.

The Critical Conditions Benefit will cease on the earlier of the policy expiry or policy anniversary preceding age 65.

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

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

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

This benefit is not available if your policy is held in a superannuation fund.

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

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

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

## Superannuation Maintenance Benefit (optional at additional cost)

This option will allow you to maintain your superannuation contributions during a period of Disability. The Superannuation Maintenance Benefit is the amount that we will pay out of your insurance in your name to your nominated superannuation fund as a personal contribution by you during any period of Total or Partial Disability.

You can insure up to 100% of your superannuation contributions made by you or your employer in the 12 months preceding the application, subject to a minimum of 5% of your gross Monthly Earnings and a maximum of 15% of your gross Monthly Earnings.

Should you select this benefit, the amount of the superannuation Maintenance Benefit will not be included as income for the purposes of determining your monthly Sum Insured under this policy. That is, your monthly Sum Insured will be based on your Monthly Earnings after deduction of your Superannuation Maintenance Benefit.

If you and your employer combined contribute at a rate in excess of 15% to your superannuation fund the excess amount over 15% paid by us may be included as income for the purposes of determining your monthly Sum Insured.

If you include the Superannuation Maintenance Benefit, this amount together with the monthly Sum Insured will be restricted to the maximum monthly Sum Insured of \$30,000.

The Superannuation Maintenance Benefit, when selected, is payable in respect of the following benefits: Total Disability Benefit, Partial Disability Benefit, Scheduled Injury Benefit, Critical Conditions Benefit, Nursing Care Benefit and Accident Benefit Option.

If you receive a proportion of your monthly Sum Insured, then the Superannuation Maintenance Benefit will be reduced in the same proportion as the monthly Sum Insured.

We will pay the Superannuation Maintenance Benefit directly to your nominated superannuation fund only while you are eligible to make personal contributions to superannuation. The Superannuation Maintenance Benefit will only be payable in circumstances permitted by the superannuation and taxation legislation. The superannuation fund must be a regulated superannuation fund or retirement savings account.

In the event of a claim, details of your superannuation fund or retirement savings account will need to be provided to enable payment of the benefit.

Once selected and should a claim be made you cannot convert the Superannuation Maintenance Benefit to any other type of benefit. It will be paid while you continue to be entitled to benefits under the policy. The Superannuation Maintenance Benefit cannot be cancelled or removed while you are receiving benefits under the policy.

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

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

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

This benefit is not available if your policy is held in a superannuation fund.

## Debt Replacement Benefit (optional at additional cost for Aviva Protection – Income Gold only)

This option provides you with the ability to maintain an income to cover your personal ongoing debt expenses if you are Disabled and is payable in addition to any other benefits (excluding the Death Benefit) payable under the policy.

By selecting this option, you may nominate up to 100% of your Allowable Personal Expenses.

Allowable Personal Expenses consist of:

- Home Mortgage – the percentage share of the minimum monthly mortgage repayments attributable to your contribution to the household income
- Personal Equity or Overdraft facilities
- Personal residential and commercial property investment linked loans
- Personal Motor Vehicle leases and/or loans
- Private School Tuition fees – the percentage share attributable to your contribution to the household income
- Loans in your name, family trust or company for which you are personally liable.

but specifically exclude any expenses for which you are not personally liable or any expenses relating to the running of your business (if applicable).

### Payment of Benefits

The Debt Replacement Benefit will be payable in conjunction with the following benefits: Total Disability Benefit, Partial Disability Benefit, Scheduled Injury Benefit, Critical Conditions Benefit, Nursing Care Benefit and Accident Benefit Option.



The benefits will be payable for a maximum of 12 months in respect of any one claim and are restricted to a cumulative total of 24 months over the life of the policy.

The benefit payable will be the lesser of:

- The debt replacement monthly Sum Insured; and
- 1/12th of the Allowable Personal Expenses during the past 12 months immediately preceding Disability.

If you receive a proportion of your monthly Sum Insured, then the Debt Replacement Benefit will be reduced in the same proportion as the monthly Sum Insured.

#### **Debt Replacement Sum Insured**

The benefit is only available if your aggregate Monthly Earnings for the preceding 12 months are at least \$295,000 and you have, or are applying for, death cover with us of at least \$1,000,000, and the Benefit Period selected is to age 60, 65 or 70.

The minimum monthly debt replacement Sum Insured under this benefit is \$1,000.

The maximum monthly debt replacement Sum Insured under this benefit is \$16,000.

If you include the Debt Replacement Benefit, the total of the Debt Replacement Benefit, monthly Sum Insured and the Superannuation Maintenance Benefit cannot exceed \$40,000.

Where you have an Aviva Income Protection – Business Expenses policy in conjunction with this policy the total of the benefits under the Superannuation Maintenance Benefit, monthly Sum Insured, Debt Replacement Benefit and the Aviva Income Protection – Business Expenses policy cannot exceed \$70,000.

The maximum age at which this option can be purchased is 55 next birthday. The option ceases at the policy anniversary proceeding age 60.

#### **Cessation of benefits**

The payment of the Debt Replacement Benefit ceases on the earliest of the following:

- 12 months benefits have been paid in respect of any one claim;
- 24 months cumulative benefits have been paid in respect of all claims;
- the date your Disability ceases;
- you die;
- the Expiry Date as shown on your policy schedule; and
- the termination of the policy.

This benefit is not available if your policy is held in a superannuation fund.

The following additional features are explained on page 42:

##### **Indexation of benefit**

##### **Upgrade guarantee**

##### **24 hour world wide cover**

The following feature is explained on pages 61 to 63.

##### **Interim Accident Cover**

## **Matters affecting payment of benefits**

### **Unemployment**

If you are unemployed, or on maternity or paternity leave, for more than 12 months immediately before becoming Totally Disabled, then paragraph (a) in the definitions of 'Total Disability' set out on page 33 is replaced by 'you are unable to perform any occupation for which you are reasonably suited by education, training or experience.' If you are on sabbatical leave or study leave from your employer or long service leave this will not be considered as unemployment.

### **Maximum benefits payable offset**

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

If you hold your policy in a superannuation fund, in addition to the offsets below there may be circumstances where the trustee may not be able to pass the benefits to you (see page 44).

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

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

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

In these circumstances:

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

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

(iii) your Partial Disability Benefit may be reduced so that the total of your Monthly Earnings and your monthly Partial Disability Benefit (as limited by this condition) is not greater than 100% of your Pre-Disability Earnings.

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

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

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

$$A \times B \times C$$

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

## For Indemnity Policies Only

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

- (i) you are eligible to receive benefits from a pre-existing disability insurance or salary continuance policy from us or any other insurer which you had not disclosed when applying for this policy; or

(ii) the occupation class shown on your policy schedule is not AAA, MP or LP and you are eligible to receive any income provided by or arranged by an employer, partnership or business including sick leave; or

(iii) the occupation class shown on your policy schedule is not AAA, MP or LP and a workers compensation payment or other legislated payment is received in respect of loss of income and in calculating the payment the relevant tribunal or authority did not or could not take into account entitlements under this policy.

In these circumstances:

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

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

- (i) lump sum or income benefits under other insurance policies, except as described above; or

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

## Concurrent benefits

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

In the event that you are entitled to more than one Benefit the Benefit that results in the greater Benefit amount will be payable.

## Payment of benefits

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

## Continuation of insurance cover

If at the policy expiry you are not Disabled you will have the option to apply to us for an insurance policy with a Daily Living Benefit for the lesser of the monthly Sum Insured at policy expiry or \$5,000 (or such other amount as advised by us from time to time) without the requirement to provide any medical evidence.

## Definitions

The following defined terms are used above:

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

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

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

**Deemed Disability** means that whilst the policy is in force you have suffered one of the Scheduled Injuries see page 25 (or a Critical Condition if your policy is Gold see page 28).

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

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

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

**Monthly Earnings** is

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

It includes:

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

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

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

**Partial Disability or Partially Disabled** means that:

- (a) solely because of Sickness or Injury:
- (i) you are working in your regular occupation on a partial basis, or
  - (ii) you are working in another occupation, or
  - (iii) you are not working in any gainful occupation even though you are capable of undertaking all the important income producing duties of your regular occupation at least on a partial basis; and

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

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

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

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

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

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

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

For agreed value policies, the following definition applies:

**Pre-Disability Earnings** is your highest average Monthly Earnings for any period of 12 consecutive months between the period one year prior to the Commencement Date and the date of your Disability.

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

For indemnity policies, the following definition applies:

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

Pre-Disability Earnings is the greater of:

- your average Monthly Earnings for the 12 months immediately prior to the date of your Disability, and
- your average Monthly Earnings over the three years immediately preceding the date of your Disability.

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

## Making a claim

### Notice of claim

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

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

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

## Level of cover

### Minimum Sum Insured

\$1,000 per month.

### Maximum Sum Insured

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

50% of next \$150,000 p.a. of gross income after Business Expenses, and

25% of gross income p.a. after Business Expenses thereafter.

Subject to a maximum Sum Insured of \$30,000 per month.

## Termination of policy

Your policy terminates on the earliest of:

- the Expiry Date shown on the schedule, or
- the death of the life insured, or
- when we receive your written request for cancellation, or
- if any required premium or instalment is not paid by the due date. Your policy will cease 30 days after we give you notice of cancellation, if the premium remains unpaid.

Where the Benefit Period to age 70 has been chosen, the policy terminates at the policy anniversary prior to age 65, but claim payments may continue past that date, as explained on page 24.

## Exclusions

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

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

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

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

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

# Aviva Protection – Income Daily Living

Aviva Protection – Income Daily Living provides income replacement while you are Substantially Disabled as a result of either Sickness or Injury. Payments are made until the end of the chosen benefit period. This policy cannot be held through a superannuation fund.

## Aviva Protection – Income Daily Living: a snapshot of what this cover includes

	Daily Living Benefit	Death Benefit	Guaranteed Yearly Renewable	Automatic CPI Linking Benefit	Interim Cover	Recurrent Claim Benefit	Waiver of Premium	Critical Conditions Benefit	Child Income Benefit
Aviva Protection – Income Daily Living	B	B	B	B	B	B	B	B	B

B = benefit included in basic price

## Monthly Sum Insured

When you take out a policy, you nominate a monthly Sum Insured up to the greater of \$3,000 or a maximum of 75% of your Monthly Earnings (the definition of Monthly Earnings is set out on page 33). You will be paid this benefit if you become Substantially Disabled, subject to proof of Monthly Earnings and the limited circumstances under which this may be adjusted, as set out in 'Maximum benefits payable offset' on page 36.

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

When you apply for the policy, you must choose the amount of income replacement payable on Sickness or

Injury. This is called the monthly Sum Insured. In addition to selecting the Sum Insured, you must also select a Waiting Period and Benefit Period.

## Waiting Period

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

Your choice of Waiting Period depends on your choice of Benefit Period. Your financial adviser will be able to assist you with this choice.

If you choose a two year Benefit Period, you have the choice of Waiting Periods of 30 days, 60 days, 90 days, and 180 days.

If you choose a Benefit Period to age 65 years you also have the choice of Waiting Periods of 365 and 730 days.

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

The Waiting Period commences on the date that you receive advice of Substantial Disability from a medical practitioner.

In circumstances where it can be substantiated that Substantial Disability had begun earlier than the date of receiving advice from a medical practitioner, the date of commencement may be backdated by up to seven days with medical certification.

# Aviva Protection – Income Daily Living continued

## Benefit Period

The Benefit Period is the maximum period of time for which the monthly benefit is payable, whilst you are Substantially Disabled due to Injury or Sickness.

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

Benefit Period	Expiry at policy anniversary preceding age
2 years for Sickness and Injury	70
To age 65 years for Sickness and Injury	65

## Daily Living Benefit (standard)

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

## The features

Each of the following features is provided on the terms set out on pages 25 to 28.

**Waiver of Premium (standard)**

**Recurrent Claim Benefit (standard)**

**Death Benefit (standard)**

**Critical Conditions Benefit (standard)**

**Child Income Benefit (standard)**

The following additional features are explained on page 42:

**Indexation of benefit**

**Upgrade guarantee**

**24 hour world wide cover**

The following feature is explained on pages 61 to 63.

**Interim Cover**

## Matters affecting payment of benefits

### Maximum benefits payable offset

The maximum Daily Living Benefit under the policy may be reduced in certain circumstances.

The maximum amount payable under the Daily Living Benefit will be reduced if:

- (i) you are eligible to receive benefits from a pre-existing disability insurance or salary continuance policy from us or any other insurer which you had not disclosed when applying for this policy; or
- (ii) you are eligible to receive any income provided by or arranged by an employer, partnership or business including sick leave; or

- (iii) a workers compensation payment or other legislated payment is received in respect of loss of income and in calculating the payment the relevant tribunal or authority did not or could not take into account entitlements under this policy.

In these circumstances:

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

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

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

### Payment of benefits

Benefits are payable to you monthly in arrears. Benefits for periods of less than one month will be paid pro rata based on a 30 day month.

## Definitions

The following defined terms are used above:

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

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

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

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

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

**Monthly Earnings** is:

- (a) where you do not directly or indirectly own the business or professional practice from which you earn your regular income, the total monthly value of your remuneration in respect of the performance of your regular occupation. It includes:
- salary,
  - fees,
  - commission,
  - bonuses,
  - regular overtime,
  - and fringe benefits.

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

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

**Pre-Disability Earnings** is your highest average Monthly Earnings for any period of 12 consecutive months between the period one year prior to the Commencement Date and the date of your Disability.

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

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

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

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

**Substantially Disabled or Substantial Disability** means, as certified by a medical practitioner, that solely because of Injury or Sickness:

- (a) you are totally unable to perform at least two of the following five "Activities of Daily Living" without the assistance of another adult:
- (i) bathing and showering
  - (ii) dressing and undressing
  - (iii) eating and drinking
  - (iv) using a toilet to maintain personal hygiene
  - (v) moving from place to place by walking, wheelchair or with assistance of a walking aid, or
- (b) you are suffering from a significant cognitive impairment requiring ongoing continuous care and supervision of another adult.

# Aviva Protection – Income Daily Living continued

## Making a claim

### Notice of claim

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

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

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

## Level of cover

### Minimum Sum Insured

\$1,000 per month.

### Maximum Sum Insured

The greater of \$3,000 or 75% of first \$250,000 p.a. of gross income after Business Expenses, subject to a maximum Sum Insured of \$5,000 per month.

## Termination of policy

Your policy terminates on the earliest of:

- the Expiry Date shown on the schedule, or
- the death of the life insured, or
- when we receive your written request for cancellation, or
- if any required premium or instalment is not paid by the due date. Your policy will cease 30 days after we give you notice of cancellation, if the premium remains unpaid.

## Exclusions

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

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

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

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

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



# Aviva Protection – Income Business Expenses

Aviva Protection – Income Business Expenses provides you with income cover for your business expenses if you are disabled. If you are unable to work because of a Sickness or Injury you will receive a monthly benefit for up to one year after the waiting period for any one claim. This policy cannot be held through a superannuation fund.

## Aviva Protection – Income Business Expenses: a snapshot of what this cover includes

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

B = benefit included in basic price

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

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

### Monthly Benefit

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

### Waiting Period

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

### The benefits and features

Key terms used in this section are defined on pages 40 and 41; please read those definitions carefully.

#### Total Disability Benefit

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

#### Partial Disability Benefit

If you are Partially Disabled a portion of the Monthly Benefit will be payable to you based upon the following formula.

$$\frac{(A - B) \times C}{A}$$

Where:

- A is your Pre-Disability Business Income.
- B is your Business Income for the month in which the Partial Disability Benefit is claimed, before any benefit is payable under the policy to a minimum of zero.
- C is the lesser of the Monthly Benefit and the Allowable Business Expenses for that month.

The Partial Disability Benefit begins to accrue from the day after you are no longer Totally Disabled, or the day after the end of the Waiting Period, whichever is the later. It is paid monthly in arrears, and will stop at the end of the Benefit Period or

# Aviva Protection – Income Business Expenses continued

when you cease to be Partially Disabled or when your Business Income equals or exceeds your Pre-Disability Business Income, whichever is the first to occur.

## Death Benefit

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

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

## Benefit Period

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

The Benefit Period commences at the end of the applicable Waiting Period and is payable for a maximum of 12 months.

## Extension of Benefit Period

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

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

whichever occurs first.

## Waiver of Premium

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

## Recurrent Claim Benefit

The Recurrent Claim Benefit is described on page 25.

The following additional features are explained on page 42:

**Indexation of benefit**

**Upgrade guarantee**

**24 hour world wide cover**

The following feature is explained on pages 61 to 63.

**Interim Cover**

## Definitions

The following defined terms are used above:

### Allowable Business Expenses

means your share of the normal day to day expenses of your business actually incurred by you and include, but are not limited to:

- accounting and audit fees
- bank charges
- equipment hire and motor vehicle leases
- business related insurance (excluding premiums for this policy)
- rent and regular interest instalment payment on business mortgage or loan
- electricity, gas, water, heat, laundry, telephone, cleaning
- business property rates and taxes
- telephone costs
- regular advertising costs
- subscriptions/fees/dues to professional associations

- salaries of employees who do not generate sales income or billings, and costs directly related to salaries (e.g. superannuation and other such fixed expenses which are normal in the operation of your profession, business or occupation)
- net cost of a locum (a person sourced external to your business and who is a direct replacement for you whose gross sales, income or billings are less than the fees incurred for that locum).

The following are specifically excluded:

- your personal salary, fees, drawings or any other remuneration
- cost of remuneration for members of your family (unless they were employed at least 30 days before the date you became disabled) or any person who is not your employee
- the salaries and superannuation contributions of employees who generate sales, income, or billings for your business
- cost of goods or equipment used in your profession, business or occupation
- depreciation
- payment of principal on business mortgages or loans
- premiums for this policy

**Business Income** is your share of the gross income generated by the business before expenses and tax.

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

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

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

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

- (i) the monthly Sum Insured, and
- (ii) 1/12<sup>th</sup> part of the Allowable Business Expenses actually incurred by you in the operation of your profession, business or occupation during the 12 months immediately preceding your Total Disability and which continue during that Total Disability.

If the Monthly Benefit payable, together with any benefit payable under any other disability policy with NULAL or any other insurer deemed by us to be business expenses insurance, exceeds in any month the Allowable Business Expenses which are incurred during that month then the Monthly Benefit will be reduced by the excess.

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

- (a) you are working in your regular occupation on a partial basis, or
- (b) you are working in another occupation, or
- (c) you are not working in any gainful occupation even though you are capable of undertaking all the important income producing duties of your regular occupation at least on a partial basis; and
- (d) your Monthly Earnings are less than your Pre-Disability Earnings; and
- (e) you are following the advice of a Medical Practitioner.

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

**Pre-Disability Business Income** is 1/12<sup>th</sup> of your share of the gross income generated by the business before expenses and tax in the 12 months immediately prior to you becoming disabled.

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

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

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

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

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

## Level of cover

### Minimum sum insured

\$1000 per month.

### Maximum sum insured

Up to 100% of the eligible Business Expenses.

Subject to a maximum Sum Insured of \$40,000 per month.

## Termination of policy

Your policy will automatically terminate on the earliest of:

- the Expiry Date as shown on the policy schedule, or
- the death of the life insured, or
- when we receive your written request for cancellation, or
- if any required premium or instalment is not paid by the due date. Your policy will cease 30 days after we give you notice of cancellation, if the premium remains unpaid.

## Exclusions

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

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

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

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

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

# Additional Features – all products

Aviva Protection – Life

Aviva Protection – Recovery Money

Aviva Protection – Flexible Recovery Money

Aviva Protection – Stand Alone Recovery Money

Aviva Protection – Income Gold

Aviva Protection – Income Excell

Aviva Protection – Income Daily Living

Aviva Protection – Income Business Expenses

## Indexation Benefit

Each policy automatically provides increases in the benefits by the greater of the percentage increase in the CPI or 5%, without further medical evidence.

The increases are applied on each policy anniversary. You have the right to refuse an increase in any year. You may cancel the Indexation Benefit at any time.

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

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

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

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

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

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

## Upgrade Guarantee

Should we improve the benefits under the policy, where such improvements result in no increase in premium rates, we will automatically add these benefit improvements to the policy.

The benefit improvements will not apply to claims:

- (a) where the illness was diagnosed or investigated; or
- (b) where the injury occurred prior to the effective date of the improvement.

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

## 24 hour worldwide cover

Each policy provides 24 hour worldwide cover.

# Holding your policy in your superannuation fund

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

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

The trustee will determine how the benefits may be paid to you in accordance with the relevant trust deed and superannuation law. If any part of the superannuation benefit is required to be preserved, then it must be held in a superannuation fund until you satisfy a condition of release (as defined on page 44).

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

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

To apply for membership of the Trust you will need to complete the application form contained within Section 19 commencing on page 83.

If you are a member of the Navigator Personal Retirement Division ('the Plan') we can arrange for your policy to be held by the Plan. To do so please complete Sections 20 and 25(b) of the application form. Alternatively, you can arrange for your policy to be held through another complying superannuation fund of which you are a member. To do so, you and the trustee of the fund will need to complete the application contained within Section 21 of the application form commencing on page 87.

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

cover the life insured under a non-superannuation policy owned by you or any alternative party you nominate.

## Nomination of beneficiaries Binding Death Benefit Nominations

You may be able to direct the trustee of your superannuation fund as to how your benefits are to be distributed on your death.

If you hold your policy in the Trust, you can make a Binding Death Benefit Nomination. You may specify dependants and/or your estate as beneficiaries and nominate the appropriate proportion of your benefits payable to each. If you wish to make a Binding Death Benefit Nomination, please complete the form contained within Section 19 of the application form commencing on page 83.

If you are a member of the Plan and wish to make a Binding Death Benefit Nomination please complete the form contained within your Navigator Personal Retirement Plan application, or please contact Client Services on 1800 653 710.

## Non Binding Nominations

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

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

If you hold your policy through the Trust, you may elect to make a non-binding nomination by completing the form contained within Section 19 of the application form commencing on page 83.

If you are a member of the Navigator Personal Retirement Plan and wish to make a non-binding nomination, please contact Client Services on 1800 653 710.

## Eligible dependants

A dependant can only be one of the following:

- your spouse (including de facto spouse)
- any of your children (any age)
- other dependants:
  - any other person with whom, in the opinion of the trustee, you have an interdependency relationship
  - any other person who is in the opinion of the trustee, financially dependant on you

Two people (whether or not related by family) have an interdependency relationship if:

- they have a close personal relationship, and
- they live together, and
- one or each of them provides the other with financial support, and
- one or each of them provides the other domestic support and personal care.

If either of the two people suffers from a physical, intellectual or psychiatric disability that prevents them from satisfying these requirements, they have an interdependency relationship if they have a close personal relationship.

## Superannuation-owned life insurance

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

## Continuation feature

If your Aviva Protection – Life policy has been set up under a superannuation fund it will usually expire by the policy anniversary before your 75th birthday. If you wish to continue your cover, you

# Holding your policy in your superannuation fund continued

have three months to apply for a death cover under a new non-superannuation

Aviva Protection – Life policy for the same Sum Insured without having to provide further medical evidence.

## Conditions of release

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

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

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

OR;

- You commence a 'Transition to Retirement income stream' after preservation age; or
- You reach age 65

A benefit may be paid before this if you die, or meet the regulatory requirements of:

- permanent incapacity,
- temporary incapacity,
- terminal medical condition,
- severe financial hardship (as determined by law), or
- compassionate grounds (determined by the relevant Government authority)

Please note that not all claims for lump sum Disability Benefits will necessarily meet the definition of permanent incapacity under superannuation law.

Where this is the case the trustee will hold the monies in a superannuation fund until you satisfy another condition of release.

The trustee may not pass income protection policy benefits to you unless you meet temporary incapacity. Temporary incapacity, if you have ceased to be gainfully employed (including ceasing temporarily to receive any gain or reward under a continuing arrangement for you to be gainfully employed), means ill-health (whether physical or mental) that caused you to cease to be gainfully employed but does not constitute permanent incapacity.

Even if you meet temporary incapacity, the trustee may not be able to pass benefits to you or may reduce benefits if you receive any income provided or arranged by an employer, partnership or business including fully paid sick leave or if Government regulations otherwise limit the benefit that may be paid. Where this is the case the monies will be held in a superannuation fund until you satisfy a condition of release. A benefit can only be paid for the period of temporary incapacity.

In addition to meeting a condition of release it is also a requirement of Australian anti-money laundering and counter-terrorism financing legislation that the providers of financial products and services conduct customer identification before any payments may be made from a superannuation fund. As such the superannuation fund will be required to obtain this information prior to any benefits being released.

## Tax File Numbers

Where your policy is held in the Trust, the Trustee is authorised under the Superannuation Industry (Supervision) Act to collect your Tax File Number ('TFN').

If you are employed, your employer is required to give us your TFN if you have quoted it to them for employment

purposes after 30 June 2007, and it makes a superannuation contribution for you to us.

**You are not required by law to provide your TFN to the Trustee, however if you apply for policies through the Trust and you or your employer have not provided your TFN, we will not be able to accept your application for membership of the Trust.**

If your TFN is provided, the Trustee must safeguard it and only use it for lawful purposes, which currently include the following and may change in the future:

- providing your TFN and other information to the Australian Taxation Office (ATO) – we are required to advise details of all contributions paid by you or for you to the ATO;
- calculating tax on any benefits you may be entitled to;
- finding or identifying other superannuation fund interests you may have;
- in the future, providing your TFN to another fund trustee or retirement saving account provider to whom your benefit is to be transferred. We will not provide your TFN if you write to the Trustee and tell us not to. We will not disclose your TFN to anyone else.

You do not have to provide your TFN to your superannuation fund trustee, and declining to do so is not an offence. However if your TFN is not provided to a fund, then:

- the trustee may not be able to accept your contributions, or contributions may be subject to tax at the highest marginal rate plus the medicare levy;
- you may pay more tax on your benefits than you have to (you can claim this back at the end of the financial year in your income tax return);
- it may be more difficult to locate or consolidate your superannuation benefits in the future.

# Charges

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

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

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

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

## Premiums and charges

### Premiums

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

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

Application for the Aviva Protection*first* range can only be made after you receive a premium quotation from your adviser, a copy of which must accompany your application form. We will not accept an application that does not have the quotation attached to it.

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

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

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

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

## Charges continued

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

Two options are available:

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

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

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

### Income policies only:

Two options are available:

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

**Level Premiums:** If you choose level premiums, your premium is calculated at the commencement of the policy. Your level premium may change if there is an alteration to your Sum Insured and will automatically change to a stepped premium at the policy anniversary preceding your 65th birthday.

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

### Minimum Premiums

The following minimum premium requirements apply:

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

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

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

### Income policies only:

Minimum premium requirements do not apply for Income policies.

### Policy fee

An annual policy fee applies to the policies, with the current fee applying until 31 March 2009. The policy fee can be periodically amended, but never at a rate greater than the rate of increase in the Consumer Price Index ('CPI') since any previous amendment in the policy fee for equivalent policies.

The policy fees are:

Description	Fee
Life	\$90.00
Recovery Money	\$90.00
Flexible Recovery Money	\$0.00
Stand Alone Recovery Money	\$90.00
Income (all policies)	\$90.00

### Review of rates

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

If we change premium rates, the premium for your policy will only change from your next policy anniversary. However, if you alter your policy details during the year, we will recalculate your premium based on the rates applicable at the time you request the alteration.

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

We do not provide a premium rate guarantee.

### Stamp duty rates

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

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

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



## Government taxes and charges

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

## Goods and Services Tax

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

## Financial Adviser Remuneration

If you purchase a policy from the Aviva Protection*first* range through a financial adviser, we pay your financial adviser remuneration for selling this policy. The payment is already incorporated within the premium applicable to your policy.

Your financial adviser has to meet their expenses from this remuneration and they also rely on it to provide an income.

In addition to any payment for selling your policy, we may make payments to licensees based on commercial arrangements. We may also make payments to licensees, or financial advisers, to enable them to provide educational or marketing support. These payments are made by us and do not involve extra charges to you.

## Additional benefits to financial advisers

In return for the promotion and marketing of Aviva Protection*first*, we may pay the licensee, with whom your financial adviser is an authorised representative, remuneration based on the overall volume of business they generate with us. Part of this remuneration may be passed onto your financial adviser by the licensee. Any such remuneration is not an additional charge to you. We may also provide your financial adviser and/or licensee with non-monetary benefits (such as airfares, accommodation, conferences, technical support, etc) known as alternative forms of remuneration.

We are required to comply with the Investment and Financial Services Association Ltd/Financial Planning Association Industry Code of Practice on Alternative Forms of Remuneration in the Wealth Management Industry ('the Code'). The Code requires us to maintain a register that records forms of alternative remuneration which we pay to distributors of our products or we receive from providers of products made available through us. Registers are required to be maintained by investment managers, platform providers, licensees and representatives.

A copy of our register may be accessed by contacting Investor Services on 1800 653 710.

Your financial adviser is required to provide details of the remuneration they receive in the Statement of Advice they must provide to you.

## Termination for non-payment

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

## Surrender value

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

## Statutory Fund

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

# Taxation

This section contains general information about significant tax implications relating to non-superannuation and superannuation Aviva Protectionfirst products.

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

## Taxation – non-superannuation

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

We do not deduct tax from your income protection benefit payments (including any Superannuation Maintenance Benefit payments), it is your responsibility to declare this as assessable income.

\* If you select the Lump Sum Option approximately 10% of your premium will not be tax deductible. We will provide the details within your annual statement that we provide to you. If you receive the benefits under the Lump Sum Option, this amount will not be treated as assessable income.

## Taxation – superannuation

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

Where your insurance cover is held by a superannuation fund the premiums are counted towards the contribution limits as explained below.

## Tax deductions for contributions

### Limits on contributions

The Government has imposed caps on the amount of contributions you can make to a superannuation fund in a financial year. The size of the limit depends on the type of contribution.

### Concessional contributions

Concessional contributions generally include any contribution made by or on your behalf that is included in the assessable income of the Trust.

This includes all:

- contributions made on your behalf by your employer
- personal contributions for which a deduction is claimed
- contributions made for you by a third party, other than your spouse

Concessional contributions are capped at \$50,000 per financial year. This limit will be indexed to AWOTE (Average Weekly Ordinary Time Earnings) each year. However the indexed amount will be rounded down to the nearest multiple of \$5,000.

If your total concessional contributions to all superannuation funds exceed this cap, you may receive an excess concessional contributions tax assessment. As Aviva Protectionfirst products are for insurance cover only, you will not be able to source funds from these products to pay this tax.

A transitional cap of \$100,000 per financial year applies to individuals age 50 or more for concessional contributions until 30 June 2012.

As a consequence the Trust will not accept applications for insurance where your concessional contributions to pay the premiums exceeds this limit.

### Non-concessional contributions

Non-concessional contributions generally include any contribution made by you or on your behalf that is not included in the assessable income of the superannuation fund. This includes:

- personal contributions for which a deduction is not claimed
- spouse contributions
- government co-contributions (not counted towards the non-concessional contribution cap)

Non-concessional contributions are capped at three times the current concessional contributions cap, that is, \$150,000 for the 2007/08 financial year. Individuals under age 65 as at 1 July may bring forward two years cap.

The Trust cannot accept contributions in excess of \$450,000 (or \$150,000 for individuals aged 65 or older at the previous 1 July).

If your total non-concessional contributions to all superannuation funds exceed this cap, you may receive an excess non-concessional contributions tax assessment.

As Aviva Protection*first* products are for insurance cover only, you will not be able to source funds from these products to pay this tax.

As a consequence the Trust will not accept applications for insurance where your non-concessional contributions to pay the premiums exceeds this limit.

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

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

### Tax on contributions

All complying superannuation funds pay tax at a rate of 15 per cent on concessional contributions and trustees will deduct appropriate amounts from the members' accounts. This will be nil for contributions used wholly for the payment of life insurance premiums where the TFN has been provided, as the superannuation fund receives an offsetting tax deduction for the premium payment.

## Taxation of Death and Disability Benefits

### Death Benefits

Concessional taxation may apply on Death Benefits paid to dependants.

Death benefits are tax free when paid to a 'death benefits dependant', which can be a spouse (including de facto spouse), a child aged less than 18, a person with whom you have an interdependency relationship (refer to page 43), or a financial dependant (who could be a former spouse). Adult children are not death benefit dependants for tax purposes unless they meet one of the other relationships with the deceased member listed above as well being their child.

Death benefits paid to a deceased member's legal personal representative are also tax free provided they are distributed from the estate to one or more death benefits dependants.

Where the benefit is paid directly to a person who is not a death benefits dependant, it is taxed as a superannuation lump sum benefit received by them and PAYG withholding amounts may be deducted (special rates as high as 31.5% can apply).

PAYG withholding instalments are not deducted by the trustee from death benefits paid to a deceased member's estate. Taxation on the benefit is the responsibility of the executor or trustee of the estate.

### Terminal Illness Benefit

If the trustee of the superannuation fund in which your policy is held is able to release the Terminal Illness Benefit to you because you fulfil the terminal medical condition requirements of superannuation legislation, your benefit will be tax free.

### Disability benefits

If the trustee of the superannuation fund in which your policy is held is able to release your Disability Benefit because you fulfil the permanent incapacity requirements of superannuation legislation, your benefit may also qualify for concessional treatment as a 'disability superannuation benefit' for tax. This results in an additional tax free amount being calculated, as well as the usual tax free component for a lump sum superannuation benefit paid to you or rolled over.

If the trustee is unable to release the Disability Benefit received from a particular policy immediately, the monies will be held in the fund until you meet a condition of release; see page 44. At the time of eventual payment, a lump sum benefit will be treated as an ordinary superannuation benefit and will be taxed accordingly.

### Total and Partial Disability Benefits

If the trustee of the superannuation fund in which your policy is held is able to release the Total or Partial Disability Benefit to you because you fulfil the temporary incapacity requirements of superannuation legislation, your benefit will be treated as assessable income and subject to PAYG tax.

The taxation position detailed is a general statement only and individual circumstances may be quite different.

The above tax interpretation reflects our current understanding of the tax laws as at the date of this document. You should consult your financial and/or taxation advisers, in respect of your specific circumstances.

# Complaints

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

## Non-superannuation

We have a procedure for dealing with any enquires and complaints you may have.

Quite often, problems can be solved over the phone, but in some cases you may be requested to write to us, particularly if there are some complex issues. Our Client Support team can be contacted on 1800 626 110.

Any written enquiries or complaints should be sent and marked to the attention of:

Complaints Officer  
Aviva Australia Ltd  
GPO Box 2567W  
Melbourne Vic 3001

Complaints that cannot be resolved during the initial discussion, or complaints made in writing, will be acknowledged by us in writing within 14 days. We will attend to your complaint in a timely manner and will make all reasonable endeavours to advise you of the decision we make within 45 days after the receipt of the complaint.

If you are not satisfied with the outcome of any complaint, or the complaint is not resolved within 45 days, you may contact the Financial Ombudsman Service.

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

GPO Box 3  
Melbourne Victoria 3001

Quote member no: 1018  
Fax: 03 9613 6399  
Website: [www.fos.org.au](http://www.fos.org.au)

## Superannuation

Complaints in relation to superannuation policies should first be attempted to be resolved through the relevant superannuation fund. For policies held in the Trust or the Plan, the Trustee has set up formal internal procedures for dealing with complaints within 90 days. Our Client Support Team phone number is 1800 626 110.

We may be able to solve the problem over the phone, alternatively you may wish to put your complaint in writing and address it to the attention of:

Complaints Officer  
Aviva Australia Ltd  
GPO Box 2567W  
Melbourne Vic 3001

If you are not satisfied with the outcome of any complaint or if your complaint is not resolved within 90 days, you may lodge a complaint in writing to the Superannuation Complaints Tribunal ('SCT'). The SCT is an independent body set up by the Commonwealth Government to help resolve complaints about decisions by superannuation funds in relation to members (as opposed to decisions related to the management of the fund as a whole).

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

Locked Bag 3060  
GPO Melbourne Victoria 3001  
Telephone: 1300 780 808  
Fax: 03 8635 5588  
Website: [www.sct.gov.au](http://www.sct.gov.au)

# Other important information

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

## Eligibility

### Non-superannuation – are you eligible?

Cover type	Minimum entry age	Maximum entry age	Expiry Age
Death Benefit	11	70	90
Disability Benefit (TPD)	17	64	90*
Critical Illness Benefit	17	64	90*
Child Critical Illness Benefit	3	16	21
Income Protection Benefit	20	60	65
Daily Living Benefit	20	65	70

\* The Disability Benefit definition will automatically convert to 'being unable to perform the Activities of Daily Living' (as defined on page 5) at the policy anniversary prior to your 65th birthday.  
The Critical Illness Benefit definition will automatically convert to 'being unable to perform the Activities of Daily Living' (as defined on page 5) at the policy anniversary prior to your 70th birthday.

If you select the Stand Alone Recovery Money policy the Critical Illness and Disability Benefit maximum entry age is 60 next birthday.

### Superannuation – are you eligible?

Cover type	Minimum entry age	Maximum entry age	Expiry Age
Death Benefit	18	70	75
Disability Benefit (TPD)	18	65	75*
Income Protection Benefit	20	60	65

\* The Disability definition will automatically convert to 'being unable to perform the Activities of Daily Living' (as defined on page 5) at the policy anniversary prior to your 65th birthday.

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

For a member from age 70 to less than 75 a superannuation fund can only accept mandated employer contributions, or personal contributions and voluntary employer contributions where you have worked at least 40 hours in any period of 30 consecutive days in a financial year. Once this condition has been met, you can contribute for the rest of that financial year.

## Information on your policy

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

## About the Insurer

### Norwich Union Life Australia Limited – Insurer

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

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

Postal Address:  
**GPO Box 2567W**  
**Melbourne Vic 3001**  
**Telephone: (03) 9829 8989**  
**Facsimile: (03) 9820 1534**

## Cooling-off period

You have 28 days from the earlier of:

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

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

Note that if you cancel your policy more than 28 days after the relevant date you may not receive a refund of any premium you have paid.

# Personal information

Privacy rules covering all personal information held by organisations regulate, among other matters, the way the organisations collect, use, disclose, keep secure and give people access to personal information.

In this section 'we', 'us' and 'our' means any or all of Aviva Australia Holdings Limited ABN 38 095 045 784 and each of its related companies within the Aviva Australia group.

Our full privacy policy describing how we manage your personal information is available on request or can be downloaded from our website [www.avivagroup.com.au](http://www.avivagroup.com.au)

We are committed to respecting the privacy and security of your personal information collected in the Application Form or during the course of providing you with insurance cover. By entering and maintaining your relationship with us, you consent to any personal information we collect about you being used and disclosed in the manner set out in our privacy policy.

The main reason we collect, hold, use or disclose your personal information is to enable us to provide the financial services and products you have asked us to provide. If you do not provide us with the information we seek, we may not be able to process or accept your application.

Where sensitive information (e.g. health information) is collected, additional restrictions apply. Where you are applying for insurance cover, we may need to collect and use sensitive information about you or your immediate family for the primary purpose of assessing your application, any claim you make, and managing your policy.

We may disclose your personal information to other members of the Aviva plc group, to our service providers or other third parties (where relevant and in accordance with privacy rules and our privacy policy) such as, but not limited to, your adviser, their staff and service providers, your employer, reinsurers, medical professionals, private investigators, your legal personal representative, other financial institutions or superannuation trustees, debt collection agencies, mail houses, auditors and regulatory or dispute resolution bodies. We may also disclose personal information about you in any circumstance where you have consented or where disclosure is required by law. Our privacy policy provides further details. We may also collect, use and disclose your personal information for marketing our financial products and services to you or to help us deliver, identify and inform you of other financial products and services that may interest you (but not on the basis of any health or other sensitive information we may hold about you). If you do not consent to your personal information being used for these additional purposes you can contact us.

When you supply us with information about another person (e.g. when applying for insurance cover), you warrant that you have obtained their permission to give us the information and that you have provided that person with information about our privacy policy.

You may request access to your personal information that we, or a service provider, hold in relation to your cover by completing a Customer Personal Information form. This form can be obtained by writing directly to us:

Privacy Officer  
Aviva  
GPO Box 2567W  
Melbourne Victoria 3001

Currently there is no fee for obtaining access to your personal information.

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

## Insurance Reference Association Australia

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

# Medical Definitions

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

## Aplastic Anaemia

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

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

## Benign Intracranial Tumour

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

- (a) at least 25% impairment of whole person function, as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association, or
- (b) the insured person being totally and permanently unable to perform any one of the following 'Activities of Daily Living':
  - (i) bathing and showering,
  - (ii) dressing and undressing,
  - (iii) eating and drinking,
  - (iv) using a toilet to maintain personal hygiene,
  - (v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

The presence of the underlying tumour must be confirmed by imaging studies such as CT Scan or MRI (Magnetic Resonance Imaging). Cysts, granulomas, cholesteatomas, malfunctions in or of the arteries or veins of the brain,

haematomas and tumours in the pituitary gland or spine are not covered.

## Blindness

Means the total and irrecoverable Loss of Sight of both eyes

Loss of Sight means the complete and irrecoverable loss of sight from any cause. If the extent of sight loss is such that correction measures can achieve neither visual acuity of 6/60, nor a field of vision 20 degrees of arc or greater, then this will be accepted as Loss of Sight.

## Breast Cancer – Other

Means Carcinoma in Situ of the breast 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. The tumour must be classified as TIS according to the TNM staging method or AJCC\* Stage 0.

*\*AJCC refers to the staging method of the American Joint Committee on Cancer.*

## Cancer

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

The tumour must be confirmed by histological examination and must:

- Require major interventionist therapy including radiotherapy, chemotherapy, biological response modifiers or any other major treatment, or
- Be sufficiently advanced such that major interventionist therapy is no longer recommended, or
- Be diagnosed as Chronic Lymphocytic Leukaemia.

The following cancers are specifically excluded:

- Tumours treated only by endoscopic procedures.
- Carcinoma in situ. Papillary Ductal Carcinoma in situ of the breast is covered under the Policy. Ductal Carcinoma in situ of the breast is covered if it results in the removal of the entire breast. The procedure must be performed specifically to arrest the spread of malignancy, and be considered appropriate and necessary treatment.
- All skin cancers unless they have metastasised to other organs, or the tumour is a malignant melanoma of greater than Clark Level 2 depth, or invasion equal to or greater than 1.5mm thickness.

## Cardiomyopathy

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

## Chronic Lung Disease

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

## Coma

Means 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 By-Pass Surgery

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

## Medical Definitions continued

### Coronary Artery Disease

Means the actual undergoing for the first time of Coronary Artery Angioplasty to correct a narrowing or blockage of three or more coronary arteries within the same procedure. Angiographic evidence, indicating obstruction of three or more coronary arteries is required to confirm the need for this procedure. The procedure must be considered necessary by a cardiologist to correct or treat Coronary Artery Disease.

A partial benefit is payable under this condition if the procedure is to treat one or two coronary arteries. The partial benefit is limited to 25% of the Sum Insured as stated on the Policy Schedule or \$50,000 whichever is the lesser. A partial benefit is only payable if the Sum Insured is \$40,000 or more.

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

### Deafness

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

### Dementia

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

### Encephalitis

Means severe inflammation of the brain resulting in permanent

neurological deficit, resulting in either:

- (a) at least 25% impairment of whole person function, as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association, as certified by a consultant neurologist, or
- (b) the insured person being totally and permanently unable to perform any one of the following 'Activities of Daily Living':
  - (i) bathing and showering,
  - (ii) dressing and undressing,
  - (iii) eating and drinking,
  - (iv) using a toilet to maintain personal hygiene,
  - (v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

Encephalitis as a result of HIV infection is excluded.

### Female Cancer – Other

Means 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.

Carcinoma in Situ of the following sites is covered:

- cervix-uteri: where 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 and CIN 2);
- fallopian tube: where the tumour must be limited to the tubal mucosa and classified as TIS according to the TNM staging method or FIGO\* Stage 0;
- ovary: where the tumour must be classified as TIS according to the TNM staging method or FIGO\* Stage 0;

- vagina: where the tumour must be classified as TIS according to the TNM staging method or FIGO\* Stage 0;
- vulva: where the tumour must be classified as TIS according to the TNM staging method or FIGO\* Stage 0.

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

### Heart Attack

Means a definitive diagnosis of myocardial infarction characterised by the death of a portion of heart muscle as a result of inadequate blood supply to a relevant area. The basis for myocardial infarction must be evidenced by:

- (a)
  - (i) New electrocardiographic changes, and
  - (ii) Raised cardiac enzymes, troponins or other biochemical markers above generally accepted laboratory levels of normal, each of which must be consistent with myocardial infarction, or
- (b)
  - (i) Raised cardiac enzymes, troponins or other biochemical markers above generally accepted laboratory levels of normal, and
  - (ii) A reduction in Left Ventricular Ejection Fraction below 50% where measured at least 6 weeks after the cardiac event, each of which must be consistent with myocardial infarction.

Other acute coronary syndromes including unstable angina and acute coronary insufficiency are not covered by this definition.

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



## Heart Surgery

Means the actual undergoing of any heart surgery that is considered necessary by a cardiologist to replace or correct cardiac valves as a consequence of heart valve defects, or to correct any narrowing, dissection or aneurysm of the thoracic or abdominal aorta but does not include angioplasty, intra-arterial procedures or other non-surgical techniques.

## Liver Disease

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

## Loss of Independent Existence

Means a condition as a result of a disease, illness or injury whereby you are totally and permanently:

- (a) unable to perform at least two of the following five 'Activities of Daily Living':
  - (i) bathing and showering;
  - (ii) dressing and undressing;
  - (iii) eating and drinking;
  - (iv) using a toilet to maintain personal hygiene; and
  - (v) moving from place to place by walking, wheelchair or with assistance of a walking aid, or
- (b) suffering a cognitive impairment requiring ongoing continuous care and supervision of another adult.

## Loss of Limbs and/or Sight

Means the total and irrecoverable:

- Loss of use of two limbs (where a limb is defined as one whole hand, or one whole foot), or
- Loss of Sight of one eye and loss of use of one limb.

Loss of Sight means the complete and irrecoverable loss of sight from any cause. If the extent of sight loss is such that correction measures can achieve neither visual acuity of 6/60, nor a field of vision 20 degrees of arc or greater, then this will be accepted as Loss of Sight.

## Loss of Speech

Total and permanent loss of the ability to produce intelligible speech, as a result of permanent damage to the larynx or its nerve supply or the speech centres of the brain, whether caused by injury, tumour or sickness. The loss must be certified as being total and permanent by an appropriate medical specialist not less than three months after the ability to speak was first lost.

## Major Burns

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

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

## Major Head Trauma

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

- (a) at least 25% impairment of whole person function as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association, as certified by a consultant Neurologist, or

(b) the insured person being totally and permanently unable to perform any one of the following 'Activities of Daily Living':

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

## Major Organ Transplant

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

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

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

## Major Organ Transplant Waiting List

Means the life insured has been placed on a waiting list within Australia for an organ transplant from a human donor of a major organ that is listed in the definition of Major Organ Transplant. The transplant must be considered medically necessary, and the condition must be untreatable by any other means other than organ transplant, as confirmed by an appropriate specialist.

## Medical Definitions continued

### Medically Acquired HIV Infection

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

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

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

#### Exclusion

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

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

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

### Melanoma

Means the presence of one of more malignant melanomas. The malignancy must be characterised by the uncontrollable growth and spread of

malignant cells and the invasion and destruction of normal tissue.

### Motor Neurone Disease

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

### Multiple Sclerosis

Means a disease characterised by demyelination of nervous tissue.

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

- (a) at least a 25% impairment of whole person function as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association; or
- (b) the insured person being totally and permanently unable to perform any one of the following 'Activities of Daily Living':
  - (i) bathing and showering,
  - (ii) dressing and undressing,
  - (iii) eating and drinking,
  - (iv) using a toilet to maintain personal hygiene,
  - (v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

The diagnosis will be based on confirmatory neurological investigations e.g: lumbar puncture, evoked visual responses, evoked auditory responses and MRI (Magnetic Resonance Imaging) evidence of lesions of the central nervous system.

A partial benefit is payable under this condition based upon unequivocal diagnosis confirming more than one episode of well defined neurological deficit with persisting neurological abnormalities and with at least a 10%

impairment of whole person function as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association. The partial benefit is limited to 25% of the Sum Insured as stated on the Policy Schedule or \$50,000 whichever is the lesser. A partial benefit is only payable if the Sum Insured is \$40,000 or more.

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

### Muscular Dystrophy

Means unequivocal diagnosis of Muscular Dystrophy, resulting in either:

- (a) at least 25% impairment of whole person function as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association, as certified by a consultant Neurologist, or
- (b) the insured person being totally and permanently unable to perform any one of the following 'Activities of Daily Living':
  - (i) bathing and showering,
  - (ii) dressing and undressing,
  - (iii) eating and drinking,
  - (iv) using a toilet to maintain personal hygiene,
  - (v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

A partial benefit is payable under this condition based upon unequivocal diagnosis of Muscular Dystrophy. The partial benefit is limited to 25% of the Sum Insured as stated on the Policy Schedule or \$50,000 whichever is the lesser. A partial benefit is only payable if the Sum Insured is \$40,000 or more.

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

## Occupationally Acquired Hepatitis B and C

Means Hepatitis B or Hepatitis C where the virus was acquired due to an accident occurring whilst engaging in your normal occupation and proof of seroconversion from:

- Hepatitis B surface antigen negative to Hepatitis B surface antigen positive; or
- Hepatitis C antibody negative to Hepatitis C antibody positive,

being demonstrated by testing within six months of the accident. Hepatitis B or Hepatitis C acquired in any other manner is excluded.

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

### Exclusion

No payment will be made where:

- the infection is intentionally self inflicted, or
- a Cure has become available prior to the event causing the infection, or
- you have elected not to take any Vaccine available prior to the accident, or
- you have become positive to Hepatitis B surface antigen within six months from the commencement of the benefit or within six months of the reinstatement of the benefit.

'Cure' means any Australian Government approved treatment which renders Hepatitis B or Hepatitis C inactive and non-infectious.

'Vaccine' means any antigenic preparation approved by the Australian Government and recommended by a government authority for prophylactic use to produce immunity to Hepatitis B or Hepatitis C.

## Occupationally Acquired HIV Infection

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

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

### Exclusion

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

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

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

## Open Heart Surgery

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

## Out of Hospital Cardiac Arrest

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

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

## Paralysis

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

## Parkinson's Disease

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

- (a) (i) prognosis indicates progressive and permanent impairment of you to dress, feed and bathe without assistance, and  
(ii) cannot be controlled with medication, or
- (b) Results in at least 25% impairment of whole person function as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association as certified by a consultant neurologist.

A partial benefit is payable under this condition on the unequivocal diagnosis of Idiopathic Parkinson's Disease which is of a permanent nature. The partial benefit is limited to 25% of the Sum Insured as stated on the Policy

## Medical Definitions continued

Schedule or \$50,000 whichever is the lesser. A partial benefit is only payable if the Sum Insured is \$40,000 or more.

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

### Partial Deafness

Means the total, irreversible and irreparable loss of hearing – both natural and assisted, in one ear as a result of disease, illness or injury as measured by audiogram.

### Partial Loss of Sight and/or Limbs

Means the total and irrecoverable:

- Loss of Sight of one eye, or
- Loss of use of one limb (where a limb is defined as one whole hand, or one whole foot).

Loss of Sight means the complete and irrecoverable loss of sight from any cause. If the extent of sight loss is such that correction measures can achieve neither visual acuity of 6/60, nor a field of vision 20 degrees of arc or greater, then this will be accepted as Loss of Sight.

### Pneumonectomy

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

### Primary Pulmonary Hypertension

Means primary pulmonary hypertension associated with right ventricular enlargement established by cardiac catheterisation resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association Classification of cardiac impairment.

Secondary Pulmonary Hypertension due to chronic lung disease is excluded.

### Prostate Cancer – other

Means prostatic cancers that are excluded under the definition of Cancer in this policy, and are histologically described as TNM classification T1(a) or T1(b) or another equivalent classification.

### Renal Failure

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

### Severe Burns

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

- at least 9%, but less than 20% of the Body Surface Area as measured by the 'rule of 9' of the Lund and Browder Body Surface Chart; or
- the whole of one hand or 50% or more of the surface area of both hands combined, requiring surgical debridement and/or grafting; or
- the whole of one foot or 50% or more of the surface area of both feet combined, requiring surgical debridement and/or grafting; or
- 50% or more of the surface area of the face, requiring surgical debridement and/or grafting.

### Severe Osteoporosis

Means before the age of 50 you:

- suffer at least two vertebral body fractures or a fracture of the neck of femur, due to osteoporosis, and
- have bone material density reading with a T-score of less than -2.5. This must be measured in at least two sites by dual energy x-ray absorptiometry (DEXA).

### Severe Rheumatoid Arthritis

Means before the age of 50 you are diagnosed with severe rheumatoid arthritis by an appropriate medical specialist. The diagnosis must confirm all of the following:

- Morning stiffness of the joints;
- Swelling and pain in the joints of at least three joint groups, involving the corresponding joints in both sides of the body. One of the groups must be joints on the fingers or toes, the knuckles of the hand or the wrist;
- Small nodular swelling beneath the skin;
- A positive rheumatoid factor test;
- X-ray evidence showing multiple and extensive changes to joints typical of rheumatoid arthritis, and
- Diffuse osteoporosis with severe hand and spinal deformity.

### Stroke

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

# How do I get started?

## 1. Your financial adviser

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

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

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

## 2. How to apply

To apply for any of the policies described in this PDS, after you have received a quotation from your adviser, you must complete the application form attached. Alternatively, with your financial adviser you can apply for insurance on-line. You should obtain a copy of the on-line application submitted to us from your financial adviser.

## 3. Duty of Disclosure

Before you enter into a Contract of Life Insurance with an insurer you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

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

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

### Non-disclosure

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

An insurer who is entitled to avoid a Contract of Life Insurance may, within 3 years of entering into it, elect not to avoid it but to reduce the sum that you have been insured for in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

Your Duty of Disclosure continues until the Contract of Life insurance has been accepted by the insurer and confirmation is issued in writing. If your circumstances change after applying, but before we issue a policy, you must tell us.

Accordingly when applying for insurance it is important you consider carefully your answers to the medical questions or any other information that you provide as part of the application process and ensure your answers are fully and accurately reflected in your application.

# Direct Debit Service Agreement

## Our commitment to you

If you complete a Direct Debit Request, you authorise us to debit the amount you owe us for premiums under your policy from your nominated Australian bank, building society or credit union account, and transfer the amount to us. Debits will be for regular periodic payments, as requested by you on your application. Debits will be made on or around the preferred date nominated by you on your application. If no date is specified, debits may be made on or around the day of the month that we process your application.

Where the due date for the debit falls on a non-business day, the debit will be made on the next business day. We will provide you with not less than 14 days written notice of any changes we propose to make to your direct debit facility.

If debits are returned unpaid by your financial institution, we will not charge you a dishonour fee although your financial institution may do so.

We reserve the right to collect any arrears of premium when we next process a debit from your account.

We will keep all information provided by you, including details of your nominated account at the financial institution, private and confidential, and will use such information subject to our privacy policy.

We will promptly investigate and respond to any queries or complaints regarding debits; we will endeavour to forward a response to you within five business days.

We may terminate this arrangement, but only by giving you not less than 14 days notice in writing.

## Your commitment to us

It is your responsibility to check with your financial institution that direct debiting is available on your account, prior to completing the Direct Debit Request. Not all accounts support direct debits.

You must ensure at all times that sufficient funds are available in your nominated account to meet a debit on the due date. It is your responsibility to advise us if your nominated account is to be altered, transferred or closed. You are liable for any charges imposed by your financial institution for the use of the direct debit facility, including fees charged as a result of debits returned unpaid.

If any debit requested by you is not made, you remain obliged to pay any amount owing to us.

## Your rights

You may direct all enquiries regarding the direct debit facility to us. You may request to defer or alter your direct debit facility, including any stops or cancellations, by giving written notice to us at least five business days prior to the next scheduled debit.

You may cancel your direct debit facility at any time by giving written notice to us. Five business days notice is required by us to act on such a request. We will confirm to you that the debit has been stopped.

# Interim Cover

Interim Cover provides you with insurance cover whilst we consider your application. It covers you against:

	Life	Life (with disability benefit option)	Recovery Money	Flexible Recovery Money	Stand Alone Recovery Money	Income protection
Death	●	●	●			
Critical Injury		●	●	●	●	
Total Disability						●
Substantial Disability						●
Child Critical Conditions Benefit	●	●	●	●	●	●

## Commencement of cover

Interim Cover is provided automatically when you apply for an Aviva Protection*first* policy. In this case, Interim Cover commences on the date we receive your completed application form together with the first or deposit premium. In circumstances where our practice is that a deposit premium is not required, a completed and valid Periodical Debit Authority or Credit Card authority is required. Interim Cover is not provided if payment authorities are not honoured.

Alternatively you can apply for Interim Cover before you complete your application form. This provides you with cover whilst you are completing your application. To do this you must complete the Interim Cover Certificate and send it to us. In this case Interim Cover commences on the date we receive your completed Interim Cover Certificate, signed by you and your financial adviser. In the event that you or your estate makes a claim under the Interim Cover Certificate, we will require a copy of the Statement of Advice (SOA), in which your financial adviser has recommended the Aviva Protection*first* policies, to be submitted to us. For your Interim Cover to continue you must ensure that you have completed your application form and that it is received by us within 10 days of the date we receive your Interim Cover Certificate.

## Termination of cover

Interim Cover ceases at the first to occur of:

- 10 days elapsing after the date we received the Interim Cover Certificate if we have not received the completed proposal;
- 90 days elapsing after the receipt of a completed proposal by us;
- the application is accepted by our underwriters and a policy document is issued;
- you are notified that our underwriters have declined your application;
- the application is withdrawn, or
- 21 days elapsing after you are offered cover on loaded or varied terms, if you haven't accepted those terms in writing.

## Conditions of cover

### 1. General conditions

No benefit is payable if:

- the policy applied for is to replace existing insurance cover or another application on your life; or
- the event giving rise to the claim is as a result of suicide, attempted suicide or other intentional self-inflicted injury; or
- either you or the proposer has failed to comply with the Duty of Disclosure as set out on the Application Form; or

- the application is one we would not normally accept under our standard underwriting rules; or
- the event giving rise to the claim is as a result of the life to be insured's participation in criminal activity, or incarceration; or
- the event giving rise to the claim is as a result of any condition that the life to be insured and/or policyowner knew about before the commencement of the Interim Cover; or
- the event giving rise to the claim is as a result of war or an act of war, whether declared or not; or
- any Pre-Existing Condition; or
- a claim is made under the Interim Cover Certificate, and NULAL is not in receipt of an SOA containing the Aviva Protection*first* recommendation, made by the financial adviser for the proposed life to be insured; or
- any event giving rise to a claim (including death) for a Child Critical Condition Benefit in respect of an insured child is caused directly or indirectly by:
  - a congenital condition; or
  - the intentional act of the policy owner, parent or person who will otherwise be entitled to the benefit payable.

## Interim Cover continued

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

'Interim Benefit' means, relevantly, payment for Interim Death, Interim Critical Injury or Interim Total Disability, Interim Substantial Disability or Interim Child Critical Conditions Benefit.

### 2. Conditions specific to Interim Death

'Death' means an event which results in your death during the term of the Interim Cover.

The benefit payable is the lowest of \$1,000,000, the proposed death Sum Insured, or the death insurance amount recommended within the SOA.

### 3. Conditions specific to Interim Critical Injury

'Critical Injury' means an event which results in you suffering one of the following critical injuries, for the first time, within 90 days of the event: Blindness, Coma, Deafness, Major Burns, Major Head Trauma or Paralysis, as defined on pages 53 to 58, or you suffer from the total and irrecoverable loss of the use of two limbs. The benefit payable is the lowest of \$500,000, the proposed disability Sum Insured or critical illness Sum Insured, as appropriate, or the disability amount or critical illness amount recommended within the SOA. The Buy Back Options do not apply to Interim Critical Injury.

### 4. Conditions specific to Interim Total Disability or Interim Substantial Disability

'Interim Total Disability' means an event which results in your Total Disability for Income Gold, Income Excell or Income Business Expense policies or Substantial Disability for Income Daily Living Benefits policies during the term of the Interim Cover.

'Total Disability' has the same meaning as defined on page 33 of this PDS. Substantial Disability has the same meaning as defined on page 37 of this PDS.

The benefit payable is the lowest of \$5,000 per month, the proposed disability Sum Insured, or the monthly disability amount recommended within the SOA.

The benefit is payable each month that you remain continuously Totally Disabled or Substantially Disabled after the end of the applied for Waiting Period, up to a maximum of six months.

The total monthly benefit will not exceed 75% of Pre-Disability Earnings for Income Gold or Excell or for the Daily Living Benefit, the greater of \$3,000 or 75% of the Pre-Disability Earnings and the life insured's actual Business Expenses, taking into account all other disability benefits payable.

### 5. Conditions specific to Interim Child Critical Conditions Benefit

If you applied for the Child Critical Conditions Benefit, we will pay a benefit if the child life to be insured dies or suffers one of the following medical conditions: Blindness, Major Burns, Major Head Trauma or Paralysis as defined on pages 53 to 58.

If we pay a benefit for death, we will not pay a benefit for any of the medical conditions and if we pay a benefit for one of the medical conditions, we will not pay the benefit for death or any other medical condition.

The benefit payable is the lowest of: \$100,000, the amount of the Child Critical Conditions Cover you applied for or the amount of Child Critical Illness Sum Insured recommended within the SOA.



# Interim Cover Certificate



- I/We acknowledge that I/we have received, read and understood the Aviva Protection*first* Product Disclosure Statement from which this certificate was taken, specifically pages 61 to 62 which outline conditions of the Interim Cover;
- I/We understand that the Interim Cover commences upon the date NULAL receives the completed Interim Cover Certificate;
- I/we understand that Interim Cover will cease 10 days from the date that NULAL receives my/our completed Interim Cover Certificate unless my/our completed Aviva Protection*first* application form is received by NULAL within that 10 day period.
- I/we have read, accepted and retained a copy of the SOA in which my/our financial adviser recommends that I/we take out Aviva Protection*first* policies with the proposed Sum Insured listed below. In the event of an interim claim by me/us or my/our estate a copy of this SOA will be made available to NULAL.

Death Sum Insured

\$

Disability sum insured

\$

Critical illness sum insured

\$

Monthly disability sum insured

\$

### Life to be insured

Signature

X

Date

/   /

### Policyowner

Signature

X

Date

/   /

### Financial adviser

Financial adviser number:

Signature

X

Date

/   /

Norwich Union Life Australia Limited  
ABN 34 006 783 295 AFSL number 241686

Head office and Registered Office  
509 St Kilda Road Melbourne Victoria 3004 GPO Box 2567W Melbourne Victoria 3001  
Telephone client support freecall on 1800 626 110 Fax 03 9820 1534  
[avivagroup.com.au](http://avivagroup.com.au)

# Application for Aviva Protectionfirst

version 8.0



## Important information

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

17 October 2008

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

## Your duty of disclosure

Before you enter into a Contract of Life Insurance with an insurer you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

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

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

## Non-disclosure

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

An insurer who is entitled to avoid a Contract of Life Insurance may, within 3 years of entering into it, elect not to avoid it but to reduce the sum that you have been insured for in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

Your Duty of Disclosure continues until the Contract of Life insurance has been accepted by the insurer and confirmation is issued in writing.

## For adviser completion

New Business Application       Replace Existing Aviva Policy / Upgrade to current series       Alteration to existing policy

Existing Policy number(s) to be upgraded/replaced/alterd

Adviser Name       Adviser Number

# Section 1 Life to be Insured details

Occupational rating of life to be insured (Please tick)

AAA  MP  LP  AA  A  A2  B  B2  C  Other

Title  Mr  Mrs  Miss  Ms  Dr  Other

Family name

Maiden name (if applicable)

Given name/s

Residential address

Suburb  State  Postcode

Telephone (home)  Mobile

Telephone (work)  Email

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

Sex:  Male  Female Proof of age:  Attached  To follow  Already submitted

What is your marital status?

Do you smoke or have you smoked within the last 12 months?  
 Yes If yes, please state form and daily quantity   
 No Reason/s for quitting (if applicable)   
Date of cessation (if applicable)

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

Postal address

Suburb  State  Postcode

## Section 2(a) Cover details

Tick this box to confirm that a copy of the Product Illustration (quote) from Aviva has been attached to this Application Form.  
**It forms part of the Application Form and your application cannot be assessed without it.**

## Section 2(b) Policyowner details (Ordinary business only)

To be completed in all cases except where the life to be insured is the sole policyowner.

Provision is made below for two different policyowners. If there are more than two policyowners please attach the corresponding information for the extra proposers. For third party ownership of Aviva Protection – Income policies the Life to be Insured must own at least 50% of the business in which he or she works.

### Policyowner A

Title	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms	<input type="checkbox"/> Dr	<input type="text"/>	
Family name or company name	<input type="text"/>						
Maiden name (if applicable)	<input type="text"/>						
Given name/s	<input type="text"/>						
Postal address	<input type="text"/>						
Suburb	<input type="text"/>				State	<input type="text"/>	
Telephone (home)	<input type="text"/>		Mobile	<input type="text"/>			
Telephone (work)	<input type="text"/>						
State register (if different from state of residence)	<input type="text"/>		Date of birth (proposer)	<input type="text"/>		Age next birthday	<input type="text"/>

Which policy does the ownership pertain to:

<input type="checkbox"/> Life Cover	<input type="checkbox"/> Recovery Money	<input type="checkbox"/> Income Protection
<input type="checkbox"/> Business Expenses	<input type="checkbox"/> Flexible Recovery Money	<input type="checkbox"/> Stand Alone Recovery Money

Please indicate your relationship to the Life to be Insured

## Section 2(b) Policyowner details (Ordinary business only)

### Policyowner B

Title  Mr  Mrs  Miss  Ms  Dr  Other

Family name or company name

Maiden name (if applicable)

Given name/s

Postal address

Suburb  State  Postcode

Telephone (home) - Mobile -

Telephone (work) -

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

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

Please indicate your relationship to the Life to be Insured

## PERSONAL STATEMENT INFORMATION – SECTIONS 3 TO 16 MUST BE COMPLETED IN ALL CASES

### Section 3 Referral Service

Did you know that Lifescreen Australia complete referrals in an average time of 7 business days?

I authorise Aviva Australia group to arrange referral for any medical requirements pertaining to this application (e.g. bloods, medicals, ECG) with Lifescreen Australia.

Yes  No

### Section 4 Telephone underwriting

Aviva's tele underwriting facility reduces the need for follow up information and medical reports resulting in faster completion.

I permit the Aviva Australia group to call me (the life to be insured) to clarify or gain further information regarding any matter pertaining to the assessment and processing of this application. I understand that the call may be recorded and will form part of my Duty of Disclosure as described on page 65.

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

## Section 5(a) Residency

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

Are you an Australian citizen or do you hold permanent residency status in Australia?

Yes  No (If no, please provide full details )

Details

## Section 5(b) Travel

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

Date of departure //  Duration of stay

Destination

Purpose of stay  Holiday  Business  Residing  Other – Please specify

## Section 6 Height and weight details

What is your height?  cm OR  feet/inches

What is your weight?  kg OR  stone/pounds

## Section 7 Lifestyle

### Alcohol

	Yes	No	If yes, please give details
(a) Do you consume alcohol?	<input type="checkbox"/>	<input type="checkbox"/>	Form and daily quantity <input type="text"/>
(b) If no, have you ever consumed alcohol?	<input type="checkbox"/>	<input type="checkbox"/>	Form, daily quantity & date ceased <input type="text"/>

### Drugs

(c) Have you ever used or injected yourself with any drug not prescribed by a medical attendant?	<input type="checkbox"/>	<input type="checkbox"/>	If yes, please detail type of drug, frequency of use and when last used <input type="text"/>
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### HIV

(d) Are you suffering from Acquired Immune Deficiency Syndrome ('AIDS') or are you carrying the HIV virus or antibodies to that virus?	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are you suffering from unintentional weight loss, persistent night sweats, persistent fever, diarrhoea or swollen glands?	<input type="checkbox"/>	<input type="checkbox"/>
(f) Have you EVER engaged in male to male sexual activity involving anal intercourse?	<input type="checkbox"/>	<input type="checkbox"/>

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

## Section 8 Existing insurance details

(a) Have you ever had an application on your life declined, postponed, accepted with a loading or otherwise than as submitted?

Yes  No

If yes, provide name of company, type of cover, underwriting decision, date and reason, if known

(b) Are you in receipt of or have you made a claim for disablement insurance, workers compensation, social security or veteran's affairs, sickness or invalid benefits?

Yes  No

If yes, please give details below:

Date	Company/Source	Period of disability	Cause of claim

(c) Do you have, or have you recently applied for, or are applying for any life, disability and/or trauma insurance with any company, including NULAL, or from your employment?

Yes, please complete table below.  No

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

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

If this application is to replace a current NULAL policy, the policy to be replaced will cease and a new policy will commence.

## Section 9 Sports and pastimes

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

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

If 'Yes' to any of these activities, please complete the relevant questionnaire below. (If 'no', go to section 10.)

### (i) Motor sports

Vehicle type and make

Class or category of racing

Engine capacity (cc)

Type of circuits raced on (e.g. road, off road)

Number of events per year

Maximum speeds reached (kms per hour)

Competitive/recreational?

Professional/Amateur?

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

If 'Yes', please specify type of injury, when it occurred and degree of recovery.


(continues page 71)



## Section 9 Sports and pastimes (cont.)

### (ii) Football/Soccer/Aussie rules, etc

Type	Professional/Amateur?	Times per year
<input type="text"/>	<input type="text"/>	<input type="text"/>

### (iii) Mountain climbing/abseiling/caving

Type	Location and grade	Times per year
<input type="text"/>	<input type="text"/>	<input type="text"/>

### (iv) Scuba/skin diving

Average depth (metres)	Maximum depth (metres)	Professional/Amateur?	Dives per year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Do you dive in caves or potholes?  Yes  No

Do you dive alone?  Yes  No

Diving qualifications

### (v) Aviation

- Do you hold a Civil Aviation Authority Licence?  Yes  No If 'Yes', state type and period held
- Do you intend to change the scope of your present licence?  Yes  No
- Do you ever use other than recognised Civil Aviation Authority landing areas?  Yes  No
- Do you intend to engage in any form of aviation other than the categories below, eg ballooning, paragliding etc?  Yes  No
- Have you ever had an accident or been charged with violating Civil Aviation Regulations?  Yes  No

**Please complete the following table**

Indicate number of hours flown as follows	Last 12 months		Future annual average	
	Crew	Passenger	Crew	Passenger
Aero club/flying school				
Agricultural				
Charter				
Commercial airline				
Helicopter				
Private				
Ultralight aircraft				

Please elaborate on all 'Yes' answers in *Additional information* below, ie type of sport, time spent training and participation, number of times per annum, receipt of fees or payments, any injuries sustained, etc.

**Additional information or details relating to activities above to which a 'Yes' answer applies**


## Section 10 Occupation

(a) What is your present principal (i) occupation  (ii) Industry

(b) (i) Name and street address of place of employment

Suburb

State

Postcode

(ii) To the best of your knowledge is your place of employment insolvent or under/contemplating voluntary administration?

Yes  No

(iii) If self employed, has your company had a net operating loss in the last two years? If 'yes', please provide last two years trading accounts for all entities.

Yes  No

(iv) If self employed, what percentage of the business do you own  %

(c) What are your duties (Please give full details including % of manual work involved)

Type of work	% of time	Specific duties you perform
Sedentary/Administration		
Light manual work		
Heavy manual work		
Heights > 5 metres, any underground or offshore work		
Other (please specify)		
Total	100	

(d) How long have you been in your current occupation?  Years  Months

(e) What qualifications do you have?

Type

Source

(f) Are you thinking of changing your occupation? Yes  No

If yes, please advise details

**Do you require Income Protection or Business Expenses Cover?** Yes  No

**If 'yes', complete (g) to (p) following. If 'no', go to section 11.**

(g) How many hours do you work in your principal occupation?  Hours per week

(h) Do you work at your place of residence? Yes  No  If 'yes', how many hours per week

(i) Do you have any other occupation? Yes  No

If yes, please specify type, hours worked per week, and full name and address of place of employment

Type

Address

Suburb

State

Postcode

(j) Have you ever been bankrupt? Yes  No  If 'yes', please provide details

## Section 10 Occupation (cont.)

(k) Please give details of your previous occupation/s over the last 5 years

From	To	Occupation	Employer name

(l) Are you self-employed or do you own any of the business in which you are employed? Yes  No  If 'no', go to section 11

(m) Do you operate as: Sole Trader  Partnership  Company  Trust

(n) Please state what percentage interest/shareholding you have in the business  %

(o) For how long have you been self-employed in this current business?

(p) How many employees (excluding yourself) do you have?

## Section 11 a) Income (all cases)

What was your **annual** income from personal exertion over the last two years from your **principal** occupation?

(a) Current income  \$

(b) Last 12 months  \$

(c) 12 months prior to (b)  \$

**Income includes taxable income (eg. salary, fees, commission, bonuses, regular overtime), superannuation contributions and reportable fringe benefits earned directly due to your personal exertion.**

**Deduct any business expenses incurred in earning that monthly income, but not tax.**

## Section 11 b) Income Protection only

(a) Is your proposed insured monthly benefit from all sources greater than \$12,500? Yes  No  If 'no', go to section 12

(b) Do you receive more than \$50,000 (net) in unearned income from investment portfolios, investment properties or similar? Yes  No  If 'yes', how much? \$

## Section 12 Doctor's details

(a) Please give full name and address of your usual medical attendant

Doctor

Address

Suburb

State

Postcode

Telephone

Fax

(b) When did you last attend him/her?  /  /

(c) For what reason did you attend him/her, and what was the result

Reason  Result

(d) For how long have you been his/her patient?  years  months

(e) If less than 12 months also give previous medical attendant

(f) If you have no usual medical attendant, please state date and reason why you last consulted any doctor, as well as the name and address of that doctor.

## Section 13 Family history

Have any immediate family members (e.g. mother, father, brother or sister) suffered from any of the following conditions:

- Heart disease, high blood pressure or stroke
- Any form of cancer including breast, bowel, uterine or melanoma
- Diabetes
- Haemophilia
- Polycystic kidney disease (PCKD)
- Huntington's chorea
- Any other hereditary disorder?

Yes  No

**If 'Yes', please complete the table below**

Family member	Condition	Age at diagnosis

## Section 14 Medical history – Mental Health

Have you ever had or been told you had, or received medical advice or treatment for any of the following?

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| (a) Anxiety including generalised anxiety, panic or phobic disorder                              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (b) Eating disorder including anorexia nervosa, bulimia  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (c) Depression including major depression, dysthymia   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (d) Manic depressive illness, bi-polar disorder  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (e) Alcohol or other substance abuse or addiction  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (f) Post traumatic stress (PTSD) or attention deficit and/or hyper activity disorder (ADHD, ADD) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (g) Schizophrenia or any other psychotic disorder  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (h) Stress, sleeplessness, chronic tiredness or insomnia   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (i) Chronic fatigue or fibromyalgia  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (j) Attempted suicide or suicidal thoughts   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

**If you answer 'Yes' to any of the above, please complete the table below (Please use a copy of this table if more than one condition)**

1. For each 'Yes' answer above: Please describe your symptoms including date they started, how long they lasted and time off work.

Symptoms	Date from – Date to	Time off work

continues page 75

## Section 14 Medical history – Mental Health (cont.)

2. Please describe how this condition(s) has affected you including any limitations to your ability to work, your daily living.


Has any reason for your condition been identified?

No – Go to next question     Yes – Please advise details:


3. Please advise all medical advice you have received for this condition(s), including counselling, names of medications, hospitalisations etc.

Doctor name and address	Treatment	Date commenced	Date ceased

4. Have you had any recurrences of this condition?

No     Yes – How many times?  When?

5. Are you currently receiving treatment?

No – When did you cease treatment?  /  /

Yes – Detail 


6. Have any of your parents, brothers or sisters (living or dead) suffered from a mental health condition?

No     Yes – Number of family members affected

Age condition of each family member	Type of disorder or mental health condition

## Section 15 Medical history

Have you **ever** had or been told you had, or received medical advice or treatment for any of the following?

For any 'Yes' answers please **circle** the relevant condition/s and complete the table on page 77 for each condition to which your yes answer pertains.

- (a) Tumours and disorders of the skin (or any of the following) Yes  No
- cancer or tumour of any kind
  - melanoma, squamous cell carcinoma (SCC), Bowen's Disease, solar keratosis , basal cell carcinoma (BCC)
  - mole, naevi, lipoma, cyst
  - rash, eczema, psoriasis, dermatitis or
  - other skin condition or lump
- Do not include sebaceous cyst or acne
- (b) Blood conditions (or any of the following) Yes  No
- anaemia, haemophilia
  - elevated cholesterol or triglycerides
  - leukaemia, Acquired Immune Deficiency Syndrome (AIDS) or HIV
  - any blood test in the last 12 months
- (c) Sight, hearing and speech (or any of the following) Yes  No
- eye, ear, hearing, or speech problems?
- Do not include corrective glasses or contact lenses unless your eyesight is not fully corrected by these measures
- (d) General questions (or any of the following) Yes  No
- Has your weight altered by more than 5kg in the last 12 months? If yes please state gain/loss in kg and reason.
  - Do you take or have you ever taken drugs, tablets or medications on a regular basis.?
  - Have you ever required medical treatment for any illness or injury not mentioned above?
  - Do you contemplate seeking any medical advice, investigation or treatment (including surgery) for any current health problem(s)?
- (e) Men's health (or any of the following) Yes  No
- any kidney, bladder, prostate condition or
  - any other reproductive or genito urinary condition including blood in the urine?
- Do not include vasectomy
- (f) Women's health (or any of the following) Yes  No
- blood in the urine or any kidney, bladder condition
  - any breast condition
  - any test or investigation including pap smear, mammogram or ultrasound
  - any gynaecological, reproductive system, ovary or genito urinary condition OR
  - are you currently pregnant? If yes, please provide due date: //
- Do not include tubal ligation or uncomplicated caesarian sections

***If you answer 'Yes' to any of the above, complete the following table:***



## Section 16 Medical history

Have you **ever** had or been told you had, or received medical advice or treatment for any of the following?

For any 'Yes' answers please **circle** the relevant condition/s and complete a questionnaire on page 79 and 80 for each condition to which your yes answer pertains (If you need to complete the questionnaire for more than three conditions please copy page 79 and attach with the application).

- (a) Blood vessel, cardiovascular and heart conditions (or any of the following) Yes  No
- rheumatic fever
  - blood vessel condition or varicose veins
  - blood pressure
  - chest pain, angina, heart attack
  - heart murmur
  - any other type of heart condition

- (b) Asthma and respiratory conditions (or any of the following) Yes  No
- asthma, bronchitis or pleurisy
  - sleep apnoea
  - any other type of lung or respiratory condition

- (c) Bowel, colon or general gastro intestinal conditions (or any of the following) Yes  No
- any bowel, colon, or general gastro intestinal condition
  - haemorrhoids or passing blood from the bowel
  - liver or gall bladder condition including hepatitis

Do not include constipation, stomach upset, diarrhoea or 'gastro' where these were short isolated episodes from which you have made a full recovery

- (d) Diabetes and thyroid conditions (or any of the following) Yes  No
- diabetes
  - sugar in the urine, low or high blood sugar
  - pancreatic condition
  - thyroid condition

- (e) Neurological and circulatory conditions (or any of the following) Yes  No
- epilepsy
  - stroke, brain haemorrhage, paralysis
  - multiple sclerosis
  - dizziness, fainting, headaches or migraines
  - any other type of brain or nervous system problem

Do not include conditions related to ear disorders in this section

- (f) Soft tissue, joints and bone conditions (or any of the following) Yes  No
- any upper or lower back, neck or shoulder condition
  - fractures or osteoporosis
  - any muscle, tendon or ligament disorder
  - any form of arthritis, bone or joint disorder?
  - gout



## Section 16 Medical history (cont.)

1. What is the nature of your condition?
2. Please give details of:
  - (a) Date of first symptoms / /
  - (b) Date of last symptoms / /
  - (c) Frequency of symptoms
  - (d) Severity of symptoms
3. Give details of treatment including surgery, physiotherapy and medication:
  - (a) Previously received
  - (b) Now being received
4. Is any change to your treatment contemplated, including surgery? Yes  No
5. Have you completely recovered? Yes  No
6. Do you have any disability as a result of the illness? Yes  No
7. Time off work as a result of this condition?    Days
8. Please include any additional information you feel may assist us.
9. Please provide the full name and address of the doctor who treated you for this condition.  
Doctor  
  
Address  
  
Suburb  State  Postcode

- 
1. What is the nature of your condition?
  2. Please give details of:
    - (a) Date of first symptoms / /
    - (b) Date of last symptoms / /
    - (c) Frequency of symptoms
    - (d) Severity of symptoms
  3. Give details of treatment including surgery, physiotherapy and medication:
    - (a) Previously received
    - (b) Now being received
  4. Is any change to your treatment contemplated, including surgery? Yes  No
  5. Have you completely recovered? Yes  No
  6. Do you have any disability as a result of the illness? Yes  No
  7. Time off work as a result of this condition?    Days
  8. Please include any additional information you feel may assist us.
  9. Please provide the full name and address of the doctor who treated you for this condition.  
Doctor  
  
Address  
  
Suburb  State  Postcode

## Section 16 Medical history (cont.)

1. What is the nature of your condition?
2. Please give details of:
 

(a) Date of first symptoms <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	(b) Date of last symptoms <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> / <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
(c) Frequency of symptoms <input style="width: 200px; height: 20px;" type="text"/>	(d) Severity of symptoms <input style="width: 200px; height: 20px;" type="text"/>
3. Give details of treatment including surgery, physiotherapy and medication:
 

(a) Previously received <input style="width: 600px; height: 20px;" type="text"/>
(b) Now being received <input style="width: 600px; height: 20px;" type="text"/>
4. Is any change to your treatment contemplated, including surgery? Yes  No
5. Have you completely recovered? Yes  No
6. Do you have any disability as a result of the illness? Yes  No
7. Time off work as a result of this condition?  Days
8. Please include any additional information you feel may assist us.
9. Please provide the full name and address of the doctor who treated you for this condition.
 

Doctor			
<input style="width: 850px; height: 20px;" type="text"/>			
Address			
<input style="width: 850px; height: 20px;" type="text"/>			
Suburb		State	Postcode
<input style="width: 550px; height: 20px;" type="text"/>		<input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/>

## Section 17 Business Expenses

How long would your business continue to produce an income if you were disabled, i.e. when would your business cease to generate any income?

Tick one box

- a) within 60 days ongoing income would cease entirely, or  Go to Section 18
- b) income would continue to be produced beyond 60 days  Complete c) and d) below
- c) what percentage of your pre disablement income would continue to be produced?  %
- d) what would be your total share of business expenses per the items listed in the declaration below \$  per month?

### Declaration of expenses

I declare that my share of business expenses does not exceed the cover currently being requested.

I also understand that the expenses can only include some or all of the following items

- Rent paid to a non related entity
- regular interest instalment payment on business mortgage or loan
- electricity, gas, water, heating laundry, cleaning
- telephone
- business property rates and taxes
- non income producing employees salaries or wages and cost directly related to their salaries or wages eg superannuation

### Expenses CANNOT INCLUDE:

- salary fees drawing account or any other remuneration for you or your replacement or members of your family or person who is not your employee, OR
- salaries of employees who generate income for your business, OR
- the cost of goods or equipment used in your profession, business or occupation depreciation of real estate OR payments of principal on business mortgage or loans

# Section 18 Application for Child Critical Illness Benefit

## Child 1

If you need to complete this application for more than two children please copy this page and attach the copy with this application (Please note the maximum number of children per application is five).

Name of child to be insured

Child's date of birth / /  Sex

Is the child a permanent resident of Australia? Yes  No

What is your relationship to the child?

Is there any other insurance in place or being applied for in respect of this child? Yes  No

If yes, please give details.


Has any application for insurance for this child ever been declined, postponed, loaded or accepted other than proposed? Yes  No

If yes, please give details.


Has the child ever had an illness, injury or medical disorder (includes heart, lung, blood, digestive, urinary or cancer related illnesses as well as neurological /developmental disorders) which required ongoing treatment or advice or a surgical procedure?

Yes  No

If yes, please give details.


Name and address of child's usual doctor.

Doctor

Address

Suburb

State

Postcode

Telephone

Fax

Has any parent, brother or sister of the child, living or deceased, had any of the following: Yes  No

If adopted, please complete only if family history is known.

- Diabetes
- High blood pressure
- Bowel cancer
- Kidney trouble
- Heart trouble
- Breast cancer
- Other cancer
- Huntington's chorea
- Haemophilia
- Any other hereditary disorder

**If 'yes', please complete the following schedule of family history**

Family member	Condition	Age at diagnosis

## Section 18 Application for Child Critical Illness Benefit (cont.)

### Child 2

If you need to complete this application for more than two children please copy this page and attach the copy with this application (Please note the maximum number of children per application is five).

Name of child to be insured

Child's date of birth / /   Sex

Is the child a permanent resident of Australia? Yes  No

What is your relationship to the child?

Is there any other insurance in place or being applied for in respect of this child? Yes  No

If yes, please give details.


Has any application for insurance for this child ever been declined, postponed, loaded or accepted other than proposed? Yes  No

If yes, please give details.


Has the child ever had an illness, injury or medical disorder (includes heart, lung, blood, digestive, urinary or cancer related illnesses as well as neurological /developmental disorders) which required ongoing treatment or advice or a surgical procedure?

Yes  No

If yes, please give details.


Name and address of child's usual doctor.

Doctor

Address

Suburb

State

Postcode

Telephone

Fax

Has any parent, brother or sister of the child, living or deceased, had any of the following: Yes  No

If adopted, please complete only if family history is known.

- Diabetes
- High blood pressure
- Bowel cancer
- Kidney trouble
- Heart trouble
- Breast cancer
- Other cancer
- Huntington's chorea
- Haemophilia
- Any other hereditary disorder

**If 'yes', please complete the following schedule of family history**

Family member	Condition	Age at diagnosis

## Section 19 Norwich Union Superannuation Trust

If the policy is to be paid from your Navigator Personal Retirement Plan account please go to Section 20.

To be completed only for Aviva Protection policies held within the Norwich Union Superannuation Trust ('the Trust')  
ABN 31 919 182 354 (the owner of this policy is the Trustee of the Trust)

The Trustee is NULIS Nominees (Australia) Limited ABN 80 008 515 633 AFSL number 236465

### Contributions

Please identify who is contributing:

Personal contributions only\* (member or spouse)

\* If personal contributions, are you eligible to claim tax deduction? Yes  No

Employer<sup>†</sup> only (including salary sacrifice)

Part personal and part employer<sup>†</sup> contributions

<sup>†</sup> Please complete the following only if the insured's employer is contributing to the Aviva Protection – Life policy.  
Note that the owner of this policy is the Trustee of the Trust.

Employer details:

Full name of employer (company name)

Contact name

Postal address

Suburb

State

Postcode

Telephone (home)

Fax

### Declarations and acknowledgements to NULIS Nominees (Australia) Limited, Trustee of the Trust.

- (a) I hereby apply to become a member of the Norwich Union Superannuation Trust
- (b) I am eligible to make superannuation contributions, or I am eligible to receive contributions made on my behalf (see page 48)
- (c) I will be bound by the Trust Deed governing the Trust as it may be varied from time to time
- (d) I will make a full disclosure in writing of any superannuation benefits which are to be transferred to the Trust to enable the Trustee to effectively administer all benefits secured on my behalf under the Trust
- (e) I will advise the Trustee in writing if the contribution information provided above changes
- (f) I am aware that in the event of a claim under an Aviva Protection – Flexible Recovery Money policy written in conjunction with an Aviva Protection – Life policy the amount of death and, if applicable, disability cover payable under this policy will be reduced by the amount of benefit actually paid under the Aviva Protection – Flexible Recovery Money contract.
- (g) By completing this form, you understand that any personal information we may collect about you in the course of our business may be used and disclosed as outlined in our Privacy Policy, which is designed to protect your interests and is consistent with the requirements of the Privacy Act, can be obtained through our website, [avivagroup.com.au](http://avivagroup.com.au), or by writing directly to us, at GPO Box 2567W, Melbourne Victoria (Attention: Privacy Officer)

Member's signature

X

Date

**Applicant's Tax File Number**

Please refer to page 44 for details on providing your Tax File Number

## Section 19 Norwich Union Superannuation Trust (cont.)

### Nomination of beneficiaries – Norwich Union Superannuation Trust ('the Trust')

Do not complete this section if the policy is paid for from your Navigator Personal Retirement Plan account, as you will need to complete the form within your Navigator Personal Retirement Plan application.

As a member of the Trust you have two options in relation to your Death Benefit Nominations. You can make a Non Binding Nomination or you can make a Binding Death Benefit Nomination. Tick one of the boxes below in part A or B to indicate your choice. Then go to Part C to provide details of your nomination. For information on making nominations and who can be nominated please refer to page 43 in the PDS.

#### Part A Non Binding Nomination

You may nominate your dependants and the proportion of your benefits to be allocated to each dependant. When assessing who is entitled to your benefits in the event of your death the Trustee will take this nomination into account, however it is not bound by this nomination.

OR

#### Part B Binding Death Benefit Nomination

Only choose Part B if you wish to apply for a nomination that is binding on the Trustee of the Trust.

Your binding nomination states the proportions of your death benefit you want to be paid to your dependants and/or personal legal representative

**IMPORTANT: All Binding Death Benefit Nominations MUST have two adult witnesses when signing Part C.**

#### Part C Death Benefit Allocation

Please specify your required benefit allocation for each person, and ensure the total allocation adds up to 100%. Please specify the amount as a percentage to go to each person.

Full name of beneficiary	Relationship to member	Total allocation %	Date of birth	Address
e.g. May Boom	<input type="checkbox"/> Spouse <input checked="" type="checkbox"/> Child <input type="checkbox"/> Other dependant*	100%	5/2/85	6 Manly Road, Keys Vic 3020
1.	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other dependant*			
2.	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other dependant*			
3.	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other dependant*			
4.	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other dependant*			
5.	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other dependant*			
Estate/legal personal representative Name:			N/A	
<b>Total must add up to 100%</b>				

\*IMPORTANT: For information on making nominations and who can be nominated please refer to page 43 in the PDS.

## Section 19 Norwich Union Superannuation Trust (cont.)

### Declarations

- I understand that if I choose to make a non-binding nomination
  - The Trustee has absolute discretion as to whom, and the manner in which, the Death Benefit is paid.
  - The Trustee will consider my nomination but will not be bound by it.
- I understand that if I choose to make a binding nomination I should review this nomination regularly, or as my circumstances change (e.g. marriage, birth of a child). I understand that:
  - If the nomination is valid at the time of my death, the Trustee must pay the benefit as directed, regardless of any change in my personal circumstances or that of my beneficiaries (except where they cease to be eligible to receive the benefits)
  - The nominations will be invalid and have no effect on the expiry of 3 years after the date of the signature, on the termination of the policy/interest to which this nomination relates, on ceasing to be a member of the Trust or if my nominated dependants cease to be eligible to receive the benefit. I can renew my nomination prior to expiry by contacting the administrator.

Full name of life insured:

Member's signature

Date   /   /

### Binding Nominations

**Do not sign unless you have two adult witnesses present. Two adult witnesses must sign and date this form at the same time as you have signed – but neither must be nominated as a beneficiary.**

#### Witness 1

Signature

Date   /   /

Print name

Print address

Suburb

State

Postcode

#### Witness 2

Signature

Date   /   /

Print name

Print address

Suburb

State

Postcode

## Section 20 Navigator Personal Retirement Plan

To be completed only for Aviva Protection policies held within the Navigator Personal Retirement Plan ('The Plan')

Navigator Account

Navigator PRP account name

Retirement account number

### Acknowledgements

1. I am aware that in the event of a claim under an Aviva Protection – Flexible Recovery Money policy written in conjunction with an Aviva Protection – Life policy the amount of death and, if applicable, disability cover payable under this policy will be reduced by the amount of benefit actually paid under the Aviva Protection – Flexible Recovery Money contract.
2. I am aware that if I cease to hold an account within the Plan from which the premiums for the Aviva Protection policy are payable the insurance cover will cease. For the insurance cover to continue it must be transferred to a new policy with Aviva based upon the terms and conditions applicable at the time of closing the account within the Plan.

## Section 21 Superannuation – issued to another complying superannuation fund

Please complete the following if the Aviva Protection policy is to be owned by another complying fund (ie not the Norwich Union Superannuation Trust or the Navigator Personal Retirement Plan).

### Declaration

To be signed by two directors or company secretary and one director in the case of a trustee company, or by at least two of the individual trustees.

1. I am one of the trustees or an officer of the trustee company.
2. That the fund is a complying superannuation fund and is operated in accordance with the requirements of the Superannuation Industry (Supervision) Act 1993 and Regulations. If your fund is non complying, see page 43.
3. I undertake to promptly inform Norwich Union Life Australia Limited ('NULAL') if the fund ceases to be a complying superannuation fund or if the Life Insured ceases to be a member of the fund.
4. The trustee is authorised by the fund's Deed to enter into insurance contracts providing life or disability cover.
5. There is nothing in the fund's Deed which conflicts with the provision of any of the benefits selected for this insurance policy.
6. I undertake to promptly inform NULAL if there is a change of trustee of the fund.
7. I am aware that in the event of a claim under an Aviva Protection – Flexible Recovery Money policy written in conjunction with an Aviva Protection – Life policy the amount of death and, if applicable, disability cover payable under this policy will be reduced by the amount of benefit actually paid under the Aviva Protection – Flexible Recovery Money contract.

Name of Superannuation fund

APRA Regulated Fund – Superannuation Fund Number (SFN)

OR

ATO Regulated Fund

Name of Superannuation fund

Australian Business Number (ABN)

Postal Address

Suburb

State

Postcode

Telephone



# Section 21 Superannuation – issued to another complying superannuation fund (cont.)

## Trustee Details

**(a) Use this section if the trustee is a company**

I am a sole Director and the sole Secretary of this company Yes  No



Please affix company seal here if required by the Company's Constitution

**EXECUTED for and on behalf of**

**PTY LTD**

Date / /

Signed

Director:

Title  Family name  Given name(s)

Signed

Director/Secretary:

Title  Family name  Given name(s)

**OR**

**(b) Use this section if individual trustee**

Names (If more than 3 individuals, please attach further names. Note only two individual trustees required to sign.)

### First Individual Trustee

Title  Family name  Given name(s)

Signature

Date / /

### Second Individual Trustee

Title  Family name  Given name(s)

Signature

Date / /

### Third Individual Trustee

Title  Family name  Given name(s)

Signature

Date / /

## Section 22 Beneficiary Nomination Form/Third Party Interests (Life and Recovery Money policies only)

### Ordinary business only

I,  (the policy owner)  
nominate the undermentioned persons to receive any proceeds that may become payable under this policy as a result of the death or the occurrence of an insured event affecting the life insured.

	% of Death Benefit	% of TPD and/or Critical Illness Benefit
Title <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input style="width: 50px;" type="text"/> Other	<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %
Person 1 <input style="width: 550px;" type="text"/>		
Date of birth <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Address <input style="width: 550px;" type="text"/>		
<input style="width: 150px;" type="text"/> State <input type="text"/> <input type="text"/> <input type="text"/> Postcode <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Contact no <input style="width: 250px;" type="text"/>		
Title <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input style="width: 50px;" type="text"/> Other	<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %
Person 2 <input style="width: 550px;" type="text"/>		
Date of birth <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Address <input style="width: 550px;" type="text"/>		
<input style="width: 150px;" type="text"/> State <input type="text"/> <input type="text"/> <input type="text"/> Postcode <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Contact no <input style="width: 250px;" type="text"/>		
Title <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input style="width: 50px;" type="text"/> Other	<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %
Person 3 <input style="width: 550px;" type="text"/>		
Date of birth <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Address <input style="width: 550px;" type="text"/>		
<input style="width: 150px;" type="text"/> State <input type="text"/> <input type="text"/> <input type="text"/> Postcode <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Contact no <input style="width: 250px;" type="text"/>		
<b>Total (Must equal 100%)</b>	<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %

**Notes**  
 Payment of benefits will be made on the basis of the latest nomination received by NULAL. If there is no nomination, or the nomination has been revoked, benefits will be paid to the policy owner (or their estate). The policy owner may vary the nomination at any time. If a nominated person pre-deceases the Life to be Insured and no replacement nomination has been received by NULAL, then that person's nominated amount will be paid to the policyowner (or the policyowner's estate).  
 Persons nominated should seek advice from their taxation adviser regarding the potential taxation implication of any benefit received. Uncertainties about Capital Gains Tax implications exist for TPD and Critical Illness Benefits if the recipient is other than the Life to be Insured or spouse or certain defined relatives.

Policyowner **A** signature  X Date  /  /

Policyowner **B** signature  X Date  /  /

*(If applicable)*

## Section 23 Authority to release medical information (to be completed in ALL cases)

I hereby authorise any medical practitioner, hospital, clinic or other person (including any life insurance company or underwriter) to disclose to Norwich Union Life Australia Limited (NULAL) or any third party engaged by NULAL full details of my health, medical history or any other information, for the primary purpose of assessing my application or managing my policy. A photocopy of this Authority should be accepted as my personal authority.

Life to be Insured's full name  Date of birth / /

Address   
  
 State  Postcode

Signature  X  Date / /

## Section 24 Premium Receipt

### Deposit premium receipt

Received from  
Name

Address   
 State  Postcode

Total amount \$ , .

For Norwich Union Life Australia Limited by

Norwich Union Life Australia Limited shall be on risk when the following conditions have been met.

#### Conditions

1. Payment of the first premium is received in full.
  2. Norwich Union Life Australia Limited notifies the Policyowner that the Application is accepted.
  3. If after signing the Application, but before the Policy is issued, the proposed Insured suffers any illness or injury or is refused life or disability insurance by another Insurer, Norwich Union Life Australia Limited is to be notified whereupon it will then confirm to the Policyowner the terms on which it will consider the risk.
  4. This receipt is not valid unless signed by an Adviser, or Employee of Norwich Union Life Australia Limited and unless the remittance, if made by cheque (payable to Aviva), is honoured on the first presentation. This receipt is to be issued only if payment is made at the time of signing the Application, otherwise it must not be detached.
- If you are not contacted regarding the proposed Insurance within 30 days, please notify Norwich Union Life Australia Limited at its Head Office, 509 St Kilda Road, Melbourne 3004, giving the name of the Adviser, or Employee, date and amount paid.

### Office use only – deposit premium receipt

If no money submitted with proposal please indicate by writing 'NIL' in space provided

	Policy 1	Policy 2	Policy 3	Policy 4
Policy number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Amount banked \$	<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"/>	<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"/>
Date received	<input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			
Payment method	<input type="text"/>		CDR number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Received by	<input type="text"/> <input type="text"/> <input type="text"/> (Aviva officer's initials)			

Norwich Union Life Australia Limited  
ABN 34 006 783 295 AFSL number 241686

Head office and Registered Office  
509 St Kilda Road Melbourne Victoria 3004 GPO Box 2567W Melbourne Victoria 3001  
Telephone client support freecall on 1800 626 110 Fax 03 9820 1534  
[avivagroup.com.au](http://avivagroup.com.au)

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# Section 25 Payment Authorities

Method of payment

Both initial and ongoing fields must be complete.

Method	Direct Debit	Credit/Debit Card	Deduction from PIP/PRP Account	Cheque <small>(Not available for monthly payments)</small>
Initial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ongoing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Debits will be made on the closest payment day of the month following the commencement of your policy, unless you require deductions on a specific date, if so please complete the following.

Payment day  4th  11th  18th  25th

**(a) Credit/Debit card payment authority**

Card type  Master Card  Visa Policy number

Card number           Expiry date  /

Card holder's name

Signature  X Date  /  /

**(b) Deduction from PIP/PRP Account**

Family name  First name/s

I/We

request Aviva Australia until further notice to debit my/our investment/retirement account any amounts which Norwich Union Life Australia Limited ABN 34 006 783 295 AFSL number 241686 may charge me/us

**Details of Investment/retirement account**

Name of investment/retirement account

Investment/retirement account number

**Please note:** Deduction from the investment/retirement account is not available in all circumstances. If in doubt please refer to Aviva Australia.

**(c) Direct debit request**

Family name  First name/s  Policy number

I/We

request the Financial Institution below, until further notice, to debit to my/our account at the financial institution identified below, any amounts which **Norwich Union Life Australia Limited ABN 34 006 783 295 AFSL number 241686** (User ID No 000110) may debit or charge me/us through the Direct Debit Request System. This request will remain in force in accordance with the terms described in the Direct Debit Service Agreement.

**Details of account to be debited**

Name of Financial Institution

Branch Address

Account Name

Account Number  BSB Number

**Please note:** 1. Direct debiting is not available on the full range of accounts. If in doubt, please refer to your financial institution.  
2. A fee may be charged for this service.

Signature of customer  X Date  /  /

Name

Address

Suburb  Postcode

Norwich Union Life Australia Limited  
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## Section 25 Payment Authorities (cont.)

### (d) Direct debit request

Policy number

Family name

First name/s

I/We

request the Financial Institution below, until further notice, to debit to my/our account at the financial institution identified below, any amounts which **Norwich Union Life Australia Limited ABN 34 006 783 295 AFSL number 241686** (User ID No 000110) may debit or charge me/us through the Direct Debit Request System. This request will remain in force in accordance with the terms described in the Direct Debit Service Agreement.

#### Details of account to be debited

Name of Financial Institution

Branch Address

Account Name

Account Number

BSB Number

 - 

**Please note:** 1. Direct debiting is not available on the full range of accounts. If in doubt, please refer to your financial institution.  
2. A fee may be charged for this service.

Signature of customer

Date

/ / 

Name

Address

Suburb

Postcode

Norwich Union Life Australia Limited  
ABN 34 006 783 295 AFSL number 241686

Head office and Registered Office  
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## Section 26 Declaration and agreement

I, the person proposed for the Insurance (Life to be Insured), declare that all the answers to the questions and statements concerning myself contained in this Application and in any Personal Statement subsequently signed by me are true, current and complete and I hereby agree that any medical practitioner who has been, or who may hereafter be, consulted by me shall be and is authorised and directed by me to divulge at any time to Norwich Union Life Australia Limited, or to any legal tribunal, any information he/she may have acquired with regard to myself, and I expressly waive all professional confidence and provisions of law as to privilege or otherwise forbidding disclosure of such information.

I/We, the Policyowner, declare that all the answers to the questions and statements concerning the Life to be Insured, or myself, made in this form and any attachments are true, current and complete.

If I/we have not completed the answers and questions myself /ourselves I/we certify that I/we have checked them and certify that they are true, current and complete.

I/We have read the duty of disclosure and the statement on non-disclosure set out on the front of this Application and the Aviva Protectionfirst Product Disclosure Statement and I/We understand the contents. I/We understand that the information contained in this Application is relied upon by Norwich Union Life Australia Limited in assessing the risk and the insurance.

I/We understand that if, after signing this Application and before the policy is issued, the Life to be Insured suffers any illness or injury or is refused life or disability insurance by another insurer, the duty of disclosure extends to notification to Norwich Union Life Australia Limited whereupon it will confirm to the Policyowner the terms upon which this application will be considered.

I/We acknowledge that we have received, read and understood the Aviva Protectionfirst Product Disclosure Statement from which this application was taken, and expressly confirm that I/we have received a Product Illustration, a copy of which is attached to this application, in respect of the insurance product that I/we am/are applying for.

I/We, the Policyowner and/or the Life to be Insured, authorise my/our current or future financial adviser and their staff, as my/our agent, to convey my/our instructions in relation to this application for insurance, to Norwich Union Life Australia Limited by any method acceptable to Norwich Union Life Australia Limited (including electronically). I/We release and indemnify Norwich Union Life Australia Limited from and against all liability arising as a result of Norwich Union Life Australia Limited, in accordance with instructions, acting or omitting to act. I/We understand that Norwich Union Life Australia Limited may accept information by telephone, facsimile or e-mail from me/us or from me/our financial adviser as my/our agent for the purpose of providing such information to Norwich Union Life Australia Limited.

Life to be Insured to sign and date:

X

Date   /   /

Policyowner (if Ordinary business only and different from Life to be Insured) to sign and date

X

Date   /   /

Norwich Union Life Australia Limited ABN 34 006 783 295 AFSL number 241686

### Privacy authorisation

I/we have read and understood the section on page 52 of the PDS titled 'Personal information' and consent to:

- (a) the use, collection and disclosure of personal information of the Life / Lives to be Insured for all purposes and uses described within that section; and

*(Please select one of the following options.)*

- (b) you discussing with my financial adviser any matter relevant to the assessment of this insurance proposal including financial, medical and other matters, whether disclosed in this application, obtained from third parties (eg doctors, accountants) or otherwise discovered as part of the assessment process;

**OR**

- (c) you discussing with my financial adviser for the purposes of the assessment of this insurance proposal only those matters disclosed on this application.

Life to be Insured to sign and date:

X

Date   /   /

Policyowner (if Ordinary business only and different from Life to be Insured) to sign and date

X

Date   /   /

Sign whichever is applicable

## Section 27 Adviser details (To be completed by adviser)

Company/Business name

Personal name

Telephone - Telephone -

Fax -

Email (Adviser)

Email (Contact for this application)

**Distribution fee format required (must be completed) Note: if transferring cover from an existing NULAL policy the format must remain the same.**

### Distribution fee format

Upfront     Stepped     Upfront/Level     Level

### Distribution fee split

Agency number	Initial distribution fee split	Agency number	Renewal distribution fee split (Upfront only)
<input type="text"/>	<input type="text"/> % Must = 100%	<input type="text"/>	<input type="text"/> % Must = 100%
<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %	<input type="text"/>	<input type="text"/> %

### Adviser/Broker field underwriting report

If 'No', please provide full details (if insufficient space provide separate summary)

- Has the application been fully completed and the declarations signed in your presence?  Yes  No
- Have the authorities on pages 89 to 93 been completed?  Yes  No
- Is the first premium attached to the application?  Yes  No
- Have all the relevant sections and declarations been completed in full and signed, including payment authorities section 24?  Yes  No
- Have all standard medical requirements been arranged?  Yes  No
- Are you utilising a paramedical service for the required medical information?  Yes  No
- If a HIV/MBA blood test is required, have you provided the client with the relevant brochure information?  Yes  No
- A copy of the quotation must be attached. If not the application cannot be processed.**
- Have all adviser details including remuneration format, been completed?  Yes  No
- Has Interim Accident Certificate on page 63, been completed  Yes  No

### Adviser notes (special comments – If additional comments required please attach accordingly)

