# MLC Personal Protection Portfolio

PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement was prepared by:

> MLC Limited ABN 90 000 000 402 AFSL 230694

Registered Office: 105–153 Miller Street North Sydney NSW 2060

> Telephone: 132 652 Facsimile: 1800 550 081 Website: mlc.com.au

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PERSONAL MAGAZ TINE

# Welcome to MLC Personal Protection Portfolio

#### Throughout this Product Disclosure Statement:

References to:	To be read as:
'we', 'us', 'our', 'MLC'	MLC Limited in its capacity as insurer.
'you', 'your'	Assumes that you are both the policy owner and the life insured.
PDS	Product Disclosure Statement.

## Important notes

- This Product Disclosure Statement ('PDS') gives important information about MLC Personal Protection Portfolio, which is current until the date it is replaced by Issue Number 5 and must not be used after that date.
- The MLC Personal Protection Portfolio policy document contains the full legal terms of the insurance we will provide.
- The benefits available under any MLC Personal Protection Portfolio are issued out of MLC's No. 1 Statutory Fund.
- MLC is part of the National Australia Bank Group. As at 30 June 2006, MLC Australia (which includes MLC) managed more than \$89 billion on behalf of retail and corporate customers.
- An MLC Personal Protection Portfolio policy does not represent a deposit with or liability of National Australia Bank Limited (ABN 12 004 044 937) (AFSL 230686) or any other member of the National Australia Bank Group of companies (other than a liability of MLC Limited as insurer).
- Neither National Australia Bank Limited, nor any other member of the National Australia Bank Group of companies (other than MLC Limited as insurer) guarantees or accepts liability in respect of the MLC Personal Protection Portfolio.
- This PDS does not constitute and should not be construed as an offer, invitation or recommendation by MLC to apply for life insurance in any state, country or jurisdiction other than Australia.
- We will, on request and without charge, during the currency of the offer contained in this PDS, send a copy of the paper version of this document to a person in Australia who is eligible to apply for the product on offer.
- Any advice in this PDS has been prepared without taking account of your objectives, financial situation or needs. Because of this, you should, before
  acting on any advice in this PDS, consider whether it is appropriate to your objectives, financial situation and needs.
- Applications for MLC Personal Protection Portfolio will only be accepted on an application form accompanying or attached to this PDS.
- Information in this PDS may change from time to time. This information will be updated and made available to you at mlc.com.au. Alternatively, you can request a paper copy of this information and it will be made available to you free of charge, by writing to the address appearing on the back cover of this PDS. We will notify you if there is a material adverse change to the information contained in this PDS.
- This life insurance is designed purely for protection and is not a savings plan. Unlike some other types of life insurance which have investment or savings components, it will never have a surrender or cash value.

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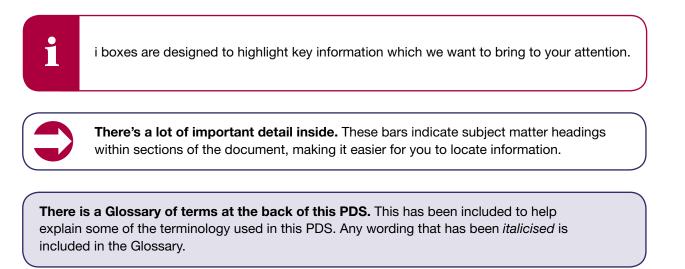
#### At the back of this PDS

Application Form

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## Using this document

We have designed the Navigation and Information bars below to help you understand the content of this document better.



# The benefits of MLC Personal Protection Portfolio



This section will give you an understanding of MLC Personal Protection Portfolio.

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

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

#### What benefits are available?

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

Type of insurance	Risk covered	Benefit
	If this happens to a life insured <sup>#</sup>	We pay this benefit
Life Cover Plus	Death	An agreed lump sum
(Guaranteed renewal up to age 100 for stepped premium or decreasing cover. If level premium is chosen there is an	Terminal illness	The agreed lump sum (max. \$2,000,000)
option to continue beyond age 65)▲	Accidental injury	One quarter (max. \$500,000) or all of the agreed lump sum (max. \$2,000,000) depending on the circumstances
Life Cover Standard	Death	An agreed lump sum
(Guaranteed renewal up to age 100 for stepped premium or decreasing cover. If level premium is chosen there is an option to continue beyond age 65) <sup>▲</sup>	Terminal illness	The agreed lump sum (max. \$2,000,000)
Options with Life Cover Total and Permanent Disability (TPD) Total and Permanent Disability (up to age 65)	Total and Permanent Disability	An agreed lump sum
Loss of Independence (over age 65)	Cannot perform activities of daily living	The agreed lump sum (max. \$500,000)
Terminal Illness Support	Terminal illness	50% of the agreed lump sum (max. \$250,000)
Critical Illness Plus (Guaranteed renewable up to age 75)	Certain defined critical conditions	An agreed lump sum
Option with Critical Illness Plus Extra benefits option	Extra benefits package	Additional benefits for extra premium
Critical Illness Standard (Guaranteed renewable up to age 75)	Fewer defined critical conditions	An agreed lump sum
Buy back options	After you receive your full benefit under either TPD or Critical Illness	You can then restore your Life Cover benefit to its original amount (for death risk only)

# Definitions, policy conditions and exclusions apply to most of these events. You must satisfy the policy conditions and definitions before a benefit becomes payable. The full definitions, policy conditions and exclusions are contained in the policy document.

The stepped premium, decreasing cover and level premium structures are outlined on page 8.

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Type of insurance	Risk covered	Benefit
	If this happens to a life insured <sup>#</sup>	We pay this benefit
Total and Permanent Disability (TPD) as a stand alone cover		
Total and Permanent Disability (up to age 65)	Total and Permanent Disability	An agreed lump sum
Loss of Independence (over age 65)	Cannot perform activities of daily living	The agreed lump sum (max. \$500,000)
Critical Illness Plus as a stand alone cover (Guaranteed renewable up to age 75)	Certain defined critical conditions	An agreed lump sum
Option with Critical Illness Plus as a stand alone cover Extra benefits option	Extra benefits package	Additional benefits for extra premium
Income Protection Plus Professional, clerical and general occupations (Guaranteed renewable up to age 65)	Temporary disability – cannot work	An agreed monthly benefit to replace lost income
Special risk occupations (Not guaranteed renewable up to age 65)	Temporary disability – cannot work	An agreed monthly benefit to replace lost income
Income Protection Plus Farmer package (Guaranteed renewable up to age 65)	Temporary disability – cannot work	An agreed monthly benefit to replace lost income
Options with Income Protection Plus Extra benefits option	Extra benefits package	Additional benefits for extra premium
Indemnity option (Not available under Income Protection Plus Farmer package)	Temporary disability – cannot work	A monthly benefit to replace lost income
Income Protection Standard Professional, clerical and general occupations (Guaranteed renewable up to age 65)	Temporary disability – cannot work	A monthly benefit to replace lost income
Special risk occupations (Not guaranteed renewable up to age 65)	Temporary disability – cannot work	A monthly benefit to replace lost income
Business Expenses (Guaranteed renewable up to age 65)	Temporary disability – cannot work	Reimbursement of business costs, up to an agreed monthly benefit (for self- employed and small partnerships)
Premium Waiver (Guaranteed renewable up to age 65)	Disability – permanent disability – or retrenchment	Waives your insurance premiums while disabled or when retrenched

# Definitions, policy conditions and exclusions apply to most of these events. You must satisfy the policy conditions and definitions before a benefit becomes payable. The full definitions, policy conditions and exclusions are contained in the policy document.



#### Risks associated with MLC

As with any investment, insurance or management or administration arrangements, there is a risk that MLC might not meet its obligations to the policy owner. To minimise the risk, MLC has a number of risk management strategies in place, including corporate governance policies and procedures. Consequently, MLC is confident that it can meet its obligations to the policy owner.

#### Incorrect or Inadequate product

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

#### Future Insurability

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

#### **Replacing Insurance**

If you are replacing insurance cover, we recommend you compare the differences in cover between the existing and replacement policies and only cancel your policy when the replacement insurance is in place. This is because there is a risk that the new insurance may not provide you with benefits that would have been available under your existing policy (including benefits for conditions which are considered as pre-existing under the replacement policy). There is also the risk that you may be without protection if the new insurance is not issued and your existing cover has lapsed or been cancelled. However, once replacement cover is in place, you must cancel your existing insurance, as this is the basis on which the replacement policy was issued. If you do not cancel the replaced policy, any benefit that becomes payable on the occurrence of an event under the new insurance will be reduced by any benefit that you, your estate or a nominated beneficiary is entitled to receive for the same event under the insurance policy we understood was to be replaced.

#### Assignment

You may assign your policy to someone else. The assignment has to be approved by us in order for it to be effective. Further details are set out in the policy document.



#### How MLC Personal Protection Portfolio works

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

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

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

If a claimable event happens to a life insured, then MLC will pay the corresponding benefit. These benefits are detailed in each benefit section of this PDS. While we are considering your application, any *premium* paid stays in a trust account until your application is accepted or refunded if declined. Any interest earned on monies in the trust account will be retained by MLC.

If you are also applying for a product issued by MLC Nominees Pty Limited (ABN 93 002 814 959) (AFSL 230702) (RSE L0002998) Trustee for The Universal Super Scheme (R1056778), you should provide MLC Nominees Pty Limited with a cheque made payable to it for that product in accordance with the Product Disclosure Statement for that product. However, if we receive a cheque made payable to MLC Limited that covers both your application for MLC Personal Protection Portfolio and your application for a product issued by MLC Nominees Pty Limited, you instruct us as your agent to either return the cheque or deposit it in the above trust account and then to pay the amount for the other product to MLC Nominees Pty Limited.

You can pay *premiums* monthly (by direct debit or credit card), half-yearly or yearly. If you pay monthly, your *premiums* over the year would be 7% more than if you paid yearly. If you pay half-yearly, your *premiums* over the year would be 4% more than if you paid yearly. *Premiums* must be paid in advance. For example, if your yearly *premium* was \$1,500, and you decided to pay your *premium* monthly, your total *premiums* for the year would be \$1,605 (ie 7% more than \$1,500).

The amount of the *premium* will differ according to individual circumstances, including but not limited to the amount of the benefit that you select, your age at policy commencement, sex, occupation, smoking status, medical history, lifestyle and leisure activities. Generally, the impacts these factors will have on the *premium* are as follows:

- Age Premium rates will depend on the premium structure selected (see opposite). If a stepped premium structure is selected, the *premium* generally increases with age. If a level premium structure is selected, the *premium* for a particular level of cover is calculated based on the life insured's age at the time of application.
- Sex Premium rates will vary depending on the sex of the life insured.
- Occupation Premium rates may vary depending on the life insured's occupation. Generally occupations with hazardous duties or higher occupational risk will have higher premium rates.
- Smoking Status Premium rates are more expensive for smokers than non-smokers.
- Medical history Premium rates may vary depending on the life insured's state of health and/or their family's medical history.
- Lifestyle and leisure activities Premium rates may vary depending on the life insured's pastimes. The greater the risk of the lifestyle and leisure activities undertaken by the life insured, the more expensive the *premium*.

The minimum insurance cover you can select is \$25,000 for each type of insurance except for Income Protection and Business Expenses where you can select a minimum of \$500 a month. Your initial *premium* will be stated in the *Schedule* which accompanies your policy document.

The *premium* for both your initial cover and for subsequent changes are subject to the following minimums:

	Minimum premium**	Minimum increase in premium**
Yearly	\$250	\$250
Half-yearly	\$130	\$130
Monthly	\$20	\$20

\*\* Subject to not exceeding the maximum allowable insured benefit amounts (see pages 12 to 59 for details).

#### Selecting a benefit and premium structure

For certain insurance benefits you can choose to have benefits and *premiums* structured in one of three ways:

Stepped premium

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

 Decreasing cover (not available for TPD Stand Alone, Income Protection or Business Expenses)

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

#### • Level premium (not available for TPD Stand Alone or Critical Illness Plus Stand Alone)

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

You can also make different selections for different types of insurance.

#### If premiums are not paid

We will cancel your policy and your cover will cease if:

- (a) a *premium* is not paid in full by the date that it is due to be paid; and
- (b) after providing you with notice as required by the applicable laws, the *premium* is not paid in full by the end of that notice period.

We will deduct any unpaid premium from any benefits paid under the policy.

If your policy is cancelled due to non-payment of premiums, you can apply to have it reinstated (put back in force) on terms set by MLC up to six months after the date the policy was cancelled.

Please note that:

- your policy will not be reinstated until we approve the reinstatement (MLC is under no obligation to approve the application for reinstatement);
- payment of overdue amounts does not • automatically reinstate your policy;
- if we do not reinstate your policy, we will refund • any premium amounts you sent to us after this policy was cancelled; and
- you must tell MLC (in writing) about any event that could influence MLC's decision to reinstate this policy. This is part of your Duty of Disclosure as set out on page 65.

#### Changes in premiums

We may change one or more components of our premium rates for the life insured's risk classification at any time. As a result, the amount of your premiums will change. However:

- we will give you one month's written notice before we change your *premiums*;
- we will only change your premiums as at the review date (the date on which we review your benefits and premiums each year) following any change; and
- we will not single you out for a change in premiums.

Premium rates for each type of insurance are available upon request by calling the MLC Service Centre on 132 652, option 4.





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

The *premiums* charged include the policy fee for your policy. The policy fee at the preparation date of this PDS is as follows:

- for yearly *premiums*: \$68.45
- for half-yearly premiums: \$35.60 (ie \$71.20 pa)
- for monthly *premiums*: \$6.11 (ie \$73.32 pa)

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

The latest policy fee information for new policies is available on **mlc.com.au** 

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

There is no *GST* payable by you on the policy *premium*.

#### Family Law charges

Please see the section titled 'Family Law arrangements' on page 74 for details.

#### Inflation linked option

Because *inflation* may erode the value of your insured benefits, we have included *inflation* linked increases. This means that each year your benefits can increase in line with the rise in the Consumer Price Index (*CPI*).

All you have to do to accept the increase is pay the corresponding additional *premium* (which will vary depending on the increased benefit and your age). The increase is available regardless of any claims you make on your policy, or any changes in the health of those insured. You will be notified of the increase one month prior to the *review date*. You may decline the *inflation* linked increase for a particular year by notifying MLC in writing within two months after the *review date*, and MLC will not increase your benefits according to *inflation* for that year.

Conditions apply as follows:

- For Life Cover, Total and Permanent Disability and Critical Illness benefits, the minimum increase will be the increase in *CPI* or 3%, whichever is higher.
- For Income Protection and Business Expenses benefits, the indexation increase will be the increase in *CPI*.

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

# The types of insurance offered



This section outlines the types of insurance offered under MLC Personal Protection Portfolio



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



#### What is Life Cover insurance?

You insure yourself for a particular amount. Then if you die whilst the policy is in force, we pay to each of your nominated beneficiaries (see page 69 for further explanation about nominated beneficiaries) their share of that amount. If you have no nominated beneficiaries, we will pay the amount to your estate unless we are legally required to pay the benefit to someone else. However, if the policy owner and the life insured are not the same person, or if there is more than one policy owner, the situation will be different.

If there is more than one policy owner, this policy will be jointly owned by all of them. If one policy owner dies, this policy will be owned by the remaining owner, or jointly owned by all remaining owners. We will pay any benefits under this policy to the policy owner(s) you nominate. If all policy owners have died, we will pay any benefits to the estate of the owner who died last, unless we are legally required to pay the benefits to someone else. Please consult your financial adviser or the policy document for details.

Or, if you contract a terminal illness whilst the policy is in force, we pay the lesser of the amount or \$2,000,000.

We offer a choice of Life Cover insurance plans to suit your needs and budget:

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

#### Features of both plans

- Cover for: death
  - terminal illness
- Availability of a Financial Planning Benefit (see page 13)
- Availability of an Advance Death Benefit (see page 13)

#### Additional Features of Life Cover Plus

- Cover for Accidental Injury
- The flexibility to increase your Life Cover benefit in the future without further medical evidence

These additional features are described on pages 14 and 15.

#### Options for both plans (at additional cost)

You can apply for the following:

- An option that provides for additional increases to your Life Cover benefit in the future without further medical evidence where this type of insurance is used for business purposes (see page 15)
- Additional cover for Terminal Illness Support (see page 16)
- Cover for Total and Permanent Disability and Loss of Independence (see pages 17 to 22)
- Cover for Critical Illness (see pages 23 to 38)

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

Cover for	Life Cover Plus	Life Cover Standard
Death	1	1
Terminal illness	1	1
Financial planning benefit	1	1
Advance death benefit	1	1
Accidental injury	1	_
You may be able to increase the benefit without medical evidence	1	-

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

For an additional *premium*, you can also cover yourself against the risk of Total and Permanent Disability and Critical Illness. You can also secure the right to buy back any part of your Life Cover benefit paid to you under these options. We have described these options in separate sections on pages 17 to 38.

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

#### What is Terminal Illness cover?

*Terminal Illness* is any illness that, in the opinion of an appropriate specialist physician approved by us, is likely to lead to your death within 12 months from the date MLC are notified in writing by the approved physician.

If you are diagnosed with a *Terminal Illness* while the policy is in force, we will pay the lesser of:

- the Life Cover benefit; or
- \$2,000,000.

\$2,000,000 is the most we will pay if you suffer a *Terminal Illness*, no matter how many MLC insurance policies (superannuation and/or non-superannuation) cover you.

If more than one MLC insurance policy covers you, and the total Life Cover benefits under all those policies is more than \$2,000,000, each policy will contribute to the maximum *Terminal Illness* benefit payable by MLC in the same proportion as its Life Cover benefit bears to the total Life Cover benefits.

If we pay less than your full Life Cover benefit under the policy, your Life Cover insurance will continue with a reduced amount of insured benefit and a reduced amount of *premium*.

If we pay a *Terminal Illness* benefit, you do not have to return the money to us, if you survive the 12 month period.

#### We provide a Financial Planning Benefit

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

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

The reimbursement:

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

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

#### We provide an Advance Death Benefit

If your Life Cover benefit is \$20,000 or more and you die, we will pay an advance of \$20,000 upon receipt of a written request, accompanied by a certified copy of your birth certificate and death certificate or an extract of death registration.

The amount will be paid to the remaining policy owner/s or nominated beneficiary/ies who are entitled to the Life Cover benefit. Where there is more than one nominated beneficiary we will pay each their proportionate share of the Advance Death Benefit.

The Life Cover benefit will then be reduced by \$20,000.

The payment of the Advance Death Benefit is not an admission of liability by us to pay you the Life Cover benefit. We reserve the right to recover the amount of the Advance Death Benefit paid if the Life Cover benefit claim is denied.

This benefit will be paid once in respect of all MLC policies covering you.



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

Your insurance will continue until the earliest of the following:

- on your written request to cancel the Life Cover insurance, the policy will be cancelled and your insurance cover will cease as at the next *paid to date* following receipt of that request. MLC will not refund any *premium* paid up to that *paid to date*
- we pay your full Life Cover benefit
- the policy is cancelled because you stop paying *premiums* (see page 9 for details)
- the *review date* after you turn 100 for stepped premium or decreasing cover
- the *review date* after you turn 65 years of age for level premium
- the policy is cancelled because you make a fraudulent claim
- the *termination date* shown on your *Schedule* for Life Cover insurance, or
- your death.

#### What do we exclude?

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

#### Additional features of Life Cover Plus

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

#### **Accidental Injury cover**

If you are unfortunate enough to have an *accident* whilst the policy is in force, and lose

- the use of both hands or both feet, or
- the sight in both eyes, or
- the use of one hand and one foot, or
- the use of one foot and the sight in one eye, or
- the use of one hand and the sight in one eye

we will pay your Life Cover benefit subject to a maximum payment of \$2,000,000. For the purpose of Accidental Injury cover, *accident* means bodily injury caused directly and solely by violent, external and visible means, independently of all other causes. This

maximum applies no matter how many MLC policies cover you.

Alternatively, if you lose the use of one hand or foot, or the sight in one eye, as a result of an *accident* whilst the policy is in force, we will pay you 25% of your Life Cover benefit up to a maximum of \$500,000. This maximum applies no matter how many MLC policies cover you.

If we pay an Accidental Injury benefit under this policy, your Life Cover insurance will be reduced by the amount paid and we will reduce the premiums payable in line with the reduced benefit. If you also have Terminal Illness Support insurance, then the amount of that type of insurance will be reduced to \$250,000 or 50% of the subsequently reduced Life Cover benefit, whichever is lesser. We will reduce the premiums payable in line with the reduced benefit.

The following conditions apply in both cases:

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

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

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

#### **Personal events**

If you or your spouse adopt or give birth to a child or if you:

- get married or divorced, or
- complete an undergraduate degree at a government recognised university, or
- have a dependent child who starts secondary school; then

you can apply to increase your Life Cover benefit by up to 25% of the original Life Cover benefit. The original Life Cover benefit means the benefit at the commencement date of this policy. The maximum increase for any one of these events is \$200,000.

If you take out or increase a *mortgage* to buy or improve your home, you can also apply to increase your Life Cover benefit. In this case, the maximum increase we allow is the lowest of the following:

- 50% of the original Life Cover benefit
- the value of the new *mortgage*
- the value of the latest increase to the existing *mortgage*
- \$200,000.

#### **Business events**

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

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

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

#### Conditions applying for personal and business events

You can apply for only one increase each year, but may apply as many times as the events occur over the period you have the policy, or until the review date after you turn 55, whichever occurs first. The maximum you can increase your Life Cover benefit by is the amount of the original Life Cover benefit or up to \$1,000,000, whichever is less. This limit applies to the combination of all MLC policies that cover you.

During the first six months after an increase for marriage, divorce or *mortgage*, the additional benefit amount covers you for death by *accident* only. *Accident* means bodily injury caused directly and solely by violent, external and visible means, independently of all other causes.

Your *premiums* will rise in line with the increased benefits.

You can apply to increase your Life Cover benefit only if we originally insured you on standard rates (ie without any loading due to your health, occupation or pastimes). You must apply for the increase within 30 days of the event for personal events and within 30 days of the *review date* following the event for business events. However, you cannot apply to increase your Life Cover benefit at any time when a claim is made or entitled to be made.

#### **Business Safeguard Option**

If the Personal Protection Portfolio insurance is used for one of the following purposes:

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

and the value of your financial interest in the business, loan guarantee, or value of the key person to your business increases then, until the *review date* after you turn 60, this option lets you apply to increase your Life Cover benefit in the future without further medical evidence. Refer to pages 21 and 22 for further details.



For an extra *premium*, you can apply to purchase this option as part of Life Cover insurance.

Until the *review date* after you turn 65, if you are diagnosed with a *Terminal Illness* whilst the policy is in force, and live for 30 days after we are notified of the *Terminal Illness*, we will pay you the Terminal Illness Support benefit, up to a maximum of \$250,000 or 50% of the Life Cover benefit, whichever is less. This payment is in addition to any Life Cover benefit paid due to *Terminal Illness*.

See page 78 for the definition of Terminal Illness.

If we pay a Terminal Illness Support benefit, you do not have to return the money to us, if you survive the 12 month period.

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

Under this option, we do not cover any *Terminal Illness* arising from or connected with the following:

- your intentional self-inflicted injury or attempted suicide, or
- any injury that occurred, or sickness that first appeared, before the policy commenced or was last reinstated (unless disclosed to, and accepted by, MLC as part of the application or reinstatement process).

If you apply for Terminal Illness Support insurance at some later date after your initial application for the insurance policy, the terms and conditions may be different to those in this PDS or the policy document initially issued to you. Please see the section titled 'Terms and Conditions may change for insurances taken out in the future' on page 63.

#### We provide a Financial Planning Benefit

For details of the Financial Planning Benefit, please refer to the section titled 'We provide a Financial Planning Benefit' on page 13.

## When does your Terminal Illness Support insurance end?

Your insurance will continue until the earliest of the following:

- on your written request to cancel the Terminal Illness Support insurance or Life Cover insurance, the policy will be cancelled and your insurance cover will cease as at the next *paid to date* following receipt of that request. MLC will not refund any *premium* paid up to that *paid to date*
- we pay your full Terminal Illness Support benefit or Life Cover benefit
- the policy is cancelled because you stop paying *premiums* (see page 9 for details)
- the *review date* after you turn 65
- the policy is cancelled because you make a fraudulent claim
- the *termination date* shown on your *Schedule* for Terminal Illness Support insurance, or
- your death.



# Total and Permanent Disability insurance (including Loss of Independence insurance)

## What is Total and Permanent Disability insurance?

Total and Permanent Disability (TPD) insurance pays you a lump sum when you suffer TPD or Loss of Independence. TPD insurance can be applied for as part of your Life Cover insurance or as Stand Alone insurance. We will pay for TPD until the *review date* after you turn 65. After that date, we will pay for Loss of Independence.

## Total and Permanent Disability cover: as part of your Life Cover insurance

For an extra *premium* you can add Total and Permanent Disability (TPD) insurance as part of either your Life Cover Plus or Life Cover Standard insurance plan. You can choose to have part or all of your Life Cover benefit paid if you become disabled or lose your independence in any way which meets the definitions set out in your policy.

The amount of TPD benefit you apply for (plus any Critical Illness benefit) must not exceed the amount of your Life Cover benefit. When you are paid a TPD or Loss of Independence benefit, your Life Cover is reduced by that amount. In that sense, your TPD benefit is part of your Life Cover benefit.

## Total and Permanent Disability cover: as a stand alone insurance

This option is not available with decreasing cover or level premium.

If you take out TPD cover on its own, we will pay the full TPD benefit only if you live for 14 days after becoming totally and permanently disabled. Any Life Cover you have will not be affected.

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

#### Features

- Cover for Total and Permanent Disability and Loss of Independence
- Availability of a Financial Planning Benefit

#### Options (at additional cost)

- You may be able to apply for an 'Own Occupation' definition for certain occupations (see page 19)
- An option that enables you to buy back your Life Cover benefit after a claim (see page 21). This option is only available if you choose TPD as part of your Life Cover insurance
- An option that provides for additional increases to your TPD benefit in the future without further medical evidence where this type of insurance is used for business purposes (see page 21 and 22).

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

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

If you apply for TPD insurance at some later date after your initial application for the policy, the terms and conditions may be different to those in this PDS or the policy document initially issued to you. Please see the section titled 'Terms and conditions may change for insurances taken out in the future' on page 63.

The maximum total TPD benefit you can apply for is \$2,500,000.

#### We provide a Financial Planning Benefit

For details of the Financial Planning Benefit, please refer to the section titled 'We provide a Financial Planning Benefit' on page 13.

#### What is Total and Permanent Disability?

#### 'Any Occupation' Definition

The 'Any Occupation' definition of Total and Permanent Disability varies according to your employment status.

**If you are** *gainfully employed* at the time the disability begins, you are totally and permanently disabled if you have a disability caused by an injury or sickness and you satisfy the criteria in (a), (b) or (c) below:

(a)

- as a result of your disability, you are completely unable to work at your usual occupation, or at any other occupation you are reasonably suited to by way of education, experience or training, and are unlikely ever to be able to do so again, and
- these circumstances have existed continuously for at least six months,

or

(b)

- you suffer a permanent impairment of at least 25% of whole person function (as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' current edition as at the date of impairment, or an equivalent guide to impairment approved by us); and
- as a result of this impairment, you are disabled to such an extent that you are completely unable to work at your usual occupation or any other occupation you are reasonably suited to by way of education, experience or training, and are unlikely ever to be able to do so again,

Please note, if you have taken out TPD as stand alone insurance, you must survive for six months for us to consider a claim under section (a) or (b);

#### or

- (c) you have suffered from the total and irrecoverable loss of:
  - the use of both hands, or
  - the use of both feet, or
  - the sight in both eyes, or

- the use of one hand and one foot, or
- the use of one foot and the sight in one eye, or
- the use of one hand and the sight in one eye.

Please note, if you have taken out TPD as stand alone insurance, you must survive for 14 days after the loss for us to consider a claim under section (c).

If you are not *gainfully employed* at the time the disability begins, you are totally and permanently disabled if you have a disability caused by an injury or sickness and you satisfy the criteria in (a), (b) or (c) below:

(a)

- as a result of your disability, you are completely unable to do any *normal physical domestic duties*, and are unlikely ever to be able to do so again, and
- these circumstances have existed continuously for at least six months,

or

- (b)
- you suffer a permanent impairment of at least 25% of whole person function (as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' current edition as at the date of impairment, or an equivalent guide to impairment approved by us); and
- as a result of this impairment, you are disabled to such an extent that you are completely unable to do any *normal physical domestic duties* and are unlikely ever to be able to do so again,

Please note, if you have taken out TPD as stand alone insurance, you must survive for six months for us to consider a claim under section (a) or (b);

#### or

- (c) you have suffered from the total and irrecoverable loss of:
  - the use of both hands, or
  - the use of both feet, or
  - the sight in both eyes, or
  - the use of one hand and one foot, or
  - the use of one foot and the sight in one eye, or
  - the use of one hand and the sight in one eye.

Please note, if you have taken out TPD as stand alone insurance, you must survive for 14 days after the loss for us to consider a claim under section (c).

#### 'Own Occupation' Definition

If your occupation category is classified as AAA, ACT, ML or certain AA occupation categories (MLC or your financial adviser will be able to tell you your occupation category – these categories include professional occupations such as accountants, doctors and solicitors), for an additional cost you can choose an 'Own Occupation' definition. The 'Own Occupation' definition of Total and Permanent Disability varies according to your employment status.

Your own occupation means the occupation in which you were engaged at the time of your application for this type of insurance unless you have changed your occupation since then. Where the change is to an occupation or occupation category that is eligible for the own occupation definition, you may choose to have a claim assessed under either your occupation at the time of your application or your occupation immediately prior to your date of disability. Where the change is to an occupation or occupation category that is not eligible for the own occupation definition your claim will be assessed under your occupation at the time of your application.

If you are *gainfully employed* at the time the disability begins, you are totally and permanently disabled if you have a disability caused by an injury or sickness and you satisfy the criteria in (a), (b) or (c) below:

(a)

- as a result of your disability, you are completely unable to work at your own occupation and are unlikely ever to be able to do so again, and
- these circumstances have existed continuously for at least six months and during such period you have not been working in any occupation,

or

(b)

- you suffer a permanent impairment of at least 25% of whole person function (as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' current edition as at the date of impairment, or an equivalent guide to impairment approved by us); and
- as a result of this impairment, you are disabled to such an extent that you are completely unable to work at your own occupation and are unlikely ever to be able to do so again,

Please note, if you have taken out TPD as stand alone insurance, you must survive for six months for us to consider a claim under section (a) or (b);

or

- (c) you have suffered from the total and irrecoverable loss of:
  - the use of both hands, or
  - the use of both feet, or
  - the sight in both eyes, or
  - the use of one hand and one foot, or
  - the use of one foot and the sight in one eye, or
  - the use of one hand and the sight in one eye.

Please note, if you have taken out TPD as stand alone insurance, you must survive for 14 days after the loss for us to consider a claim under section (c).

**If you are not** *gainfully employed*, the not *gainfully employed* provision of the 'Any Occupation' definition of Total and Permanent Disability applies. For details of this definition please refer to the relevant section of the 'Any Occupation' definition on page 18.

#### What is Loss of Independence?

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

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

Loss of Independence also includes severe permanent cognitive impairment (if you obtain a score of 15 or less out of 30 in a 'mini mental state examination'), such that you need continuous supervision to protect yourself or other people.

The Loss of Independence circumstances must have existed continuously for at least six months.

The maximum Loss of Independence benefit we will pay is \$500,000.

Please note if you have taken out TPD as stand alone insurance, the Life Insured must survive for six months for us to consider a claim for Loss of Independence.

#### When do we pay?

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

#### **Payment for Total and Permanent Disability**

If you become totally and permanently disabled while the policy is in force, at any time until the *review date* after you turn 65, we will pay you your full Total and Permanent Disability benefit.

#### **Payment for Loss of Independence**

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

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

## When does your TPD and Loss of Independence insurance end?

Your insurance will continue until the earliest of the following:

- on your written request to cancel the Total and Permanent Disability insurance, the policy will be cancelled and your insurance cover will cease as at the next *paid to date* following receipt of that request. MLC will not refund any *premium* paid up to that *paid to date*
- we pay your full Total and Permanent Disability or Loss of Independence benefit, or your full Life Cover benefit
- the policy is cancelled because you stop paying *premiums* (see page 9 for details)
- the *review date* after you turn 100 for stepped premium or decreasing cover premium
- you turn 65 for level premium
- the policy is cancelled because you make a fraudulent claim
- the *termination date* shown on your *Schedule* for Total and Permanent Disability insurance, or
- your death.

## When does your TPD stand alone and Loss of Independence insurance end?

Your insurance will continue until the earliest of the following:

- on your written request to cancel the Total and Permanent Disability stand alone insurance, the policy will be cancelled and your insurance cover will cease as at the next *paid to date* following receipt of that request. MLC will not refund any *premium* paid up to that *paid to date*
- we pay your full Total and Permanent Disability stand alone or Loss of Independence benefit
- the policy is cancelled because you stop paying *premiums* (see page 9 for details)
- the *review date* after you turn 100
- the policy is cancelled because you make a fraudulent claim
- the *termination date* shown on your *Schedule* for Total and Permanent Disability stand alone insurance, or
- your death.

#### What happens to your Life Cover and Terminal Illness Support insurance if you make a claim under the Total and Permanent Disability option?

If you take out Total and Permanent Disability cover as part of your Life Cover, we will reduce your Life Cover benefit by the amount of any Total and Permanent Disability or Loss of Independence benefit we pay you.

The Terminal Illness Support benefit (if applicable) will also be reduced to the lesser of 50% of the subsequently reduced Life Cover benefit or \$250,000.

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

If you take out Total and Permanent Disability cover as a stand alone insurance, any Life Cover you have will not be affected.

#### How does a claim for *Terminal Illness* or Accidental Injury affect the Total and Permanent Disability benefit?

If we pay you some or all of your Life Cover benefit because of a *Terminal Illness* or an Accidental Injury, we will reduce your Total and Permanent Disability or Loss of Independence benefit by the amount of Life Cover benefit paid. We will reduce your future *premiums* in line with the reduced Life Cover benefit.

If you take out Total and Permanent Disability cover as a stand alone insurance, it will not be affected by a claim for *Terminal Illness* or Accidental Injury under any Life Cover you have.

#### What do we exclude?

We do not cover Total and Permanent Disability or Loss of Independence arising from or connected with:

- intentional self-inflicted injury or attempted suicide, or
- any injury that occurred, or sickness that first appeared, before the policy commenced or was last reinstated (unless disclosed to, and accepted by, MLC as part of the application or reinstatement process).

## Option to buy back your Life Cover benefit after a claim

This option is available if you choose TPD as part of your Life Cover insurance.

If you purchase the buy back option for Total and Permanent Disability insurance, it will allow you to restore your Life Cover benefit (without having to provide additional evidence of health, occupation or pursuits) if you have survived 14 days after we have paid your full TPD or Loss of Independence benefit.

Your Life Cover benefit will be restored up to the original benefit amount. Your restored cover will only apply to death, not to *Terminal Illness* or Accidental Injury.

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

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

#### **Business Safeguard Option**

If your Life Cover or TPD insurance is used for one of the following purposes:

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

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

For an additional cost, you can apply to add this option to your Life Cover and TPD insurance (if applicable) between ages 18 and 54 inclusive for stepped premium (between ages 18 and 49 for level premium).

Any increase in the Life Cover benefit or TPD benefit (if applicable) must be approved by MLC.

For TPD insurance chosen as part of your Life Cover insurance, this option is only available where you have also selected the Business Safeguard Option with your Life Cover insurance.

For Life Cover Plus insurance, this option is not available where you choose decreasing cover.

For TPD cover chosen as stand alone insurance, this option is not available where you choose decreasing cover or level premium.

If you apply for the Business Safeguard Option as part of your Life Cover or TPD insurance (if applicable) at some later date after your initial application for the insurance policy, the terms and conditions may be different to those in this PDS or the policy document initially issued to you. Please see the section titled 'Terms and conditions may change for insurances taken out in the future' on page 63.

## Here's how much you can apply for to increase your Life Cover and TPD benefit

If you are accepted for this option as part of your Life Cover insurance, you can apply to increase the Life Cover benefit to an amount three times the original Life Cover benefit (including the original Life Cover benefit), or up to \$10,000,000, whichever is lower. The \$10,000,000 maximum includes life cover from all sources covering you.

If you are accepted for this option as part of your TPD insurance, you can apply to increase the TPD benefit to an amount three times the original TPD benefit (including the original TPD benefit), or up to \$2,500,000, whichever is lower. The \$2,500,000 maximum includes TPD from all sources covering you.

The total amount of the Life Cover benefit or the TPD benefit (if applicable) for all policies from all sources under a Business Safeguard Option cannot exceed the:

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

If your original Life Cover benefit or TPD benefit (if applicable) was less than 100% of the value of your financial interest in the business, loan guarantee or value of the key person to the business, then your benefit can only be increased under a Business Safeguard Option to an equivalent percentage of the value of the business, loan guarantee or the value of your financial interest in the key person to the business at the time of the application for increase under this option.

During the first six months after an increase for a loan guarantee, the additional benefit amount covers you for death and TPD (if applicable) as a result of an *accident. Accident* means bodily injury caused directly and solely by violent, external and visible means, independently of all other causes.

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

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

For TPD insurance chosen as part of your Life Cover insurance, the TPD benefit may not be increased to an amount in excess of your Life Cover benefit. To avoid this happening you may also need to increase your Life Cover benefit. However, you do not have to increase your TPD benefit if you increase your Life Cover benefit.

Your *premiums* will rise in line with the increased benefits.

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

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



#### What does this cover?

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

We offer a choice of Critical Illness insurance plans to suit your needs and budget:

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

#### Features of both plans

- Cover for Critical Illness
- Availability of a Financial Planning Benefit

#### Additional feature of Critical Illness Plus

• The flexibility to increase your Critical Illness benefit in the future without further medical evidence

This additional feature is described on page 28.

#### **Options for Critical Illness Plus**

- You can choose Critical Illness as a stand alone insurance (see page 24)
- Extra benefits option (see pages 29 and 30)

#### Additional options if you choose Critical Illness as part of Life Cover (at additional cost)

- An option that enables you to buy back your Life Cover benefit after a claim (see page 27)
- You can apply to add TPD as a critical condition ('Any Occupation' or 'Own Occupation' definition – see page 27)

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

Cover for	Critical Illness Plus	Critical Illness Standard
Wide range of critical conditions (see table on page 25 detailing critical conditions covered)	1	Limited number of critical conditions
Critical conditions and definitions cannot be limited on renewal	1	The conditions and definitions may change in the future – see details on page 26
Financial Planning Benefit	1	1
You may be able to increase the benefit without medical evidence	1	-
Extra benefits option	1	-

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

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

If you apply for Critical Illness insurance at some later date after your initial application for the policy, the terms and conditions may be different to those in this PDS or the policy document initially issued to you. Please see the section titled 'Terms and conditions may change for insurances taken out in the future' on page 63.

The maximum benefit you can apply for is \$2,000,000.

#### Critical Illness cover: as part of your Life Cover

If you take Critical Illness cover as part of your Life Cover, we will pay you the full Critical Illness benefit if you contract a critical condition. We will reduce your Life Cover benefit by the amount paid.

The amount of Critical Illness benefit you apply for (plus any Total and Permanent Disability benefit) must not exceed the amount of your Life Cover benefit. When you are paid a Critical Illness benefit, your Life Cover is reduced by that amount. In that sense, your Critical Illness benefit is part of your Life Cover benefit.

#### Critical Illness cover: as a stand alone insurance

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

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

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

#### We provide a Financial Planning Benefit

For details of the Financial Planning Benefit, please refer to the section titled 'We provide a Financial Planning Benefit' on page 13.

#### What is a critical condition?

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

The ailments listed in the table opposite are critical conditions (see the detailed definitions on pages 31 to 35).

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

If you choose Critical Illness as part of your Life Cover, death and *Terminal Illness* are included as critical conditions. In addition, you can also choose to include Total and Permanent Disability as a critical condition for which an additional *premium* is charged (see page 27 for details).

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Critical Condition (for definitions see pages 31 to 31)	Critical Illness Plus	Critical Illness Standard
Aorta repair*	1	_
Aplastic anaemia	1	_
Bacterial meningitis	1	
Benign brain tumour	1	_
Blindness	1	_
Cardiomyopathy	1	_
Chronic kidney failure	1	_
Chronic liver failure	1	_
Chronic lung failure	1	_
Coma	1	_
Coronary artery angioplasty*#	1	_
Coronary artery angioplasty - triple vessel	1	-
Coronary artery bypass surgery*	1	1
Deafness	1	_
Dementia or Alzheimer's disease	1	-
Encephalitis	1	_
Heart attack*	1	✓
Heart valve surgery*	1	_
HIV contracted through medical procedures	1	-
HIV contracted through your work	1	-
Intensive care	1	-
Loss of independence	1	✓
Loss of speech	1	_
Major brain injury	1	_
Major burns	1	_
Major organ transplant	1	-
Malignant cancer **	1	1
Meningococcal septicaemia	1	_
Motor neurone disease	1	-
Multiple sclerosis	1	_
Muscular dystrophy	1	-
Open heart surgery	1	-
Out of hospital cardiac arrest	1	-
Parkinson's disease	1	_

Critical Condition	Critical Illness Plus	Critical Illness Standard
Paralysis (includes paraplegia, quadriplegia, hemiplegia, diplegia, tetraplegia)	1	-
Pneumonectomy	1	_
Primary pulmonary hypertension	1	-
Severe osteoporosis	1	_
Severe rheumatoid arthritis	1	_
Stroke *	1	✓
Total and permanent disability (TPD) – (optional – not available with stand alone cover)	1	1

Critical Illness insurance does *not* cover any condition which first appears, first happens or is first diagnosed before this type of insurance began or was last reinstated (unless disclosed to, and accepted by, MLC as part of the application or reinstatement process).

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

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

# Coronary artery angioplasty benefit will only apply to insurance where the Critical Illness benefit is \$100,000 or more. When this is so, we will pay you 10% of the Critical Illness benefit, or \$20,000, whichever is less. You can claim for this condition only the first time you have this operation.

If this policy is a replacement of similar insurance, the **qualifying period** applicable to this insurance will be waived to the extent of the amount of the benefit that would have applied under the replaced policy had it continued in force.

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

An appropriate specialist and our medical adviser must agree that your condition meets all the terms of our definitions (see pages 31 to 35). In some cases a condition must progress to a certain point before it meets the definition.

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

Your insurance will continue until the earliest of the following:

- on your written request to cancel the Critical Illness insurance, the policy will be cancelled and your insurance cover will cease as at the next *paid to date* following receipt of that request. MLC will not refund any *premium* paid up to that *paid to date*
- we pay your full Critical Illness benefit, or your full Life Cover benefit
- the policy is cancelled because you stop paying *premiums* (see page 9 for details)
- the *review date* after you turn 75 for stepped premium or decreasing cover
- you turn 65 for level premium
- the policy is cancelled because you make a fraudulent claim
- the *termination date* shown in your *Schedule* for Critical Illness insurance
- your death
- if you choose the optional Total and Permanent Disability condition, it will end on the *review date* after you turn 65.

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

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

• on your written request to cancel the Critical Illness insurance, the policy will be cancelled and your insurance cover will cease as at the next *paid to date* following receipt of that request. MLC will not refund any *premium* paid up to that *paid to date* 

- we pay your full Critical Illness benefit, or your full Life Cover benefit
- the policy is cancelled because you stop paying *premiums* (see page 9 for details)
- the *review date* after you turn 75 for stepped premium or decreasing cover
- you turn 65 for level premium
- the policy is cancelled because you make a fraudulent claim
- the *termination date* shown in your *Schedule* for Critical Illness insurance
- your death
- if you choose the optional Total and Permanent Disability condition, it will end on the *review date* after you turn 65.

## Additional conditions applying to Critical Illness Standard

These do **NOT** apply if you choose **Critical Illness Plus**.

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

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

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

As a result your Critical Illness insurance may need to be changed as explained below.

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

If you choose the **Critical Illness Standard** cover, then on renewal we may continue your insurance on the same or different conditions and definitions. We do not guarantee to renew your current policy terms and conditions for this type of insurance. Where a change is necessary, the change will apply to all insurances of a similar type. We cannot single you out for a change.

If we change your critical conditions or definitions we will notify you of these changes. In that event, you may accept the new conditions by continuing to pay your *premiums* and you will in effect be entering into a new policy. You may choose to reject these changes by not making further *premium* payments. If you stop making *premium* payments, your policy will lapse.

#### What happens to your Life Cover and Terminal Illness Support insurance if you make a claim under the Critical Illness option?

If you take out Critical Illness cover as part of your Life Cover, we will reduce your Life Cover benefit by the amount of any Critical Illness benefit we pay you.

Your Terminal Illness Support benefit (if applicable) will also be reduced to the lesser of 50% of the subsequently reduced Life Cover benefit or \$250,000.

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

If you take out Critical Illness cover as a stand alone insurance, any Life Cover you have will not be affected.

#### How does a claim for *Terminal Illness* or Accidental Injury affect the Critical Illness benefit?

If we pay you some or all of your Life Cover benefit because of a *Terminal Illness* or an Accidental Injury, we will reduce your Critical Illness benefit by the amount paid. We calculate the reduction as set out in the policy and your *premiums* will be reduced in line with the lower benefit.

If you take out Critical Illness cover as a stand alone insurance, it will not be affected by a claim for *Terminal Illness* or Accidental Injury under any Life Cover you have.

#### What do we exclude?

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

- intentional self-inflicted injury or attempted suicide, or
- any injury that occurred, or sickness that first appeared, before the policy commenced or was last reinstated (unless disclosed to, and accepted by, MLC as part of the application or reinstatement process).

#### Total and Permanent Disability option

This option is available if you choose Critical Illness as part of your Life Cover.

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

You may choose the 'Any Occupation' or 'Own Occupation' definitions of Total and Permanent Disability. These definitions are shown on pages 18 and 19.

## Option to buy back your Life Cover benefit after a claim

This option is available if you choose Critical Illness as part of your Life Cover insurance.

If you purchase the buy back option for Critical Illness, it will allow you to apply to restore your Life Cover benefit one year after we have paid your full Critical Illness benefit. The only exception is where your claim was for a coronary artery angioplasty.

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

The new cover applies to death and *Terminal Illness*, not to Accidental Injury. You cannot exercise this Option if a benefit for *Terminal Illness* has been previously paid under this insurance. If you buy back your Life Cover benefit then the Financial Planning Benefit can only be claimed once per life insured.

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

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

#### Additional feature of Critical Illness Plus

The following benefit also applies if you choose **Critical Illness Plus** either as part of your Life Cover or as a stand alone insurance:

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

Until the review date after you turn 55, you can apply to increase your Critical Illness benefit *without* further medical evidence, in the following personal events:

#### Personal events

If you or your spouse adopt or give birth to a child or if you:

- get married or divorced, or
- complete an undergraduate degree at a government recognised university, or
- have a dependent child who starts secondary school; then

you can apply to increase your Critical Illness benefit by up to 25% of the original Critical Illness benefit. The original Critical Illness benefit means the benefit at the commencement date of this policy. The maximum increase for any one of these events is \$200,000.

If you take out or increase a *mortgage* to buy or improve your home, you can also apply to increase your Critical Illness benefit. In this case, the maximum increase we allow is the lowest of the following:

- 50% of the original Critical Illness benefit
- the value of the new *mortgage*
- the value of the latest increase to the existing *mortgage*
- \$200,000.

#### Conditions applying for personal events

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

The maximum benefit you can increase your Critical Illness benefit to is the amount of the original Critical Illness benefit or up to \$1,000,000, whichever is less. This limit applies to the combination of all MLC policies that cover you.

During the first six months after an increase for marriage, divorce or *mortgage*, the additional benefit amount covers you for death by *accident* only. *Accident* means bodily injury caused directly and solely by violent, external and visible means, independently of all other causes.

Your *premiums* will rise in line with the increased benefits.

You can apply to increase your Critical Illness benefit only if we originally insured you on standard rates (ie without any loading due to your health, occupation or pastimes). You must apply for the increase within 30 days of the personal event. However, you cannot apply to increase your Critical Illness benefit at any time when a claim is made or entitled to be made.

#### We also offer an Extra benefits option

This option is only available if you choose **Critical Illness Plus** either as part of your Life Cover or as a stand alone insurance.

For an additional cost, you can apply to purchase this option as part of your **Critical Illness Plus** insurance. This extra benefits package provides:

- additional critical conditions for which a partial benefit is payable; and
- an option to buy back your Critical Illness benefit.

We will pay you 20% of the Critical Illness benefit if you suffer any of the following additional critical conditions while the policy is in force. The partial benefit will be subject to a minimum benefit of \$10,000 up to the maximum benefit applicable for each additional critical condition as set out in the table below.

Only one claim will be paid for each of the additional critical conditions.

## Additional Critical Conditions and Maximum Partial Benefit Payable

Critical Condition	Maximum Benefit
<ul> <li>Adult onset insulin dependent diabetes mellitus</li> <li>Advanced endometriosis</li> <li>Carcinoma in situ of the breast<sup>Δ</sup></li> <li>Chronic lymphocytic leukaemia<sup>Δ</sup></li> <li>Deafness in one ear</li> <li>Diagnosed motor neurone disease</li> <li>Diagnosed multiple sclerosis</li> <li>Diagnosed muscular dystrophy</li> <li>Diagnosed Parkinson's disease</li> <li>Facial reconstructive surgery and skin grafting</li> <li>Placement on waiting list for major organ transplant</li> <li>Prostate cancer<sup>Δ</sup></li> <li>Serious accidental injury</li> </ul>	\$100,000
<ul><li>Loss of one foot or one hand</li><li>Loss of sight in one eye</li></ul>	\$200,000
<ul> <li>Congenital abnormalities of a <i>child</i><sup>#</sup></li> <li>Death of a <i>child</i><sup>#</sup></li> <li>Inability of a <i>child</i> to gain independence<sup>#</sup></li> <li>Melanoma<sup>Δ</sup></li> <li>Specified complications of pregnancy<sup>#</sup></li> </ul>	\$20,000

A Life Insured first has a critical condition:

- for surgical conditions, when the surgery actually happens;
- for all other conditions, when the condition is first diagnosed as meeting its definition.

The Critical Illness Extra Benefits Option does not cover any critical condition which first appears, first happens or is first diagnosed before this Extra Benefits Option began or was last reinstated (unless disclosed to, and accepted by, MLC as part of the application or reinstatement process).

- $\Delta \quad \text{We will not cover you for an appearance, happening or diagnosis} \\ \text{of this condition ('occurrence of the condition') which occurs} \\ \text{in the first three months after this Extra Benefits Option began or} \\ \text{was last reinstated, or you increased your critical illness benefit} \\ ('qualifying period'). However, if this condition later appears, happens or is diagnosed after the three months qualifying period has ended, we will cover you for that subsequent occurrence of the condition if it is independent of and not related to the earlier occurrence of the condition.$
- We will not cover you for an appearance, happening or diagnosis of this condition ('occurrence of the condition') which occurs in the first year after this Extra Benefits Option began or was last reinstated, or you increased your critical illness benefit ('qualifying period'). However, if this condition later appears, happens or is diagnosed after the one year qualifying period has ended, we will cover you for that subsequent occurrence of the condition if it is independent of and not related to the earlier occurrence of the condition.

If this policy is a replacement of similar insurance, the **qualifying period** applicable to this insurance will be waived to the extent of the amount of the benefit that would have applied under the replaced policy had it continued in force.

You will find the definitions of these conditions on pages 36 to 38.

An appropriate specialist and our medical adviser must agree that your condition meets all the terms of our definitions (see pages 36 to 38). In some cases a condition must progress to a certain point before it meets the terms of its definition.

## Option to buy back your Critical Illness benefit after a claim

This option will allow you to apply to restore up to 100% of your Critical Illness benefit one year after we have paid your full Critical Illness benefit (without having to provide additional evidence of health, occupation or pursuits). You can restore your Critical Illness benefit only after 100% of your Critical Illness benefit has been paid. You can increase your Critical Illness benefit up to the original benefit amount. You must request the restored cover within 30 days after the one year waiting period ends.

If you have Critical Illness as part of your Life Cover and:

- you have the option to buy back your Life Cover after a claim, you must restore the Life Cover benefit at the same time you restore your Critical Illness benefit.
- you do not have the option to buy back your Life Cover after a claim, your new cover will be issued as a Critical Illness stand alone insurance.

The new cover will not provide cover for a critical condition for which a Critical Illness benefit including a benefit paid under the Extra Benefits Option has already been paid unless it can be proven that it is independent of, and not related to, the previously paid critical condition.

Increases without further medical evidence and Financial Planning Benefit (unless the Financial Planning Benefit has not previously been paid) are not available in relation to the new Critical Illness cover.

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

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

#### What happens to your Critical Illness, Life Cover and Terminal Illness Support insurance if you make a claim under the Critical Illness Extra Benefits Option?

If you take out this option with Critical Illness cover as part of your Life Cover, we will reduce your Critical Illness benefit and subsequently the Life Cover benefit by the amount of any Critical Illness benefit we pay you.

Your Terminal Illness Support benefit (if applicable) will also be reduced to 50% of the subsequently reduced Life Cover benefit or \$250,000, whichever is the lesser.

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

If you take out this option with Critical Illness cover as a stand alone insurance, any Life Cover you have will not be affected.



Your Critical Illness insurance requires the following precise medical definitions.

#### Aorta repair

The correction of narrowing, dissection or aneurysm of the aorta through the chest or abdominal wall. It does **not** include angioplasty, intra-arterial procedures or other non-surgical procedures.

#### **Aplastic anaemia**

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

- (i) marrow stimulating agents
- (ii) bone marrow transplantation
- (iii) blood product transfusions
- (iv) immunosuppressive agents.

#### **Bacterial meningitis**

Severe inflammation of the membrane that surrounds the brain and spinal cord which results in a permanent impairment of at least 25% of whole person function. Bacterial meningitis occurring in patients with HIV infection is **not** covered.

#### Benign brain tumour

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

The following are **not** included:

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

#### Blindness

The permanent loss of all sight in both eyes, whether aided or unaided, due to Sickness or Injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that the visual field is reduced to 20 degrees or less of arc.

#### Cardiomyopathy

The inability of the heart muscle to function properly resulting in permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment and the life insured being unable to perform his/her own occupation.

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

#### **Chronic kidney failure**

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

#### **Chronic liver failure**

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

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

#### **Chronic lung failure**

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

#### Coma

A total loss of consciousness and responsiveness that:

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

Coma caused by alcohol or drug abuse is not covered.

#### **Coronary artery angioplasty**

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

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

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

#### **Coronary artery angioplasty – Triple Vessel**

The actual undergoing for the first time of an operation to correct narrowing or obstruction of three or more coronary arteries within the same procedure. Angiographic evidence, indicating at least 50% obstruction of three or more coronary arteries is required to confirm the need for this procedure.

The Benefit payable for Coronary artery angioplasty – Triple Vessel is 100% of the life insured's Critical Illness benefit.

#### **Coronary artery bypass surgery**

The surgical grafting of a bypass to a coronary artery to overcome narrowing or obstruction. It does **not** include coronary artery angioplasty, intra-arterial procedures or other non-surgical procedures.

#### Deafness

Permanent loss of all hearing in both ears.

#### Dementia or Alzheimer's disease

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

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

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

#### Encephalitis

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

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

#### **Heart attack**

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

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

If a diagnosis based on the above criteria is inconclusive, then we will consider a claim based on conclusive evidence that the life insured has been diagnosed as having suffered a heart attack, resulting in either one of the following:

- new pathological Q waves; or
- a permanent left ventricular ejection fraction of 50% or less, measured three or more months after the event.

#### **Heart valve surgery**

The surgical repair or replacement of a defective heart valve or valves. It does **not** include intra-arterial procedures or other non-surgical procedures.

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

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

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

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

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

Seroconversion must occur within six months of the event.

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

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

#### **HIV contracted through your work**

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

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

Seroconversion must occur within six months of the injury.

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

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

#### **Intensive care**

Mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours per day) in an intensive care unit of an acute care hospital. Intensive care as a direct or indirect result of drug or alcohol intake is excluded.

#### Loss of independence

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

- bathing or showering
- dressing
- moving from place to place, in and out of bed, and in and out of a chair

- eating and drinking
- using the toilet.

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

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

#### Loss of speech

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

#### Major brain injury

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

#### Major burns

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

#### Major organ transplant

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

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

#### **Malignant cancer**

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

- chronic lymphocytic leukaemia in its early stages (RAI stages 0 or 1)
- prostate cancer which is histologically described as TNM classification T1 or another equivalent or lesser classification
- carcinoma in situ (including cervical dysplasia

CIN1, CIN2, and CIN3), or premalignant tumours. Carcinoma in situ of the breast **is** included where it leads to the removal of the breast by a mastectomy. The procedure must be performed as a direct result of the carcinoma in situ and specifically to arrest the spread of malignancy, and be considered the necessary and appropriate treatment

- skin cancer other than melanoma at least 1.5mm thick or at least Clark Level 3 of invasion
- hyperkeratosis or basal cell skin carcinoma
- squamous cell skin carcinoma unless it has spread to other organs.

#### Meningococcal septicaemia

Severe infection in the blood stream that causes blood poisoning which results in a permanent impairment of at least 25% of whole person function.

#### Motor neurone disease

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

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

#### **Multiple sclerosis**

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

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

#### **Muscular dystrophy**

The progressive weakening and associated loss of muscle tissue resulting in a permanent loss of at least 25% of whole person function.

#### **Open heart surgery**

Open heart surgery for the treatment of a cardiac defect, cardiac aneurysm or benign cardiac tumour.

#### Out of hospital cardiac arrest

Cardiac arrest which is not associated with any medical procedure and is documented by an electrocardiogram, occurs out of hospital and is due to cardiac asystole or ventricular fibrillation with or without ventricular tachycardia. Cardiac arrest as a direct or indirect result of alcohol or drug intake is excluded.

#### Parkinson's disease

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

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

#### **Paralysis**

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

#### **Pneumonectomy**

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

#### Primary pulmonary hypertension

A condition associated with right ventricular enlargement established by cardiac catherisation resulting in permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment and the life insured being unable to perform his/her own occupation.

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

#### Severe osteoporosis

The life insured:

- before the age of 50, suffers at least two vertebral body fractures and/or a fracture of the neck of femur, due to osteoporosis, and
- has bone mineral density reading with a T-score of less than -2.5 (ie 2.5 standard deviations below the young adult mean for bone density). This must be measured in at least two sites by dual energy x-ray absorptiometry (DEXA).

#### Severe rheumatoid arthritis

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

- At least a 6 week history of severe rheumatoid arthritis which involves 3 or more of the following joint areas:
  - (i) proximal interphalangeal joints in the hands
  - (ii) metacarpophalangeal joints in the hands
  - (iii) metatarsophalangeal joints in the foot
  - (iv) wrist, elbow, knee, or ankle joints.
- simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone)
- typical rheumatoid joint deformity
- rheumatoid nodules
- erosions seen on x-ray imaging
- the presence of either a positive rheumatoid factor or the sensological markers consistent with the diagnosis of severe rheumatoid arthritis.

#### **Stroke**

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

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





If you have chosen the Extra Benefits Option your Critical Illness Plus insurance requires the following precise medical definitions.

#### Adult onset insulin dependent diabetes mellitus

The diagnosis after the age of 30 of Type 1 diabetes mellitus for which insulin is required for survival.

#### **Advanced endometriosis**

The presence of endometrial tissue (normal lining of the uterus) outside the uterus, usually in the pelvic cavity. Advanced endometriosis is a partial or complete obliteration of the cul-de-sac (Pouch of Douglas) by endometriotic adhesions, and/or the presence of endometriomas (cysts containing endometriotic material), and/or the presence of deep endometriotic deposits involving the pelvic side wall, cul-de-sac and broad ligaments, or involving the wall of the bladder, ureter and bowel for which surgical treatment is required.

#### Carcinoma in situ of the breast

The presence of histologically proven localised pre-invasive cancer in the breast, where cancer cells do not penetrate the basement membrane nor invade the surrounding tissues or stroma. This includes, but is not limited to, pre-invasive cancer of the milk ducts or lobules.

#### Chronic lymphocytic leukaemia (CLL)

The presence of chronic lymphocytic leukaemia diagnosed as RAI stage 1 (characterised by lymphocytosis and enlarged lymph nodes).

#### Congenital abnormalities of a child

If the life insured or life insured's spouse gives birth to a *child* that survives for at least 28 days and is diagnosed with one of the following:

- 1. **Down's syndrome** A specific genetic abnormality caused by an extra chromosome 21 that causes mental retardation and physical abnormalities.
- 2. **Spina Bifida** Defective closure of the spinal column due to neural tube deficit with a meningomyelocele or meningocele and resulting in neurological deficit.
- 3. Tetralogy of fallot an anatomical abnormality with severe or total right ventricular outflow tract obstruction and a ventricular septal defect allowing right ventricular deoxygenated blood to bypass the pulmonary artery and enter the aorta

directly. The diagnosis must be supported by an echocardiogram, and invasive surgery must be performed to correct the condition.

- 4. **Transposition of great vessels** a congenital heart defect where the aorta arises from the right ventricle and the pulmonary artery from the left ventricle. The diagnosis supported by an echocardiogram, and invasive surgery must be performed to correct the condition.
- 5. **Congenital blindness** complete absence of the sense of sight from birth.
- 6. **Congenital deafness** complete absence of the sense of hearing from birth.

Congenital abnormalities that first appeared in a *child*, before this Extra Benefits Option commenced or was last reinstated, are **not** covered for any existing or future children.

Benefits are **not** payable if payment has been made under 'Inability of a *child* to gain independence' or 'Death of a *child*'.

#### Deafness in one ear

The total, irreversible and irreparable loss of hearing in one ear, whether aided or unaided.

#### Death of a child

If the life insured has a *child* that dies whilst this policy is in force, we will pay you a partial benefit.

Benefits are not payable:

- if the death of an existing or future *child* is caused or contributed to by an injury that occurred or sickness that first appeared before this Extra Benefits Option commenced or was last reinstated; and
- if payment has been made under 'Congenital abnormalities of a *child*', 'Specified complications of pregnancy', or 'Inability of a *child* to gain independence'.

#### **Diagnosed motor neurone disease**

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

#### **Diagnosed multiple sclerosis**

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

#### **Diagnosed muscular dystrophy**

The diagnosis of muscular dystrophy which is the progressive weakening and associated loss of muscle tissue. The diagnosis must be certain and supported by muscle biopsy or neurological investigations.

#### **Diagnosed Parkinson's disease**

The diagnosis of Parkinson's disease which is a degenerative disease of the central nervous system. The diagnosis must be certain and supported by neurological investigations.

#### Facial reconstructive surgery and skin grafting

The undergoing of skin grafting and plastic or reconstructive surgery above the neck which is deemed medically necessary for the treatment of facial disfigurement as a direct result of an *accident* requiring inpatient hospital treatment of the life insured. An *accident* or injury as a direct or indirect result of alcohol or drug intake is excluded. The *accident* must occur whilst the policy is in force.

#### Inability of a child to gain independence

The life insured's *child*, as a result of injury or sickness, will be permanently unable to do any 2 or more of the following groups of activities of daily living without physical help from someone else:

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

The life insured's *child* also suffers an inability to gain independence which results in permanent loss of at least 25% of either the brain's mental function or its physical control function which leads to a need for continuous supervision of the *child* to protect them or other people.

A claim can only be made once the initial assessment or diagnosis is reconfirmed after six months.

Benefits are **not** payable:

• if the inability of an existing or future *child* to gain independence is caused or contributed to by an injury that occurred or sickness that first appeared before this Extra Benefits Option commenced or was last reinstated; and

• if payment has been made under 'Congenital abnormalities of a *child*', or 'Death of a *child*'.

#### Loss of one foot or one hand

The total and irrecoverable loss or loss of the use, of the following:

- one foot
- one hand.

Loss as a direct or indirect result of alcohol or drug intake is excluded.

#### Loss of sight in one eye

The permanent loss of sight in one eye, whether aided or unaided, due to sickness or injury to the extent that visual acuity is 6/60 or less.

#### Melanoma

The presence of one or more malignant melanomas. The melanoma must be between 1.0mm and 1.5mm Breslow thickness and also less than Clark Level 3 depth of invasion as determined by histological examination. The malignancy must be characterised by the uncontrollable growth of malignant cells.

#### Placement on waiting list for major organ transplant

The life insured has been placed on an Australian waiting list, approved by us, for an organ transplant (as listed under the Major Organ Transplant definition) from a human donor.

#### **Prostate cancer**

The presence of prostate cancer histologically described as TNM classification T1 (or another equivalent classification) and with a Gleeson score of at least 6.

#### Serious accidental injury

The life insured suffers a serious accidental injury resulting in confinement to an acute care hospital for a period of 30 consecutive days (24 hours per day) under the full-time care of a registered doctor. Injury as a direct or indirect result of alcohol or drug intake is excluded.

#### **Specified complications of pregnancy**

The life insured is diagnosed with one of the following:

- 1. **Disseminated Intravascular Coagulation (DIC)** where there is a pregnancy related cause of the DIC which has resulted in a life threatening haemorrhage from multiple sites.
- 2. Ectopic pregnancy pregnancy in which implantation of a fertilised ovum occurs outside the uterine cavity. The ectopic pregnancy must be terminated by laparotomy or laparoscopic surgery.
- 3. **Hydatidiform mole** the development of fluid-filled cysts in the uterus after the degeneration of the chorion during pregnancy which results in death of the embryo.
- 4. **Stillbirth** the birth of an infant after at least 28 weeks of pregnancy, which shows no signs of life after birth. Elective termination of pregnancy is specifically excluded.

Benefits are **not** payable if payment has been made under 'Death of a *child*'.



#### What does this cover?

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

We offer a choice of Income Protection insurance plans to suit your needs and budget:

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

#### Features of both plans

Monthly benefits during

- total disability
- partial disability
- rehabilitation

#### Options for both plans

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

#### Additional options for Income Protection Plus (at additional cost)

You can apply for the following:

- Short waiting period for accidental injury (see page 46)
- Extra benefits option (see pages 46 to 48)
- Occupational HIV, Hepatitis B or C lump sum benefit (for certain professional occupations only – see pages 48 to 49)

An Indemnity Option is also available under Income Protection Plus (see page 45). The cost of this cover will be lower if you choose the Indemnity Option. If you work in a professional or clerical occupation, you can apply between ages 18 and 59 inclusive. If you work in a general or special risk occupation, you can apply between ages 18 and 54 inclusive.

If you apply for Income Protection insurance at some later date after your initial application for the policy, the terms and conditions may be different to those in this PDS or the policy document initially issued to you. Please see the section titled 'Terms and conditions may change for insurances taken out in the future' on page 63.

You can choose a monthly Income Protection benefit up to 75% of your earnings and up to a maximum of \$30,000 per month calculated on the following scale:

- 75% of the first \$240,000 per annum of earnings,
- plus 50% of the next \$240,000 per annum of earnings,
- plus 25% of the next \$240,000 per annum of earnings.

So, for example, if your earnings were \$60,000 per annum, your Income Protection benefit would be \$3,750 per month, being 75% of the monthly equivalent of \$60,000 per annum (\$60,000/12). Note any benefits payable will depend on all the circumstances of each individual claim and meeting the terms and conditions of the policy.

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

Cover for	Income Protection Plus	Income Protection Standard	
Total disability	Own occupation definition	2 years 'own occupation' definition then 'any occupation' definition	
Partial disability or Rehabilitation	Maximum up to end of benefit period	Maximum equal to 6 months benefits	
Rehabilitation expense benefit	<ul> <li>✓</li> </ul>	<b>v</b>	
Rehabilitation bonus	<ul> <li>✓</li> </ul>	-	
Premium waived while on claim	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	
Return to work during the waiting period	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	
Recurring disability benefit	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	
Elective Surgery Benefit	V	<b>v</b>	
Style of benefit	Agreed value/Indemnity option	Indemnity benefit	
World-wide cover	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	
Death benefit	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	
Cover for disability due to mental disorders or drug abuse/dependency	~	Only while under supervision	
HIV/AIDS exclusion discount	<ul> <li>✓</li> </ul>	<b>v</b>	
Indexed claim benefits option	<ul> <li>✓</li> </ul>	<b>v</b>	
Short waiting period for accidental injury option	~	-	
Extra benefits option	<b>v</b>	-	
Occupational HIV, Hepatitis B or C lump sum benefit option (certain professional occupations only)	~	-	

#### MLC's occupation categories for Income Protection

The occupation categories mentioned in the Income Protection sections of this PDS are grouped as follows (MLC or your financial adviser can provide details specific to your occupation).

#### **Professional and clerical occupations**

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

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

#### **General occupations**

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

#### Special risk occupations

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

#### What is total disability cover?

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

The definition of total disability depends on the Income Protection insurance plan you choose.

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

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

#### What is partial disability cover?

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

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

The partial disability benefit starts to accumulate from the later of the end of your period of total disability, which must be at least 14 days, or the end of your waiting period. The period of time we will pay partial disability benefits depends on the Income Protection insurance plan you choose.

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

#### What are earnings?

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

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

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

#### What is rehabilitation cover?

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

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

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

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

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

#### Rehabilitation expenses

In addition to any rehabilitation benefit payable (as described above), we will also pay for approved rehabilitation expenses, such as the cost of a rehabilitation course or special equipment, to help you return to work, up to an amount equal to six or 12 times your monthly benefit, depending upon the insurance plan you choose.

#### **Rehabilitation bonus**

This benefit applies if you have chosen **Income Protection Plus**.

If we are paying you rehabilitation benefits, then subject to our approval, your benefits may be increased by 50% for up to 12 months.

You cannot get this benefit if double benefits for specified conditions (under the extra benefits option (see page 47) if applicable) are payable during the same period.

#### Waiting periods available

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

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

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

#### Benefit periods available

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

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

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

## You pay no Income Protection premiums while we are paying you benefits

After you have been disabled for longer than the waiting period, we will refund any *premium* paid (including *premiums* paid during the waiting period) for this type of insurance while you are disabled and receiving benefits. *Premiums* will still be due for other types of insurances and other lives insured.

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

#### What general conditions apply?

#### You must be under medical care

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

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

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

For **Income Protection Plus** we only pay one benefit at a time except for the following: rehabilitation expense benefit and rehabilitation bonus. If you select the Extra benefits option we will only pay one benefit at a time except for the following: double benefits for specified conditions, home assistance benefit, transportation benefit and accommodation benefit.

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

Your insurance will continue until the earliest of the following:

- on your written request to cancel the Income Protection insurance, the policy will be cancelled and your insurance cover will cease as at the next *paid to date* following receipt of that request. MLC will not refund any *premium* paid up to that *paid to date*
- you turn 65
- the policy is cancelled because you stop paying *premiums* (unless we are paying you benefits)
- you cease working for more than 12 months, except where this is a direct result of disability or if we have agreed to an extension of this period in writing. If you are on sabbatical leave, your insurance can continue for up to 2 years (but only if you have professional and clerical occupations)
- you retire, or stop work and do not intend to work any more, other than through disability
- the policy is cancelled because you make a fraudulent claim
- the *termination date* shown in your *Schedule* for Income Protection insurance
- your death.

For conditions applicable to special risk occupations see page 54.

#### Making a claim

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

#### WHAT IF...

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

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

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

#### What if the same disability recurs?

If the benefit period you select is five years or less and the same disability recurs within six months of your return to full-time work, we will consider it a continuation of the original disability. This type of insurance must be in force when the disability recurs.

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

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

If the benefit period you select is more than five years and the same disability recurs within 12 months of your return to full-time work, we will consider it a continuation of the original disability. This type of insurance must be in force when the disability recurs.

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

If the disability recurs after the 12 months, we will treat it as a new claim.

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

You can continue your cover for up to a year while you are on extended leave (ie you have not done paid work), except where the extended leave is a direct result of disability or sabbatical leave (longer periods may be arranged subject to our approval in writing). For professional and clerical occupations, if you are on sabbatical leave, the insurance can continue for up to two years. You must continue to pay *premiums* during this time.

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

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

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

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

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

#### What if your earnings decrease?

This depends on the Income Protection insurance plan you choose.

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

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

#### **Income Protection Plus**

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

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

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

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

#### **Income Protection Standard**

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

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

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

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

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

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

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

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

#### What do we exclude?

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

- intentional self-inflicted injury or attempted suicide
- normal and uncomplicated pregnancy or childbirth
- war or warlike operations (does not apply to any benefit payable on your death)
- any injury that occurred, or sickness that first appeared, before the policy commenced or was last reinstated (unless disclosed to, and accepted by, MLC as part of the application or reinstatement process).

#### Additional exclusions applying to Income Protection Standard

## These do **NOT** apply if you choose **Income Protection Plus**.

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

- chronic fatigue syndrome or fibromyalgia
- mental disorder and/or alcohol, drug or chemical abuse or dependency except where you are confined indoors and, under the direction of an appropriately qualified doctor, are receiving full-time nursing care or continuous supervision to protect yourself or other people.
  - The nursing care or supervision must not be provided by a member of your immediate family.

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

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

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

#### OPTIONS YOU CAN CHOOSE ...

#### We offer an Indemnity Option

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

This option offers the features of Income Protection Plus on an indemnity option basis. The only difference is that if your earnings have decreased since taking out the Income Protection Plus insurance we will reduce your monthly benefit at time of claim so that the amount you receive is no more than 75% of your earnings before disability.

The cost of this cover will be lower if you choose the Indemnity Option.

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

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

#### We offer an indexed claim benefits option

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

## We offer a short waiting period for accidental injury

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

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

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

#### We also offer an Extra benefits option

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

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

#### Benefit during the waiting period

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

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

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

#### Accommodation benefit

If you are totally disabled, confined to bed and receiving full-time registered nursing care under a doctor's direction, and more than 100 kilometres from your usual place of residence, we will pay an additional benefit of \$500 per day if one of your immediate family members requires hotel or motel accommodation to be near you.

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

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

#### Double benefits for specified conditions

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

#### **Critical Condition**

- Aorta repair
- Aplastic anaemia
- Benign brain tumour
- Cardiomyopathy
- Chronic kidney failure
- Chronic liver failure
- Chronic lung failure
- Coma
- Coronary artery bypass surgery
- Deafness
- Dementia or Alzheimer's disease
- Encephalitis
- Heart attack
- Heart valve surgery
- HIV contracted through medical procedures
- HIV contracted through your work
- Major brain injury
- Major burns
- Major organ transplant
- Malignant cancer
- Motor neurone disease
- Multiple sclerosis
- Muscular dystrophy
- Open heart surgery
- · Parkinson's disease
- Pneumonectomy
- Primary pulmonary hypertension
- Stroke

You will find the definitions of these conditions on pages 31 to 35.

The specified condition must satisfy all of the terms of its definition, be diagnosed by an appropriate specialist and confirmed by MLC's medical adviser.

#### No claim bonus

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

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

#### Advance payment for certain injuries

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

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

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

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

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



If you completely fracture these bones:	Advance benefit period
Thigh (shaft)	3 months
Pelvis (except the coccyx)	3 months
Skull (except the face or nose bones)	2 months
Upper arm (shaft, including the elbow and shoulder)	2 months
Shoulder blade	2 months
Lower leg (shaft, including the ankle but excluding the foot and toes)	2 months
Kneecap	2 months
Collar bone	1.5 months
Forearm (shaft, including the wrist but excluding the elbow)	1.5 months
Jaw	1.5 months

A fracture is defined as any fracture that requires a pin, traction, a plaster cast or other immobilising structure. The fracture must be diagnosed within 30 days of the injury that caused it.

If you are diagnosed with:	Advance benefit period
Paralysis (includes paraplegia, quadriplegia, hemiplegia, diplegia, tetraplegia)	The benefit period or 60 months, whichever is the lesser
Paralysis is defined as the total and permanent loss of	

Paralysis is defined as the total and permanent loss of the function of 2 or more limbs caused by damage to the nervous system.

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

#### Home assistance

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

The benefit for home assistance is the daily proportion of your monthly benefit. The benefit for nursing care is \$85 per day.

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

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

#### **Transportation Benefit**

If you become totally disabled for at least one month while you are outside Australia, we will reimburse the cost of transportation back to Australia. We will pay the cost after deducting any reimbursements from other sources.

If you become totally disabled for at least one month while you are more than 100kms from home, we will reimburse the cost of transportation back to your home. We will pay the cost after deducting any reimbursements from other sources.

We will only pay this benefit once in any 12 calendar month period and the most we will pay is an amount equivalent to three times the maximum monthly benefit.

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

This additional cost option is only available for certain medical occupations (MLC or your financial adviser will be able to tell you if your occupation is eligible – eligible occupations include doctors, surgeons, dentists, nurses and ambulance officers) as part of the extra benefits option under **Income Protection Plus**. If you have chosen the extra benefits option and you also choose this benefit, we will pay you a lump sum if, whilst the policy is in force, you acquire HIV (Human Immunodeficiency Virus), Hepatitis B or C as a result of an occupational accident while you are performing the normal duties of your medical or dental occupation.

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

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

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

Documented proof must be provided by you to us that:

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

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

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

- the infection is intentionally self-inflicted
- Hepatitis B infection commences within six months after this insurance began or was last reinstated
- diagnosis of infection is first made after you die
- infection commences after the appropriate Government body has recommended a preventative vaccine for use in your occupation, but you have not taken this vaccine
- infection commences after the appropriate Government body has approved a treatment which makes infection inactive and non-infectious
- the infection occurred, or sickness first appeared, before this policy commenced or was last reinstated (unless disclosed to, and accepted by, MLC as part of the application or reinstatement process).

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



#### What does this cover?

This type of Income Protection Plus insurance is tailored to meet the needs of principal farm owners who cannot work because of a disability. We pay a benefit each month that you are totally or partially disabled or under rehabilitation. The benefit is based on the gross farm turnover, being the total revenue received by the farm business throughout one financial year. This benefit is usually payable monthly in arrears from the end of the waiting period you select.

This type of insurance is available to farmers who are the principal owners of their farming business where the farm has been in operation for a minimum of two years. This cover is only available where the farm has a positive balance sheet (ie total assets exceed total liabilities) over the past two financial years prior to application.

If you select **Income Protection Plus** (farmer package) you cannot also select **Income Protection Plus** or **Income Protection Standard**.

#### Features of this plan

Monthly benefits during

- total disability
- partial disability
- rehabilitation

#### Options for this plan

- HIV/AIDS exclusion discount
- Indexed claim benefits (at an additional cost)
- Extra benefits option as for professional, clerical and general occupations (at an additional cost) (see pages 46 to 48)

The Indemnity Option is not available under Income Protection Plus (farmer package).

You can apply between ages 18 and 54 inclusive.

If you apply for **Income Protection Plus (farmer package)** insurance at some later date after your initial application for the policy, the terms and conditions may be different to those in this PDS or the policy document initially issued to you. Please see the section titled 'Terms and conditions may change for insurances taken out in the future' on page 63. You can choose a monthly Income Protection benefit up to \$5,000 per month with a two year maximum benefit period or the lesser of up to 30% of gross farm turnover and up to \$5,000 per month with a five year maximum benefit period.

#### What is total disability cover?

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

The definition of total disability is:

You are totally disabled if you are continuously unable to do at least one of the important duties of your occupation necessary to producing your income. You must not be working for earnings, payment or profit and your inability to work must be due to injury or sickness. If you are working, you will not be eligible for total disability benefits, but you may be eligible for partial disability or rehabilitation benefits.

#### What is partial disability cover?

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

We calculate your monthly partial disability benefit as 50% of the monthly benefit for up to the first two years of partial disability. If you have a five year benefit period then, from that time, during a continuation of partial disability, the monthly benefit will be calculated as the lesser of 50% of the monthly benefit or a part of the monthly benefit in proportion to your level of whole person impairment. Whole person impairment is based on medical advice that may include regular occupational or medical assessment by a medical adviser appointed by us. Such assessments may be requested at any time and will be required after two years of partial disability and are in addition to any other information or examination required to assess the claim. No benefit will be payable for any period of partial disability with less than a 25% assessment of whole person impairment.

The partial disability benefit starts to accumulate from the later of the end of your period of total disability, (which must be at least 14 days), or the end of your waiting period. The partial disability benefit will be paid up to the end of the benefit period (unless before then you cease to be partially disabled, you turn 65, the date that the insurance terminates or you die).

#### What is rehabilitation cover?

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

We calculate your monthly rehabilitation benefit as 50% of the monthly benefit for up to the first two years of rehabilitation. If you have a five year benefit period then, from that time, during a continuation of rehabilitation, the monthly benefit will be calculated as the lesser of 50% of the monthly benefit or a part of the monthly benefit in proportion to your level of whole person impairment. Whole person impairment is based on medical advice that may include regular occupational or medical assessment by a medical adviser appointed by us. Such assessments may be requested at any time and will be required after two years of rehabilitation and are in addition to any other information or examination required to assess the claim. No benefit will be payable for any period of rehabilitation with less than a 25% assessment of whole person impairment.

The rehabilitation benefit starts to accumulate from the later of the end of your period of total disability, (which must be at least 14 days), or the end of your waiting period. The rehabilitation benefit will be paid up to the end of the benefit period (unless before then you cease to be in rehabilitation, you turn 65, the date that the insurance terminates or you die).

#### Rehabilitation expenses

In addition to any rehabilitation benefit payable (as described above), we will also pay for approved rehabilitation expenses, such as the cost of a rehabilitation course or special equipment, to help you return to work, up to an amount equal to 12 times your monthly benefit.

#### Rehabilitation bonus

If we are paying you rehabilitation benefits, then subject to our approval, your benefits may be increased by 50% for up to 12 months.

You cannot get this benefit if double benefits for specified sicknesses (under the extra benefits option (see page 47) if applicable) are payable during the same period.

#### Waiting periods available

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

- 1 month
- 3 months.
- 12 months.

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

#### Benefit periods available

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

- 2 years
- 5 years.

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

## You pay no Income Protection *premiums* while we are paying you benefits

After you have been disabled for longer than the waiting period, we will refund any *premium* paid (including *premiums* paid during the waiting period) for this type of insurance while you are disabled and receiving benefits. *Premiums* will still be due for other types of insurances and other lives insured.

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

#### What general conditions apply?

#### You must be under medical care

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

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

We only pay one benefit at a time except for the following: rehabilitation expense benefit and rehabilitation bonus. If you select the extra benefits options we will only pay one benefit at a time except for the following: double benefits for specified conditions, home assistance benefit, transportation benefit and accommodation benefit.

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

Your insurance will continue until the earliest of the following:

- on your written request to cancel the Income Protection insurance, the policy will be cancelled and your insurance cover will cease as at the next *paid to date* following receipt of that request. MLC will not refund any *premium* paid up to that *paid to date*
- you turn 65
- the policy is cancelled because you stop paying *premiums* (unless we are paying you benefits)
- you cease working for more than 12 months, except where this is a direct result of disability or if we have agreed to an extension of this period in writing
- you retire, or stop work and do not intend to work any more, other than through disability
- the policy is cancelled because you make a fraudulent claim

- the *termination date* shown in your *Schedule* for Income Protection insurance, or
- your death.

#### Making a claim

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

#### WHAT IF...

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

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

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

#### What if the same disability recurs?

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

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

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

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

You can continue your cover for up to a year while you are on extended leave (ie you have not done paid work), except where the extended leave is a direct result of disability (longer periods may be arranged subject to our approval in writing). You must continue to pay *premiums* during this time.

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

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

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

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

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

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

If you are paid a regular income benefit under government legislation, such as workers' compensation, we will reduce the amount we pay so the total you receive is not more than the monthly benefit.

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

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

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

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

#### What do we exclude?

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

- intentional self-inflicted injury or attempted suicide
- normal and uncomplicated pregnancy or childbirth
- war or warlike operations (does not apply to any benefit payable on your death)
- any injury that occurred, or sickness that first appeared, before the policy commenced or was last reinstated (unless disclosed to, and accepted by, MLC as part of the application or reinstatement process).

#### OPTIONS YOU CAN CHOOSE ...

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

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

#### We offer an indexed claim benefits option

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

#### We also offer an extra benefits option

For an additional cost, you can add this package of extra benefits. Please refer to pages 46 to 48 for details of the benefits available under this option.



#### What does this cover?

We are prepared to insure people who work in certain special risk occupations (see the occupation categories description on page 40).

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

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

#### Features of both plans

• Same policy features as for professional, clerical and general occupations (see pages 39 and 40)

#### Options for both plans

- HIV/AIDS exclusion discount as for professional, clerical and general occupations (see page 46)
- Indexed claim benefits (at an additional cost) as for professional, clerical and general occupations (see page 46)
- Non-occupational cover

#### Additional options for Income Protection Plus (at additional cost)

You can apply for the following:

- Short waiting period for accidental injury as for professional, clerical and general occupations (see page 46)
- Extra benefits option as for professional, clerical and general occupations (see pages 46 to 48)

An Indemnity Option is also available under **Income Protection Plus** (see page 46). The cost of this type of cover will be lower if you choose the Indemnity Option.

All terms and conditions are the same as for professional, clerical and general occupations (see pages 28 to 49), except for the following: If you apply for Income Protection insurance at some later date after your initial application for the policy, the terms and conditions may be different to those in this PDS or the policy document initially issued to you. Please see the section titled 'Terms and conditions may change for insurances taken out in the future' on page 63.

#### We review your insurance each year

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

#### Waiting periods available

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

- 14 days
- 1 month
- 3 months.

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

#### Benefit periods available

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

- 2 years
- 5 years.

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

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

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



#### What does this cover?

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

#### Features

• Monthly reimbursement of business expenses during total disability

#### Option

• HIV/AIDS exclusion discount (see page 57)

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

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

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

If you apply for Business Expenses insurance at some later date after your initial application for the policy, the terms and conditions may be different to those in this PDS or the policy document initially issued to you. Please see the section titled 'Terms and conditions may change for insurances taken out in the future' on page 63.

#### What is a business expense?

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

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

We also refer to these expenses as 'covered expenses'. It does **not** include:

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

#### What is a total disability?

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

#### Waiting periods available

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

You can choose a period of:

- 14 days
- 1 month.

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

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

After you have been disabled for longer than the waiting period, we will refund any *premium* paid (including *premiums* paid during the waiting period) for this type of insurance while you are disabled and receiving benefits. *Premiums* will still be due for other types of insurances and other lives insured.

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

#### What general condition applies?

#### You must be under medical care

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

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

Your insurance will continue until the earliest of the following:

- on your written request to cancel the Business Expenses insurance, the policy will be cancelled and your insurance cover will cease as at the next *paid to date* following receipt of that request. MLC will not refund any *premium* paid up to that *paid to date*
- you turn 65
- the policy is cancelled because you stop paying *premiums* (unless we are paying you benefits)
- you cease working for more than 12 months, except where this is a direct result of disability or if we have agreed to an extension of this period in writing

- you retire, or stop work and do not intend to work any more, other than through disability
- the policy is cancelled because you make a fraudulent claim
- the *termination date* shown in your *Schedule* for Business Expenses insurance, or
- your death.

#### WHAT IF...

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

We will not reduce your benefits.

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

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

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

We will not reimburse those expenses.

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

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

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

We will pay your share of the covered expenses.

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

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

#### What if you change businesses?

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

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

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

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

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

#### What if the same disability recurs?

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

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

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

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

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

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

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

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

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

#### Making a claim

For this type of insurance, you must tell us of the total disability within 30 days of its beginning. We will then send you a claim form. You must return the claim form to us within 90 days of the total disability beginning. We require the benefit to be reviewed regularly. We may require further proof of disability if it continues.

#### What do we exclude?

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

- intentional self-inflicted injury or attempted suicide
- normal and uncomplicated pregnancy or childbirth
- war or warlike operations (does not apply to any benefit payable on your death)
- any injury that occurred, or sickness that first appeared, before the policy commenced or was last reinstated (unless disclosed to, and accepted by, MLC as part of the application or reinstatement process).

#### AN OPTION YOU CAN CHOOSE ...

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

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



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

#### What does this cover?

If you apply, and are accepted for, Premium Waiver insurance, you will not pay *premiums*:

- while you are totally and permanently disabled, up to age 65
- if you have income protection cover, after you have been totally disabled for six months and for as long as you continue to receive income protection benefits for your total disability, up to age 65
- for the 12 months following retrenchment, where the disability or retrenchment occurs whilst the policy is in force.

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

You can apply for Premium Waiver insurance between ages 18 and 54 inclusive, only if you are in a professional, clerical and general occupation (your financial adviser will be able to tell you if your job fits one of these categories). Premium Waiver insurance is not available if you work in a special risk occupation.

If you apply for Premium Waiver insurance at some later date after your initial application for the policy, the terms and conditions may be different to those in this PDS or the policy document initially issued to you. Please see the section titled 'Terms and conditions may change for insurances taken out in the future' on page 63.

#### What is Total and Permanent Disability?

The definition of Total and Permanent Disability varies according to your work as outlined in the section titled "'Any Occupation' Definition" under 'What is Total and Permanent Disability?' on page 18.

#### When do we waive the premiums?

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

#### What if you have Income Protection cover?

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

The definition of total disability used is the same as for **Income Protection Plus** which is shown on page 50.

#### What is retrenchment?

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

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

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

#### What condition applies?

### We will not waive *premiums* for any recent increases in benefits

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

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

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

## When does your Premium Waiver insurance end?

Your insurance will continue until the earliest of the following:

- on your written request to cancel the Premium Waiver insurance, the policy will be cancelled and your insurance cover will cease as at the next *paid to date* following receipt of that request. MLC will not refund any *premium* paid up to that *paid to date*,
- the review date after you turn 65 years of age,
- the policy is cancelled because you make a fraudulent claim,
- the policy is cancelled because you stop paying *premiums* (see page 9),
- the *termination date* shown on your *Schedule* for Premium Waiver insurance, or
- your death.

#### What do we exclude?

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

- intentional self-inflicted injury or attempted suicide
- normal and uncomplicated pregnancy or childbirth
- war or warlike operations
- any injury that occurred, or sickness that first appeared, before the policy commenced or was last reinstated (unless disclosed to, and accepted by, MLC as part of the application or reinstatement process).

We do not cover you for retrenchment if:

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

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# How it all works



This section takes you through establishing and maintaining your insurance cover, step by step.



#### How do you arrange your insurance?

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

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

#### Electronic Transmission of the Application

If your application is forwarded to MLC by electronic transmission, the copy of the application electronically received by MLC will become the original application.

#### What will your financial adviser receive?

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

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

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

#### What happens next?

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

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

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

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

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

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

#### Need help?

Call your financial adviser or the MLC Service Centre any business day on **132 652**, **option 4**.

#### When does your insurance start?

While we are assessing your application, you will be covered under the terms of the Interim Accident Insurance Certificate detailed on pages 80 and 82.

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

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

#### When does your policy end?

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

If a claim is made under this policy that is fraudulent, we may cancel this policy within our rights under the policy and as may be otherwise permitted by law. Such a cancellation would have effect from the end of the applicable notice period after providing you with notice as required by law.

Your policy may also be cancelled when *premiums* are not paid. See the section titled 'If *premiums* are not paid' on page 9 for more details.

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

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

The only exception to this undertaking to renew is for special risk occupations, when you take Income Protection insurance. We do not renew this insurance automatically; instead, we assess whether we can renew the cover on a case by case basis. If you choose Critical Illness Standard, we will renew your policy subject to changes in the Critical Illness conditions (see page 26 for details).

## Terms and conditions may change for insurances taken out in the future

If you apply for an additional type of insurance at a later date, the terms and conditions may be different to those in this PDS or the policy initially issued to you.

The representations, terms and conditions applicable in respect of other insurances or options that are added to your policy will be contained in the PDS and policy document which is current as at the date you apply for the cover or options. Therefore any statements made in future PDSs will supersede any statements made in this PDS in relation to any insurance or options you do not apply for now but you wish to apply for in the future.

#### Adding to or changing your cover

If you wish to add to or change your cover, you must complete the appropriate form specified by MLC and send it to MLC who will accept or decline the change. The change is not effective until MLC acknowledges the acceptance of the addition or change.

*Premiums* for your policy may alter if you add or change your cover.

#### What do we exclude?

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

Pre-existing conditions mean any injury that occurred, or sickness that first appeared, before your policy commences or was last reinstated. Your policy will not exclude:

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

For Life Cover, we do not pay if you commit suicide in the first 13 months after this type of insurance begins or is last reinstated. For Income Protection insurance, Business Expenses insurance or Premium Waiver insurance, extra exclusions apply for war or warlike operations and normal and uncomplicated pregnancy or childbirth. If you choose **Income Protection Standard**, extra exclusions apply for chronic fatigue syndrome or fibromyalgia and for disability resulting from mental disorders, alcohol, drug or chemical abuse or dependency unless under supervision. Additional exclusions also apply for the Occupational HIV, Hepatitis B or C lump sum benefit option (this option is available for certain occupations as part of the Extra benefits option under **Income Protection Plus**).

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

#### Guarantee of upgrade

Whenever we improve the benefits of a type of insurance you have chosen as part of MLC Personal Protection Portfolio without any increase in standard rates or without charging an extra *premium*, we will add those improvements to your policy. We will notify you of the effective date of any improvements to your policy.

The improvements will apply only to future claims and not to past or current claims or any claims resulting from health conditions or events which began or took place before the effective date of the improvements.

#### MLC's claims philosophy

- We aim to make the claim process as simple and convenient as possible for all policy owners and to treat them with respect and compassion.
- Whilst protecting the interests of all policy owners, we will assess claims promptly and fairly.
- We aim to maintain open and honest communication regarding issues of concern.
- We are committed to acting ethically and observing the principles of privacy and confidentiality.

#### What we need to pay a claim

The amount of benefit you are entitled to for each type of insurance is shown in the *Schedule*. We will pay this benefit when we have proof:

- that all the events entitling you to a benefit have happened; and
- of the life insured's age.

We may ask for any further proof or information we need to satisfy ourselves that you are entitled to the benefit. Different types of insurances may have special claim requirements. Any proof or information you provide is at your cost. If we require a financial audit or medical examination by a person we appoint, we will pay for it.

The insurance must have been in force when the events leading to the claim occurred and (unless a claim is made for Life Cover insurance after the death of the Life Insured) when the claim is made.

If we don't accept the claim, we will state our reason for non-acceptance.

Generally, you have 12 months after the occurrence of the event entitling you to payment of a benefit to make a claim. However, for Income Protection insurance, you (or someone representing you) must tell us that you are totally disabled within 30 days of the beginning of the Total Disability.

#### What you must tell us - Your Duty of Disclosure

Before you enter into a contract of life insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before such a contract of life insurance is extended, varied or reinstated.

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

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

#### Non-Disclosure

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

An insurer who is entitled to avoid a contract of life insurance may, within three years of entering into it, elect not to avoid it but reduce the sum that you have been insured for in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

Your Duty of Disclosure continues until the contract of life insurance has been accepted by the insurer and a policy is issued. It also applies if the contract is extended, varied or reinstated.





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

This Direct Debit Request ('DDR') Service Agreement is issued by MLC Limited and MLC Investments Limited (ABN 30 002 641 661) (AFSL 230705).

This Service Agreement and the DDR Schedule (included in the attached application form) contain the terms and conditions on which you authorise MLC to debit money from your account and the obligations of MLC and you under this Agreement. You should read through the Service Agreement and *Schedule* carefully to ensure you understand these terms and conditions before signing the Schedule. You should direct all enquiries about your direct debit to the MLC Service Centre on **132 652**, **option 4**.

#### 1. Our commitment to you

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

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

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

#### 2. Your commitment to us

It is your responsibility to:

- Ensure your nominated account can accept direct debits.
- Ensure there are sufficient funds available in the nominated account to meet each drawing on the due date.
- Advise us if the nominated account is transferred or closed, or the account details change.
- Arrange an alternate payment method acceptable to MLC if MLC cancels the drawing arrangements.
- Ensure that all account holders on the nominated financial institution account sign the DDR Schedule.

#### 3. Your rights

You should contact the MLC Service Centre on **132 652**, **option 4**, providing at least 7 days notice, if you wish to alter the drawing arrangements. This includes:

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

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

The Manager MLC Complaint Resolutions PO Box 1086 North Sydney NSW 2059

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

#### 4. Other information

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

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

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

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

## Questions you may have about insurance



This section provides information on:

- Tax and your insurance
- Your beneficiaries in the event of your death



This section gives a brief summary of the way MLC Personal Protection Portfolio is treated for tax purposes as at the preparation date of this PDS.

The information is of a general nature only, and is written as though you are the original policy owner. We recommend that you seek professional advice regarding your own taxation position. In addition, you can obtain information from the Australian Taxation Office (ATO) at **www.ato.gov.au** 

#### Life Cover

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

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

#### Total and Permanent Disability, Terminal Illness Support, Critical Illness and Occupational HIV, Hepatitis B or C lump sum benefit

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

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

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

#### Financial Planning Benefit

The Financial Planning Benefit (as discussed on page 13 and elsewhere) should generally not give rise to a tax benefit where the underlying insurance is for non-business purposes. However, you should take tax advice specific to your own circumstances (particularly where the underlying insurance is for business purposes) should you take up this benefit.

#### Income Protection and Business Expenses

If you are self-employed or an employee, the *premium* is tax deductible and the benefit is assessable as income. Where the life insured dies while receiving Income Protection benefits, a lump sum benefit equal to six months extra benefit, to a maximum of \$60,000, is payable. This lump sum benefit is not assessable as income.

#### **Premium Waiver**

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

#### **Policy Fee**

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



#### Your beneficiaries in the event of your death

#### You may nominate a beneficiary

You may elect to have the Life Cover benefit paid to another person, who will become your Nominated Beneficiary. You may nominate up to six people to each receive a share of the Life Cover benefit in the proportions you nominate. Benefits paid for *Terminal Illness* and Accidental Injury will be paid to you.

You may vary your nomination at any time by applying in writing to MLC. The latest written nomination received and confirmed by MLC will apply. You may cancel a nomination at any time by writing to MLC. The interest of a Nominated Beneficiary is purely personal and it cannot be sold or otherwise assigned or passed to their estate. The death of a Nominated Beneficiary before the life insured cancels the nomination.

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

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

# Additional information



This section provides information on:

- Your cooling off rights, enquiries and complaints
- Family Law arrangements



# What if I change my mind about my insurance cover?

#### You have a right to a 14 day cooling off period.

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

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

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

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

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

This cooling-off right terminates immediately if you exercise a right or power under the terms of the product (such as requesting that the amount of your insured benefit be increased).

#### WHAT IF?

#### What if I have questions?

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

- contacting your financial adviser (a phone call should resolve most questions)
- telephoning the MLC Service Centre on **132 652**, **option 4**
- writing to us at the address appearing on the back of this PDS.

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

#### What if I have a complaint?

In most cases we can deal with your complaint over the phone. You can speak to a customer service consultant by calling the MLC Service Centre on **132 652, option 4**.

If we cannot resolve your complaint over the phone, MLC has formal procedures for dealing with complaints and you will need to write to us.

Your correspondence should be addressed to:

The Manager MLC Complaint Resolutions PO Box 1086 North Sydney NSW 2059

Please mark the envelope 'Notice of complaint'.

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

# What if I don't get a response to my complaint or I am not satisfied with the decision?

# You can seek assistance from the Financial Complaints Service.

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

Financial Industry Complaints Service PO Box 579, Collins Street West Melbourne VIC 8007

Phone 1300 780 808 (toll free) Fax (03) 9621 2291

More information about FICS is available at www.fics.asn.au

#### Time limits on legal actions

You cannot take legal action for the payment of benefits under this Policy either:

- less than 60 days after we receive all proof or information that we need to properly consider the claim; or
- more than 3 years after we first asked for that proof or information.





1

In relation to the property of a party to a marriage the Family Court has the power to make orders or injunctions that alter the rights, liabilities or property interests of a third party.

Proposals have been announced to enable the Family Law Act to regulate, in most States and Territories, financial matters arising out of the breakdown of de facto relationships (excluding same sex relationships).

MLC has a dedicated Family Law team to process such orders or injunctions.

The orders or injunctions can be made in respect to a number of different assets and liabilities and may also affect your interest in this product.

MLC reserves the right to charge a fee to cover the costs of complying with injunctions or orders and altering the rights, liabilities or property interests, or to cover any legal cost incurred by MLC in responding to matters arising from any order or injunction.

More information is contained in the MLC publication 'How Family Law may affect your superannuation, life insurance and other investments'.

This publication is available free of charge. To obtain a copy call the MLC Service Centre on **132 652** or visit **mlc.com.au** 

# Privacy notification



This section describes our responsibilities for dealing with the private information with which you entrust us.



MLC Limited and its subsidiaries are members of the National Australia Bank Group (**Group**). The Group includes banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations. This statement is an outline of certain matters relating to the collection and handling of your personal information by the Group.

#### Collecting your personal information

The Group organisation will collect personal information for the purposes of:

- Providing you with a product or service (including assessing your application).
- Managing and administering the product or service.
- Identifying you and protecting against fraud.
- Verifying your authority to act on behalf of a customer.
- Determining whether a beneficiary will be paid a benefit upon a person's death.
- Letting you know about products or services from across the Group that might better serve your financial, e-commerce and lifestyle needs or promotions or other opportunities in which you may be interested.

If you provide us with incomplete or inaccurate personal information, the Group organisation may not be able to process your requests and applications or manage or administer your products or services. It may also not be possible to tell you about other products or services from across the Group that might better serve your financial, e-commerce and lifestyle needs.

# Using and disclosing your personal information

Group organisations may disclose your personal information to other organisations:

 Involved in providing, managing or administering the products and services the Group offers, including third party suppliers (eg printers, posting services etc), other Group organisations, loyalty and affinity program partners and its advisers.

- Who are your financial or legal advisers or representatives and their service providers.
- Involved in maintaining, reviewing and developing the Group's products, business systems, procedures and infrastructure including testing or upgrading the Group's computer systems.
- Involved in a corporate re-organisation or involved in a transfer of all or part of the assets or business of a Group organisation.
- Involved in the payments system including financial institutions, merchants and payment organisations.
- Which are Group organisations which wish to tell you about their products or services that might better serve your financial, e-commerce and lifestyle needs or promotions or other opportunities, and their related service providers, except where you tell the Group not to.
- As required or authorised by law and/or where you have given your consent.

Your personal information may also be used in connection with such purposes. Because the Group operates throughout Australia and overseas, some of these uses and disclosures may occur outside your State and Territory and Australia.

#### Gaining access to your personal information

Subject to some exceptions allowed by law, you can gain access to your personal information. If access is denied, you will be given reasons for this. In some cases, your request may be dealt with over the telephone. For more information about your personal information and privacy, please call the MLC Service Centre on **132 652**, **option 4**.

# Glossary



This section provides an explanation of some key product, market and insurance terminology identified in the PDS for which you may require further clarification. Items explained in the Glossary appear in italics throughout this PDS for your easy reference.



AccidentFor the purposes of Accidental Injury, Increases without further medical evidence and Business Safeguard Option means bodily injury caused directly and solely by violent, external and visible means, independently of all other causes.Business dayIn the context of this document means a day, other than a Saturday or Sunday, or a public or Bank holiday in New South Wales.CPIMeans the 'Consumer Price Index: All Groups Index Weighted Average for Eight Capital Cities published by the Australian Bureau of Statistics or, if that is not available, any reasonable substitute chosen by MLC.
CPI         Means the 'Consumer Price Index: All Groups Index Weighted Average for Eight Capital Cities published by the Australian Bureau of Statistics or, if that is not available, any reasonable
published by the Australian Bureau of Statistics or, if that is not available, any reasonable
Child For the purposes of the Critical Illness Extra Benefits Option means the natural, adopted or stepchild of the life insured.
Gainfully Employed Means working for earnings, payment or profit.
GST Goods and Services Tax.
Inflation The increase in the price of goods and services. The effect of inflation is that something you buy today will cost more in the future.
Mortgage Means a loan secured by a first mortgage over your home.
Normal physical domestic duties Means cleaning, cooking meals, doing the laundry, shopping for groceries and taking care of dependent children.
<ul> <li>Paid to date</li> <li>Means the date premiums are paid up to in whole months in line with the review date. The following will apply: <ul> <li>if you pay your premiums monthly, your insurance cover will end as at the next paid to date.</li> <li>if you pay your premiums half-yearly or yearly, your insurance cover will end on the next monthly paid to date following receipt of your cancellation request. Any premium paid by you for cover after that paid to date will be refunded.</li> </ul></li></ul>
Premium The amount of money charged by MLC for the insurance cover provided.
<b>Review date</b> Is the date stated in the Schedule on which MLC reviews the insured benefits and premiums for the insurance policy each year. Typically, this is the anniversary of the date the insurance policy was issued or reinstated.
Schedule Means the Schedule issued for MLC Personal Protection Portfolio which details the types of insurance and the amount of insured benefits under the insurance policy. An updated Schedul will be issued each year or at any time there is a change in the benefits or types of insurance. The updated Schedule will replace the previous Schedule.
Statement of Advice A document that must be given to the client by their financial adviser in relation to the provision of personal advice in accordance with Div 3C and 3D of Part 7.7 of the Corporations Act.
Termination date         Is the date when cover under a type of insurance ends.
<b>Terminal Illness</b> Any illness that, in the opinion of an appropriate specialist physician approved by MLC, is likely to lead to your death within 12 months from the date MLC are notified in writing by the approved physician.

# Interim Accident Insurance Certificate



This section outlines the terms and conditions of MLC's Interim Accident Insurance.



MLC Limited ABN 90 000 000 402 AFSL 230694 ('MLC') can provide the policyowner(s) nominated in the application for MLC Personal Protection Portfolio ('you') with Interim Accident Insurance, at no extra cost, while the application for MLC Personal Protection Portfolio, whether for a new policy or an addition to an existing policy, is being considered. The terms and conditions of this Interim Accident Insurance Certificate are set out below.

#### When Interim Accident Insurance starts

Unless MLC nominates an earlier date, Interim Accident Insurance will start when MLC receives at any of its branches or head office a fully completed, signed and dated application for MLC Personal Protection Portfolio, and one full instalment of premium, or a fully completed Direct Debit Request Schedule or Credit Card Deduction Authority.

#### MLC relies on what you tell it

Interim Accident Insurance will only be available if you and the lives insured nominated in the application for MLC Personal Protection Portfolio have completed the application for MLC Personal Protection Portfolio accurately and honestly and have complied with the Duty of Disclosure set out in the Application Form for MLC Personal Protection Portfolio.

#### When MLC will pay

MLC will pay you the benefits of the Interim Accident Insurance if a life insured dies, is totally and permanently disabled, suffers a critical condition, or becomes totally disabled, as a result of a bodily injury caused by accidental means, which occurs while you are covered by this Interim Accident Insurance. Details are as follows:

# Life Cover insurance and Total and Permanent Disability insurance

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

- \$1,000,000,
- the benefit you applied for on that life insured, or
- the benefit we would allow for that life insured under our normal assessment guidelines.

#### **Critical Illness insurance**

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

- coma\*
- major brain injury\*
- paralysis\*
- major burns\*
- blindness\*
- loss of independence

MLC will pay the lower of:

- \$600,000,
- the Critical Illness benefit you applied for on that life insured, or
- the Critical Illness benefit we would allow for that life insured under our normal assessment guidelines.
- \* These conditions are not covered if you have applied for Critical Illness Standard.

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

#### **Total Disability**

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

- \$10,000 a month,
- the Income Protection benefit you applied for on that life insured, and
- the Income Protection benefit we would allow for that life insured under our normal assessment guidelines.

MLC will pay this benefit each month that the life insured is continuously totally disabled after the end of the waiting period you applied for, up to a maximum of 12 months. If the life insured is only disabled for part of a month your benefit will be reduced proportionately.

#### Conditions

Other than as varied by these terms, the following shall apply to this Interim Accident Insurance:

- MLC's 'any occupation' definition of 'totally and permanently disabled',
- MLC's definition of 'totally disabled' under Income Protection Plus, and
- MLC's standard conditions, waiting periods, limitations and exclusions, subject to any options you applied for in your application for MLC Personal Protection Portfolio.

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

#### MLC will not pay more than one benefit

MLC will not pay you more than one benefit under this Interim Accident Insurance for any one accident to any life insured.

#### When MLC won't pay

In addition to MLC's standard exclusions (as set out in the current MLC Personal Protection Portfolio policy document and outlined in the PDS), MLC will not pay under this insurance for death or disability arising from or in connection with:

- any condition that you or any life insured knew about before applying for MLC Personal Protection Portfolio, or
- the life insured engaging in any occupation, sport or pastime that MLC would not cover under MLC's normal assessment guidelines.

MLC will not pay if the cover applied for would normally be declined, excluded or limited under MLC's current assessment guidelines.

#### **Benefit Limits**

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

#### When Interim Accident Insurance ends

MLC will cancel your Interim Accident Insurance by notice in writing on the earliest of the following:

- 90 days after the start of this Interim Accident Insurance unless before then MLC tells you a different date,
- the date MLC issues a Schedule following MLC's acceptance of your application for MLC Personal Protection Portfolio (or in the case of additional insurance, when MLC issues a revised Schedule to you),
- when MLC advises you that your application has not been accepted,
- when MLC advises you that your Interim Accident Insurance has ended, and
- when you withdraw your application.

#### Your application for the MLC Personal Protection Portfolio

If you claim under your Interim Accident Insurance for any life insured, MLC will take this into account in considering your application for MLC Personal Protection Portfolio on that life insured. MLC may decide not to accept your application on this basis.

#### Your Duty of Disclosure

Your Duty of Disclosure does not end on completion of your application and personal statement. Your duty continues until MLC accepts your application and issues a Schedule and a policy document to you. Your Duty of Disclosure is set out on page 1 of the Application Form and page 65 of the PDS.

#### General

MLC may accept or reject your application as we see fit. No insurance will take effect (apart from this Interim Accident Insurance) before MLC accepts your application and issues a policy to you (or in the case of additional insurance, when MLC issues a revised Schedule to you).

If your application is not accepted, any premium received by MLC will be refunded to you (less any government charges or taxes). No financial adviser or other person is authorised to change these conditions, whether in writing or otherwise. No changes will be binding upon MLC.

Your Interim Accident cover is void if the premium payment for MLC Personal Protection Portfolio is dishonoured.

# Application form



To apply for insurance you must complete the attached Application form.

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**MLC Personal Protection Portfolio** 

# **Application Form**

Issue 4 Preparation date: 15 September 2006 Issue date: 6 November 2006

Place policy sticker here

MLC Limited ABN 90 000 000 402 AFSL 230694

This Application Form accompanies the MLC Personal Protection Portfolio Product Disclosure Statement, Issue No. 4 with a preparation date of 15 September 2006.

New policy

Addition of a new insurance to an existing policy Policy Number (if addition to existing policy)

Concurrent or related application(s) eg for spouse or business partner (please give name or application number if known)

#### How to apply

- **1** When completing the Application Form please:
  - use a black pen
  - use BLOCK LETTERS only
  - use ticks (✓) in the boxes
  - if you make a mistake, do not use correction fluid, instead cross out the error, initial the change and be sure to date it.
- 2 Complete any additional questionnaires at the end of the form if requested to do so.
- **3** If you intend to have your payments:
  - debited directly to your bank account, complete the attached Direct Debit Request Schedule on page 5
  - debited directly from your bank credit card, complete the attached Credit Card Deduction Authority on page 5.
- 4 If you are making your first payment by cheque, make it payable to MLC Limited.
- **5** The Application Form, a copy of your quotation, Direct Debit Request Schedule, Credit Card Deduction Authority (if applicable) or cheque should be either:
  - · handed to your financial adviser, or
  - mailed to: MLC Limited, PO Box 200, North Sydney NSW 2059

#### What you must tell us

#### Your Duty of Disclosure

Before you enter into a contract of life insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before such a contract of life insurance is extended, varied or reinstated.

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

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

#### **Non-Disclosure**

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

An insurer who is entitled to avoid a contract of life insurance may, within three years of entering into it, elect not to avoid it but reduce the sum that you have been insured for in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

Your Duty of Disclosure continues until the contract of life insurance has been accepted by the insurer and a policy is issued. It also applies if the contract is extended, varied or reinstated.

### **Need help?**

Call your financial adviser, or the MLC Service Centre any business day on **132 652**.

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

Financial Adviser's instructions Complete details relevant to this application

Name of financial adviser	Business phone/fax/mobile		Email	Μ	LC Di	vision		- inan dvise	icial r No.		%
	Ph ( ) Fax ( )										
1.	Mobile Ph ( )										
2.	Fax ( ) Mobile										
3.	Ph ( ) Fax ( ) Mobile										
A Remuneration payment type:			National Australia Banl	k Gro	oup P				-		
Select payment type: Up Front	Hybrid Level		FI/FN Number			Refer	ring E	BUID	numb	)er	
Class C Income Protection is paid on a L Is this application replacing a current MI			Referring Banker's name								
Yes What is the current policy nu				;							
Purpose of cover (tick the most relevant box       Personal/Family protection needs         Business protection needs (eg Keype expenses, etc.)	rson, Buy/Sell, Business	a g N		olved appli	d whi	ch are					
Estate planning needs (eg Estate equ		Y	es What are they?								
If this application is for Buy/Sell purpose, has into or is one being legally drafted?	an agreement been entered										
No Yes											
I agree to MLC or any one of their authorised the client directly if required to collect further completion of this application.											
I do not agree to MLC directly contact	ting my client to clarify any										
answers or omissions in the application. If you tick this box you will then be requir information directly with your client.	ed to organise additional		Financial adviser's che			to MI	C nl	0000	a a bac	ok th	
Special Instructions and Underwriting Ref	erence Number		Before sending this ap following have been d	-			<i>υ</i> , μι	ease	; cnec	;K UIE	;
			All relevant questio	ns oi	n the	Applica	tion I	Form	have	been	answered.
			The Application Fo				ned a	and o	dated	by th	e Life to
I am lawfully authorised to advise on, and de			be Insured and Po Any Supplementar	-		• •	rms I	nave	been	attac	hed
Portfolio policies under an Australian Financial Services Licence. I do not provide these services on behalf of MLC Limited, MLC Nominees Pty			(if required). The Direct Debit R	leque	est Sc	hedule	e or C	Credit	t Card	Dedu	iction
Limited (ABN 93 002 814 959) (AFSL 230702) (RSE L00002998), MLC Investments Limited (ABN 30 002 641 661) (AFSL 230705).			Authority on page	5 is	comp	leted (	if rec	quireo	d).		
Signature of one of the financial adviser(s) listed above			If paying by chequ Limited marked 'N	lot N	egoti	able' h	as be	en a	attache	ed.	
×	Date / /	The required copy of the full premium quotation has b				ias be	en				
Initial Premium Advice Financial adviser must complete but	t do not detach				Ar	nount C	ollect	ted		Date	e Collected
		PPL		\$						/	/
Applicant – Print Surname and Initials	Division Financial Advise	er Number	Paid in by – <i>Print</i>	Surn	ame a	nd Initia	als				Date
										/	/

#### LIFE TO BE INSURED INFORMATION

#### To be completed by the Life to be Insured

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

#### 1 Person whose Life is to be Insured

Title	Surname (and maiden name in brackets if applicable)
Given names	
Preferred na	me
Male	Female Marital Status
Date of Birth	MEID (NAB Planner Bank Adviser Use Only)
/	/
What is your	relationship to the Policy Owner(s)?

#### 2 Are you a permanent resident of Australia?

3

Yes	
No	How long have you lived in Australia?
	yrs mths
	What was your last country of residence?
Have you residency	applied or are you intending to apply for permanent ?
Yes	Please give details
No	Reason for not applying
Home Ad	dress

	Postcode		
Postal Address for Notices*			
	Postcode		

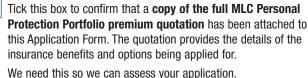
\* If there is more than one policy owner, Notices will be sent to the first policy owner listed above. The first policy owner agrees to provide a copy of each Notice to each other policy owner, and the other policy owners appoint the first policy owner as their agent for notice.

#### **Contact details** 5

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

#### **B** BENEFIT INFORMATION

#### Insurance selection?



#### **C** MARKETING CONSENT

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

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

May we please have your permission?



If you do not mark any box we will assume that you want to hear and receive information about the products and services we have described. The answer you are giving now will not change any specific product or service consent that you have given or will give in the future (for example, for a loyalty program or online direct marketing).

This consent applies only to information about other products or services that may be of interest to you in the future. It is not required for any matter relating to providing, managing or administering this product or any of your existing products. It has no impact on your relationship with your financial adviser.

Your consent will continue until you withdraw it. You can withdraw your consent at any time by contacting the MLC Service Centre on 132 652.

#### **D** POLICY OWNER INFORMATION

#### To be completed by the Policy Owner(s)

Who is to own	n this	s policy?
Individual(s)		Trustee (of a trust or self managed super fund)
Partnership		
Company*		If the Policy Owner is a Company, percentage of
		shares in that company held by the Life to be Insure
		%

\* Only one corporate entity can own this policy

#### 2 Please complete the ownership details below

Title Surna	me (trustee, individual, director or secretary)
Given names	
Trust/Partnership/C	Company Name/Self Managed Super Fund
Date of Birth	MEID (NAB Planner use only)
/ /	
7	
Title Surna	me (trustee, individual, director or secretary)
Title Surna	ume (trustee, individual, director or secretary)
Title Surna Given names	ame (trustee, individual, director or secretary)
	ume (trustee, individual, director or secretary)
Given names	ume (trustee, individual, director or secretary)
Given names	
Given names	

3 How many people are to be insured under this policy?

The acknowledgments and declarations of the Policy Owner(s) in this application also apply to any Supplementary Application(s) submitted.

4 Are you the Life to be Insured detailed in section A?

0	
es	

Go to	EN	omination	ı of b	eneficiarv

5 Postal Address for Notices (if different from Life to be Insured)\*

Postcode			
Postcode			
Postcode			
	Postcode		

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

#### 6 Contact Details

d

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

#### **E NOMINATION OF BENEFICIARY**

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

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

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

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

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

Note: The sum of each of your portions of total benefit must equal 100% and each portion must be provided in whole percentages.

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

#### F DIRECT DEBIT REQUEST SCHEDULE

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

I/We,

Surname (or Company/Business Name)

Given Name(s) (or ACN/ABN)

Surname

Г

Given Name(s)

request MLC Limited (ABN 90 000 000 402) (AFSL 230694) (user ID No. 000 108) and/or MLC Investments Limited (ABN 30 002 641 661) (AFSL 230705) (user ID No. 022 779) to draw money from my/our account conducted with:

#### Name and Address of Financial Institution

Name of Account to be debited
BSB Account Number
Note: Direct debiting is not available on the full range of financial institution accounts. If in doubt, please refer to your financial institution before completing this Schedule.
How frequently will premiums be paid?
Monthly Half-yearly Yearly
Preferred draw date of the month. Please note that due to normal business processing we cannot guarantee this date:
1st         5th         10th         15th         17th         20th         25th
I/We acknowledge that this Direct Debit Request Schedule is governed by the terms of the Direct Debit Request Service Agreement on page 66 of the Product Disclosure Statement and the terms and conditions of the policy to which this application relates. I have read and agree to the terms and conditions.
Signature(s) of Financial Institution Account Holder(s)
X Date / /

#### **G** CREDIT CARD DEDUCTION AUTHORITY

matic	Complete this section if you want to pay your premiums by charging your nominated credit card.
	I, (Cardholder name)
	authorise MLC to charge my
	Mastercard
	Visa
	Card number
	Expiry date
1)	or any replacement/substituted card, for the premiums due on the policy.
	Tick this box if this credit card deduction is for
	both the initial and ongoing premiums
	ongoing premiums only – a cheque is attached for the initial premium
	the initial premium only
	If making <b>regular payments</b> from your credit card how frequently will premiums be paid?
	Monthly Half-yearly Yearly
	Preferred draw date of the month. Please note that due to normal business processing we cannot guarantee this date:
ting this	1st 5th 10th 15th 20th 25th
	Cardholder signature
	X Date / /
al	
25th	H DIRECT PAYMENT OF PREMIUMS
ed by 6 of the	Complete this section if you want to pay your premiums direct to MLC by cheque or money order.
olicy to Id	I wish to pay my premiums directly to MLC:
	Half-yearly Yearly
	MLC will send you notices for premiums prior to the due date.

NOTE: If we do not receive your payment (Direct Debit Request/Credit Card Deduction Authority or Cheque payment), Interim Accident Cover cannot commence.

Date

/ /

#### AUTHORISED REPRESENTATIVE

Please complete the following section if you wish to authorise a representative to have access to your information on this policy. The Authorised Representative cannot transact on the policy and will stay in place indefinitely until a request to change is received in writing from you.

Surname (Family name) (please print)
Given name(s)
Date of birth / /
MLC Customer Number (if existing customer)
Address
Postcode
Home telephone Work telephone
Facsimile Mobile
- "
Email
Authorised representative's signature
N N N N N N N N N N N N N N N N N N N
Date / /

#### J EXISTING INSURANCE DETAILS

#### To be completed by the Life to be Insured

Are you covered by, or are you applying for other life, disability, critical illness, income protection, or business expenses insurance with any company including MLC (other than this application) – including benefits under superannuation or business or credit insurance?

0			Go	to	ne
---	--	--	----	----	----

Ν

Yes

Go to next Question below

Please provide details for each. If there is not enough space here, please complete additional details on page 12.

Type of Insurance		Commencement Date
Company		Policy Number
Sum Insured or Monthly Benefit	If Income Protection or Waiting period	Business Expenses: Benefit period
\$		
Is this application repla	cing this insurance?*	No Yes
Type of Insurance		Commencement Date
Type of Insurance		Commencement Date
Type of Insurance		Commencement Date Policy Number
	If Income Protection or Waiting period	
Company Sum Insured or		Policy Number Business Expenses:

\* You should not cancel the existing policy(s) until you have received a policy document from MLC.

2 Have you ever had an application for insurance on your life declined, postponed, cancelled, accepted with an exclusion or a higher than standard premium, or modified in any way?

No	
Yes	Give details
	I

3 Are you in receipt of or have you ever made a claim for any type of accident or sickness (including lump sum total and/or permanent disablement, workers' compensation or third party insurance) or have you ever applied for unemployment, sickness or accident benefits or other Centrelink or Veterans' Affairs Benefits?

No	
Yes	

3	Give dates, benefit type and amount, reasons and date finalised	

of 24

#### PERSONAL QUESTIONNAIRE

#### To be completed by the Life to be Insured

Your health information may be disclosed to your financial adviser. Please see the Privacy Statement on page 76 of the Product Disclosure Statement.

#### If there is insufficient space to fully answer a question, use page 12.

**OCCUPATION AND INCOME** 

- What is your full-time occupation? 1
- 2 In which industry do you work?
- 3 How long have you been in this occupation?
- What is the name of your employer or trading name? 4
- 5 What is the address of your employer or business? (Street address only)
  - Postcode
- 6 Describe your duties including hours per week and percentage of your time doing manual work (eg driving, lifting, cleaning etc).

Duties	Hours per week	% manual

7 Do you have any occupation other than described in Question 1 above?

No	]				
Yes	What is this	occupation?			
	Duties of th	is occupation	l		
	How long ha	ave you been	in this	occupation?	
		yrs	mths		
	Annual inco	me from this	occupa	tion	
	\$				
What is t last year		umber of hou	irs you \	worked per we	ek over the
Full-time	occupation	hrs	Secon	d occupation	hrs

What were your Earnings before tax from your full-time occupation 9 for the last 12 months? Do not include investment income.

- **10** Are you applying for any of the following insurances?
  - Total and Permanent Disability Income Protection
  - Premium Waiver Business Expenses
  - Total and Permanent Disability as a Critical Condition
  - Go to Question 30 No
  - Yes
- 11 Have you changed your occupation in the last 2 years?

No	
Yes	What was your previous occupation?
	How long were you in that occupation?
	yrs mths

- **12** What percentage of your time was spent working from home over the last year?
- 13 What professional or trade qualifications do you have?
- **14** Are you applying for any of the following insurances?
  - Income Protection
  - Business Expenses
  - Go to Question 30 No

%

Go to next Question Yes

#### **INCOME PROTECTION**

Complete this section if you are applying for Income Protection and/or **Business Expenses insurance** 

**15** Have you or any business with which you have been associated ever been made bankrupt or placed in receivership, involuntary liquidiation or under administration?

No	
Yes	Please give date and details
	Data of discharge
	Date of discharge

**16** What is your employment status?

Em you

Employee of a business in which you have no ownership	Go to Question 17
Sole Trader	Go to Question 21
Partner in business	Go to Question 21
Employee of your own company	Go to Question 21

8

Г

#### **EMPLOYEE SECTION**

Complete this section if you are an employee of a business in which you have no ownership

**17** What is the breakdown of your current Earnings **before tax** from your full-time occupation? **Do not include investment income.** 

Earnings: where the Life to be Insured is an employee ie does not directly or indirectly own part or all of a business or practice – earnings means the total remuneration paid by the employer to the Life to be Insured including salary, commission, fees, regular bonuses, regular overtime and fringe benefits. It also includes regular superannuation contributions paid by the employer on behalf of the Life to be Insured.

Salary/Wage	\$
Employer contributed superannuation	\$
Allowances (car, travel, etc)	\$
Regular Commissions/Bonuses/Overtime Other (please specify):	\$
	\$
	\$
	\$
	\$
Total Earnings:	\$

- **18** How long have you been with your current employer?
- **19** Do you intend to change your occupation duties, work hours, employment situation or take extended leave over the next 12 months?

	No		]
	Yes		Please give details of the change
0	Are y	/ou a	a public servant?
	No		]
	Yes		]

#### Now go to Question 30

2

#### **SELF-EMPLOYED SECTION**

Complete this section if you are self-employed – sole trader, partner, employee of own company

- 21 How long have you been self-employed in your present occupation or employment?
  - yrs mths
- MLC Personal Protection Portfolio 8 of 24

22 What were your Earnings before tax from your full-time occupation for the last 2 years? Do not include investment income.

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

()	An amount is requ	uired in each box)
Year Ending	30/06/	30/06/
Gross business income (revenue)	\$	\$
<i>Less</i> business expenses in generating that income	\$	\$
Equals net income before tax	\$	\$
Your share of net income	%	%
Plus		
• personal salary/wage;	\$	\$
director's fees;	\$	\$
• superannuation contributions;	\$	\$
• share of depreciation expense;	\$	\$
<ul> <li>salary/wage to spouse not working in the business;</li> </ul>	\$	\$
• share of profit from associated entities (eg trust, service company)	\$	\$
Total net Earnings	\$	\$

23 Will your annual income continue at or beyond this level?

Reason for decrease

2

9

No

24 Has the business traded profitably over the past year?

	No	Give details
	Yes	
25	Does the	business employ any people other than yourself?
	No	
	Yes	How many full-time? How many part-time?
26	In the eve operate?	ent of your total disability, will the business continue to
	No	
	Yes	Give details, including percentage of ongoing trading capacity

#### 27 Are you applying for Business Expenses insurance?

Go to Question 30

No	
Yes	

#### List the monthly expenses to be covered below:

Note: Covered expenses are the reasonable and regular expenses of the business or practice the Life to be Insured owns and manages.

	Rent or mortgage payments (principal plus interest)	\$
	Property rates and taxes	\$
	Equipment or motor vehicle lease costs	\$
	Electricity	\$
	Heating and water	\$
	Cleaning and laundry	\$
	Depreciation of office equipment and premises the business owns	\$
	Salaries and associated costs for employees not generating business income	\$
	Accounting services	\$
	Professional association	\$
	Business insurance premiums	\$
	Other regular monthly business expenses normally incurred (please specify):	3
		\$
		\$
		\$
	Total Business Expenses	\$
28	Number of employees who generate business income (other than yourself)	
29		%
	are you responsible for?	
T	RAVEL AND PASTIMES	
30	Do you plan to travel overseas, live or wo	ork in another country?
	Yes When?	For how long?
	Where?	
	For what reason?	
	If more than one country, spec	ify time in each country

31 Do you now or do you intend to take part in any of the following activities?

No Yes

- a Flying as a pilot or crew in an aircraft
- b Motor car, motor cycle or motor boat racing
- c Underwater diving
- **d** Football, parachuting, hang-gliding
- e Other hazardous pursuits, activities or sports (eg polo, competitive judo, mountain climbing, mountain biking)

If you answered 'Yes' to any of these, complete the Pastimes Questionnaire on page 17

If you answered 'Yes' to any of these, give full details of each below. If there is not enough space here, please list on page 12

Activity		
Location		
Amateur	Professional Ev	vents/hours per year
Other det	ills	

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

No	
Yes	Loading
	I acknowledge that a loading of %
	or \$ pa
	per \$1000 sum insured will apply on the
	cover
	due to my participation in
Yes	Exclusion
	I acknowledge that no
	benefit will be paid under this policy in the event of a claim caused by or contributed to by practice for, or participation in:
	Football Underwater diving
	Motor racing Aviation

#### PERSONAL AND MEDICAL DETAILS

**33** What is the name and address of your usual doctor or medical centre? *(If no usual doctor, then the last doctor you last visited)* 

#### This question must be completed

Address				
	Postcode	9		
Business Telephone	(	)		
low long have you been attendin	ig this prac	tice?	yrs	mths
Please provide details of your la	st check-u	p or co	onsultation	
Date of last consultation Reas	on for last	check	-up or con	sultation
/ /				
Result				
Nedication prescribed, referral g	given or tes	sts ord	ered	

No		
Yes		Please give date and details
5 Are y	ou c	arrying the Human Immunodeficiency Virus (HIV) which

**35** Are you carrying the Human Immunodeficiency Virus (HIV) which causes AIDS, antibodies to that virus, or are you suffering from AIDS or any AIDS related condition?

No	
Yes	

34

**36** Since 1980, have you had sexual intercourse with someone you know or suspect to be HIV positive, or have you engaged in male to male sexual activity?

No Yes

No

A confidential questionnaire will be sent out to you to complete and return to MLC's Chief Underwriter.

37 Have you ever had asthma?



*Complete the Asthma Questionnaire on page 18* 

**38** Have you ever had any cyst, mole or skin lesion requiring medical advice or treatment?

No Yes

Complete the Cyst/Mole/Skin Lesion Questionnaire on page 18 **39** Have you ever had a strained back, sciatica, whiplash, spondylitis or any other back, neck or spinal problem?

	No							
	Yes		If you are applying for Total and Permanent Disability, Income Protection, Business Expenses or Premium Waiver insurance, complete the <i>Back/Neck Disorder Questionnaire</i> on page 19, otherwise give details at Question 56.					
40		-	ever had any disorder of the bones, joints or muscles, gout or repetitive strain injury?					
	No		Yes Complete the Joint/Musculoskeletal					
			Questionnaire on page 20					
41			ever had treatment or counselling for depression, or any anxiety, stress or mental disorder?					
	No		Yes Complete the Mental Health Questionnaire on page 21					
42	Have	you	ever had high blood pressure or high cholesterol?					
	No		Yes Complete the High Blood Pressure/High Cholesterol Questionnaire on page 22					
43	Do yo	u wi	ish MLC to arrange all medical requirements?					
	No		Go to next Question					
	Yes		Blood tests, Quick check or Express check required					
			Go to next Question					
			Medical Exam/Health Evaluation required					
			Go to Section L – Declaration					
44	<ul> <li>Have you arranged or do you intend to arrange medical requirements in connection with this application?</li> <li>No MLC will arrange if required (recommended)</li> </ul>							
	Yes		The following has/will be arranged					
			Q Check Go to next Question					
			Blood Test <b>Go to next Question</b>					
			Medical/Health Evaluation arranged with:					
			Usual doctor/GP Go to					
			Para medical (nurse) Section L – Declaration					
			Consultant (Specialist)					
			ECG Go to next Question					
			Other: Go to next Question					
45	Do yo	ou dr	ink alcohol?					
	No							
	Yes		Number of standard drinks:					
			per day or per week					
			Note: one standard drink = 1 glass of beer/wine/nip of spirit					
46			smoked tobacco or any other substance or used any containing product in the last 12 months?					
	Yes		What type? eg cigarettes, gum, patch Daily quantity					

<b>17</b>	What is your baight?		cm		50	Other than already sta	ated, have you	in the last 5 year	s:		
47	What is your height?		CIII						Item Code	No	Yes
48	What is your weight?		kg					ation on a regular ( than for colds or f	or a		
49	Do you have or have you ever had any of the follo	wing?						r injection) any dru			
	If you answer 'Yes' to any item in this question ple	ase				not prescribed		other than medicin hased at a chemis			
	give details at Question 56.	Item Code		s	51	Do you NOW have	any other dis	ability, illness, injur	y		
	Heart comp	laint <b>a</b>				or s	symptoms not	already mentioned	?		
	Epilepsy or any neurological diso				52	Do you cont		ng any advice, tes ation or treatment			
	Stroke or vascular diso	rder <b>c</b>		_	Mal	es: Go to Question 56		,			
	Lung compl	aint <b>d</b>				ala a Quala					
	Diabetes, bowel, kidney or bladder disc	order <b>e</b>				ales Only	mplications of	progranav or abi	ldbirth0		
	Alcohol or drug depend	ence f			55	Have you had any cor					
	Professional advice to reduce alcoholconsum	ption <b>g</b>				No Yes		ils at Question 5	6		
	Migraine, persistent headache or chronic fa	tigue <b>h</b>			54	Are you currently preg	gnant?			٦	
	Disorder of the reproductive sys (eg prostate, ovary),or sexually transmitted dise					No Yes	Date Due	/ /			
	Cancer or leuka			7	55	Have you ever had an	ı abnormal pa	p smear?			
	Haemophilia or blood disc	-		Ī		No Yes	When?				
	Liver disorder, hepatitis or test indicating pa										
	present hepatitis infec						Treatment g	iven			
	Any allergies, skin disorder, or disorder of the e ears, nose or th										
	Any other operation, disability, illness or injury, med investigation or test (eg genetic test, mammogr ultrasound, ECG) not already mentio	am, <b>n</b>					Date and rea	sult of most recer	t pap s	mear	

#### **56** Did you answer 'Yes' to any item in questions 39, 49, 50, 51, 52 and 53?

No	
Yes	Γ

Give full and accurate details below of each instance. If you are completing any of the questionnaires at the back of this application, you do not need to give the same details here. If there is not enough space here, please list on page 12.

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

#### 57 Have any of your parents, brothers or sisters (living or dead) suffered from any of the following?

- Cancer (specify type and site)
- Heart disease
- Stroke
- Diabetes
- Kidney disease
- Rheumatoid Arthritis
- Huntington's disease
- Motor neurone disease
- Muscular dystrophy
- Familial polyposis
- Any other hereditary disorder

No Yes

Please provide details below

Relationship	Medical condition	Cancer type and site	Age condition began	Age at death (if applicable)

#### **58** To be completed by the Life to be Insured

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

Page Number	Question Number	Further Information
Number	Number	

#### DECLARATION

#### Read this section carefully before signing.

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

#### I understand and agree that:

- (a) I have read the Duty of Disclosure set out on page 1. I understand that, until MLC accepts this application and issues a policy (or, in the case of an addition to an existing policy, a revised Schedule), I have a duty to disclose every matter which I know, or could reasonably be expected to know, is relevant to MLC's acceptance of this application and that if I fail to comply with my duty of disclosure MLC may (as permitted by law) avoid the policy or reduce the benefits under it;
- (b) The answers to the questions in this application and any other relevant personal statement(s) and questionnaires are true and complete, and the answers given form the basis of the contract;
- (c) If any answers to the application questions are not in my own handwriting, I certify that I have checked them and they are correct;
- Critical Illness insurance is subject to the medical conditions set out (d) in the policy document and some conditions require a waiting period and a degree of severity to be eligible for the benefit;
- Where I have applied for Critical Illness insurance as stand alone without Life Cover, benefits are payable only if the Life Insured survives a deferment period of 14 days after having the Critical Illness (as defined). If the Life Insured dies within the 14 day deferment period. Critical Illness insurance will provide a nominal \$5,000 death benefit. MLC recommends that Critical Illness insurance be purchased with Life Cover;
- Where I have applied for Total and Permanent Disability Stand Alone (f) insurance, benefits are payable only if the Life Insured survives a deferment period of one month after becoming totally and permanently disabled (as defined). If the Life Insured dies within the one month deferment period, Total and Permanent Disability Stand Alone insurance will provide a nominal \$5,000 death benefit;
- Where I have applied for Income Protection or Business Expenses (a) insurance and where I have chosen the HIV/AIDS exclusion option, then a premium discount will apply and the policy will contain an HIV/AIDS exclusion;
- (h) The amount of any benefit issued at non-smoker rates may be reduced by MLC if this application contains an incorrect statement about smoking habits;
- No insurance is effective until MLC accepts this application and (i) issues a policy (or, in the case of an addition to an existing policy, a revised Schedule), except for Interim Accident Insurance that will apply subject to specific terms and conditions.
- If my application is electronically transmitted to MLC, the copy (j) electronically received by MLC will become the original application.

#### I authorise MLC to:

- (a) collect further medical information from any doctor, medical centre, hospital or any other health service provider identified by me in this application for the purpose of assessing my application for insurance; and
- provide my personal, financial and medical information (whether (b)provided in this application or otherwise subsequently collected by MLC with my consent) to any medical professional, medical facility, reinsurer. assessor, adviser or any other confidential service provider, now or at any time in the future, for the purpose of issuing or administering this insurance, and assessing any claim made in respect of this insurance;
- provide a copy of any test results (except the HIV Antibodies Blood (C) Test) I have undergone in connection with this application to my usual doctor or medical centre as nominated at Question 33 of the Personal Questionnaire; and
- (d) provide a copy of the HIV Antibodies Blood Test to my usual doctor or medical centre as nominated at Question 33 of the Personal Statement unless I have nominated an alternative doctor to receive the results, in which case I authorise the results to be provided to the alternative doctor specified.

I also authorise MLC and any third party referred to in paragraphs (a), (b), (c) and (d) of this authority, to transfer any such information outside the State, Territory or jurisdiction in which the information was collected in order to give effect to this authority.

Privacy Authorisation (please tick as required)

- I give my consent to my financial adviser to provide information to MLC, on my behalf, concerning my health, pastime activities, occupation and financial status, for the purpose of expediting the assessment of my application for insurance.
- I give my consent to MLC to disclose to my financial adviser any personal medical information or finding that results in my application for insurance being accepted on non-standard or amended terms, or declined. I understand that MLC will not provide copies of medical or other reports pertaining to my application for insurance to my financial adviser without first obtaining my specific consent to do so.

I acknowledge that a MLC Personal Protection Portfolio policy does not represent a deposit with or a liability of National Australia Bank Limited (ABN 12 004 044 937) (AFSL 230686) or any other member of the National Australia Bank Group of companies (other than a liability of MLC Limited as insurer). Neither National Australia Bank Limited, nor any other member company in the National Australia Bank Group of companies (other than MLC Limited as insurer) guarantees or accepts liability in respect of MLC Personal Protection Portfolio.

#### Signature of Life to be Insured

,		

Date

1

1

#### THE LIFE TO BE INSURED MUST COMPLETE THE MEDICAL AUTHORITIES ON PAGE 15 OF THIS APPLICATION FORM.

#### Signature(s) of Policy Owner(s) (if different from the Life to be Insured)

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

Where no seal is applied then either;

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

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

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

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

X		Date	/	1
X		Date	/	1
Sole director and sole sec (indicate by ticking box)	retary		Sta	npany amp Seal
	MLC Personal Protect	tion Port	folio (	13 of 24

This page left blank intentionally.



### Pathology Request for Insurance

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

MLC Limited ABN 90 000 000 402 AFSL 230694

Life to be Insured's details	Please send the report and account to:
Surname	Chief Medical Officer,
	MLC Limited PO Box 200, North Sydney NSW 2059
Given name(s)	Collection date and time:
	Date of appointment / /
Sex Date of birth / /	
Life to be Insured's consent (not to be signed prior to attendance)	Time of appointment am/pm
I give my consent to the tests nominated. Where one is for the presence of antibodies to the AIDS virus (HIV), I acknowledge that I have read the	Tests required:
material provided by MLC (see over) on the implication of the test and	Multiple Biochemical Analysis (Chol. (HDL & LDL), Trigs., Glucose,
understand its significance. I authorise the sending of a copy of the test results (other than the HIV Antibodies test results) to my usual doctor or	Creat., Uric acid, LFTs, Electrolytes), and Hepatitis B & C serology
medical centre as shown in Question 33.	HIV Antibodies
Yes No	Other (specify)
I authorise the sending of a copy of any HIV Antibodies test results to: my usual doctor or medical centre as shown at Question 33; or	Financial Adviser's details
an alternative doctor <i>(please specify below)</i>	Financial Adviser's name
Alternative doctor – name and address	
	Financial Adviser's number Application number
Postcode	Telephone number
	( )
Life to be Insured's Signature	
V	
Date / /	
Medical Authority	Medical Authority MLC Limited ABN 90 000 000 402 AFSL 230694
MLC Limited ABN 90 000 000 402 AFSL 230694 Please sign both Medical Authorities	MLC Limited ABN 90 000 000 402 AFSL 230694 Please sign both Medical Authorities
Authority to obtain a report from a medical practitioner or hospital – An MLC representative will complete the appropriate doctor's details	Authority to obtain a report from a medical practitioner or hospital – An MLC representative will complete the appropriate doctor's details
in the space below	in the space below
	· · · · · · · · · · · · · · · · · · ·
I request and authorise you to supply MLC, or one of its appointed medical	I request and authorise you to supply MLC, or one of its appointed medical
service providers, with full particulars of my medical history including details	service providers, with full particulars of my medical history including details
of any clinical notes that have been made. I acknowledge that this may require you to transfer such information to another State, Territory or jurisdiction.	of any clinical notes that have been made. I acknowledge that this may require you to transfer such information to another State, Territory or jurisdiction.
A photocopy of this authorisation shall be as valid as the original.	A photocopy of this authorisation shall be as valid as the original.
If married, what is your maiden name?	If married, what is your maiden name?
Signature of Life to be Insured	Signature of Life to be Insured
V	V
Date / /	Date / /

### Information about the HIV Antibody Blood Test

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

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

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

#### **A Positive Result**

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

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

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

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

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

#### **A Negative Result**

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

#### **The Choice is Yours**

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

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

# **Pastimes Questionnaire**

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

To be completed by the Life to be Insured.

	UNDERWATER DIVING	Мо	tor car, cycle or be	oat raci	ng (continue	d)	
1	Do you hold a diving qualification?	3	Engine size	]			
	No						
	Yes Type of qualification and time held	4	What maximum speed i	s reached	?		
		5	How many times do you	ı race per	year?		
2	How many dives do you make per year?	/	VIATION				
		1	Do you hold an aviation	licence?			
3	What is the average depth of dives?		No Go to Que	stion 3			
J	metres		Yes Type of licen	ce and pe	riod of time he	eld	
	incucs						
4	What is the maximum depth of dives?	2	Do you intend to obena	a tha again			
	metres	2	Do you intend to change other form of aviation o				Jaye III aliy
5	Do you ever dive alone?		No				
	No		Yes Give details				
	Yes						
6	Do you dive in caves or potholes?						
U	No						
	Yes Please provide details						
		3	Please complete numbe	er of flying	hours in the f	ollowing t	able.
				Las	t year	Futur	e average
			-	Crew	Passenger	Crew	Passenger
			Commercial Airline				
	MOTOR CAR, CYCLE OR BOAT RACING		Charter				
			Private				
1	What vehicle type do you race?	A	ero Club/Flying School				
			Agriculture				
2	In what events and categories do you race? (please use CAMS		Ultralight				
	category descriptions where applicable)		Helicopter				
			Return to Question 32	on page	9.		

# **Asthma Questionnaire**

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

### Cyst/Mole/Skin Lesion Questionnaire

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

1	When did you have your first episode?	1	Site
2	How frequently do you need to use medication (inhalers, tablets, etc.)?	2	Date diagnosed
3	Approximately how many episodes occur per year?	3	Type
4	When was your most recent episode?	4	Was the cyst/mole/skin lesion removed? No
5	How much time have you lost from work due to asthma in the past 12 months?		Yes When? By what method? <i>(eg surgically, freezing or otherwise)</i>
6	Have you ever been hospitalised for this condition or needed to attend a hospital, casualty or doctor's surgery for urgent treatment? No	5	Were any special tests, investigations or treatments required?
			Yes Please provide details
7	Have you consulted any other doctor for this condition?	6	Was the growth reported to be malignant or benign?
	Yes Please provide names and addresses of doctors and dates	7	Malignant Benign Please forward copies of any histopathology reports you have. Have you been or are you required to attend for any further treatment or follow-up since the original removal? No
8	Are you now taking medication or have you used any medication (including steroids) within the last 12 months?		Yes Please provide details of date(s) and what was advised
	Yes Please provide name of drug, daily dosage & date ceased ( <i>if applicable</i> )		
		8	Name and address of doctor consulted
	Return to Question 38 on page 10.		Postcode
			Return to Question 39 on page 10.

### **Back/Neck Disorder Questionnaire**

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

When did you first suffer from a back/neck disorder?	9		tion getting	g worse?				
What is the cause of your back/neck disorder?			Please prov	vide details				
What is the exact nature of the back/neck disorder including								
symptoms?	10	Have you ha	id any rec	urrence of th	ne back/r	neck d	lisorder?	
		No Yes F	Please prov	vide details				
What area of your back/neck is affected?								
Please provide names and addresses of any doctor, physiotherapist	11	Have you los	st time from	n work due	to your b	ack/ne	eck disorde	
or chiropractor consulted and approximate dates.			ast 12 moi	nths?		uorvine		
		Yes	From	/	/	] To [	/	/
Have you undergone any x-ray, scan or other test?			From	/	/	To To	/	/
Yes Please provide details and results			the last 1	2 months?				
		Yes				of all p	eriods of ti	me off
What was the nature of the treatment?								
(e.g. physiotherapy, medication, brace, surgery)	10	Dourse			materia			
Are you still undergoing treatment?	12	(eg pain, sti	ffness, res	tricted move	ement or	activi		
No Yes								
Date ceased / /								
	What is the cause of your back/neck disorder?   What is the exact nature of the back/neck disorder including symptoms?   What is the exact nature of the back/neck disorder including symptoms?   What area of your back/neck is affected?   What area of your back/neck is affected?   Please provide names and addresses of any doctor, physiotherapist or chiropractor consulted and approximate dates.   Have you undergone any x-ray, scan or other test?   No   Yes   Please provide details and results   (e.g. physiotherapy, medication, brace, surgery)   (e.g. physiotherapy, medication, brace, surgery)   Yes	What is the cause of your back/neck disorder?   What is the exact nature of the back/neck disorder including symptoms?   What is the exact nature of the back/neck disorder including symptoms?   What area of your back/neck is affected?   Please provide names and addresses of any doctor, physiotherapist or chiropractor consulted and approximate dates.   Have you undergone any x-ray, scan or other test?   No   Yes   Please provide details and results   (e.g. physiotherapy, medication, brace, surgery)   Mat was the nature of the treatment?   (e.g. physiotherapy medication, brace, surgery)   Yes   Yes	What is the cause of your back/neck disorder?       No         What is the exact nature of the back/neck disorder including symptoms?       10 Have you have you have you have you have you have you back/neck is affected?         What area of your back/neck is affected?       11 Have you back/neck is affected?         Please provide names and addresses of any doctor, physiotherapist or chiropractor consulted and approximate dates.       11 Have you back/neck is affected?         Have you undergone any x-ray, scan or other test?       No         Yes       Please provide details and results         What was the nature of the treatment?       (b) Prior to No         Yes       Date ceased / /	What is the cause of your back/neck disorder?       No         What is the exact nature of the back/neck disorder including symptoms?       10 Have you had any rec         What area of your back/neck is affected?       10 Have you had any rec         What area of your back/neck is affected?       11 Have you lost time from         Please provide names and addresses of any doctor, physiotherapist or chiropractor consulted and approximate dates.       11 Have you lost time from         No       Yes       Please provide details and results       10 Have you undergone any x-ray, scan or other test?         No       Yes       Please provide details and results       (b) Prior to the last 12 mor         What was the nature of the treatment?       (c) Prior to the last 12 mor       From         No       Yes       Please provide details and results       No         What was the nature of the treatment?       No       Yes       Please you continue to ex (eg pain, stiffness, res         No       What was the nature of the treatment?       No       When did you you you continue to ex (eg pain, stiffness, res         No       Yes       Describe you	What is the cause of your back/neck disorder?   What is the exact nature of the back/neck disorder including symptoms?   What is the exact nature of the back/neck disorder including symptoms?   What area of your back/neck is affected?   Please provide names and addresses of any doctor, physiotherapist or chiropractor consulted and approximate dates.   Please provide names and addresses of any doctor, physiotherapist or chiropractor consulted and approximate dates.   Please provide details and results   Vis   Please provide details and results   (b) Prior to the last 12 months?   No   Yes   Please provide details and results   (c) Prior to the last 12 months?   No   Yes   Please provide details and results   (c) Prior to the last 12 months?   No   Yes   Please provide details and results   (b) Prior to the last 12 months?   No   Yes   Please provide full   wrki including data   wrki including data   (b) Prior to the last 12 months?   No   Yes   Please provide full   wrki including data   wrki neature of the treatment?   (b) Qui satteres   (c) When did you last experiments   No   Yes   Date ceased   (c)	What is the cause of your back/neck disorder?   What is the exact nature of the back/neck disorder including symptoms?   What is the exact nature of the back/neck disorder including symptoms?   What area of your back/neck is affected?   What area of your back/neck is affected?   Please provide names and addresses of any doctor, physiotherapist or chiropractor consulted and approximate dates.   Please provide names and addresses of any doctor, physiotherapist or chiropractor consulted and approximate dates.   Please provide details and results   What was the nature of the treatment?   (b) Prior to the last 12 months?   No   Yes   Please provide details and results   (c) Prior to the last 12 months?   No   Yes   Please provide details and results   (c) Prior to the last 12 months?   No   Yes   Please provide details and results   (b) Prior to the last 12 months?   No   Yes   Please provide details and results   (c) Prior to the last 12 months?   No   Yes   Please provide full details of work including dates:   No   Yes   Please provide full details of work including dates:   No   Yes   Please provide full details of work including dates:   No   Yes   Please provide full details of work including dates:   Yes   Please provide full details of work including dates:   Yes   Please p	Image:	Image: Section of the testment?       No         What was the nature of the testment?       No         Image: Section of the testment?       Image: Section of the test expretence symptoms?         No       Image: Section of the test expretence symptoms?         No       Image: Section of the testment?         No <td< th=""></td<>

## **Joint/Musculoskeletal Questionnaire**

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

1	Which joint/s or area/s of the body are affected? (Advise if left or right joint, where applicable).	8	Hav No	e you hac	d an x-ray	ı or other t	est?				
2	What is/use the nature of the joint disorder including symptoms?		Yes		ease prov	vide details	, including	g date:	s and resul	ts	
2	What is/was the nature of the joint disorder, including symptoms?										-
3	What is the cause of the disorder?										
4	When did the symptoms first occur?	9				of treatmer edication, s					7
5	Do you continue to experience symptoms?	1	D Are	you still ı	undergoin	ıg treatmei	nt?				
	(eg pain, stiffness, restricted movement or activities)         No       When did you last experience symptoms?	]	No	W	'hen did ti	reatment c	ease?				
	Yes Describe your current symptoms?	]   1'			t time fro	m work du	e to this c	lisorde	er?		
6	Are symptoms continuous?		(a)	No	<b>Go t</b>						
	Yes How often do you experience symptoms?			Yes	From	/	/	] To	/	/	]
	Date of last symptoms?				From From	/	/	To To	/	/	
7	Please advise the names and addresses of doctors consulted.		(b)	Prior to t	the last 12	2 months?					
	Name			Yes		provide fu ncluding da		of all p	periods of t	me off	
	Address										-
	Postcode						40				-
	Name		Keti	urn to Qu	lestion 4	1 on page	10.				
	Address										
	Postcode										

## **Mental Health Questionnaire**

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

If there is not enough space please complete additional details on page 12 and sign and date it.

1	Please indicate the conditions you h	nave had or received treatment fo	?	7 Are you c	urrently receiving	treatment?		
		l anxiety, panic or phobia disord	r	No	When did you ce	ase treatment?	/	/
	Eating disorder including And			Vee				
	Depression including major c Manic depressive illness, bi-			Yes	Please advise de	tails:		
	Alcohol or other substance al							
	Post traumatic stress							
	Schizophrenia or any other p	sychotic disorder		8 Please pro	ovide the names a	nd addresses of	doctors you h	ave
	Stress, sleeplessness, chroni	c tiredness			including the date details on page 1			e complete
	Other Please describe						iigii it.	
2	Please describe your symptoms in	cluding the date they started ar	1	Doctor's	name			
	how long they lasted		_					
			_	Doctor's	address			
			_					
3	Has any reason for your condition	been identified?				Postcod	е	
	No		_	Date firs	st consulted	Date la	ast consulted	
	Yes Please provide details:		- 1		/ /		/ /	
					condition ever cau	sed you to lose t	ime from wor	k?
				No				
Л	When was your condition first diag	2posod2	- L	Yes	Please provide d	etails, including (	late	
		-						
5	Have you had any recurrences of t							
	Yes How many times?	When?		10 Are you li	mitod in your obilit	n to work or to r	orform your o	ativitian of
				-	mited in your abilit g as a result of thi		enonn your a	cuvilies of
				No				
6	Have you ever received any couns condition? (eg medication, CBT, ho			Yes	Please provide d	etail		
	No							
	Yes Please provide deta	ils below						
			_	l				]
_	Type of Treatment	Date Commenced Date Cease		11 Do you co	ntinue to experien	ce symptoms?		
_			_	No	When did you las	st experience syn	nptoms?	
_			_					
-			_	Yes	Describe your cu	rrent symptoms	)	
					L			

Return to Question 42 on page 10.

# High Blood Pressure/High Cholesterol Questionnaire

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

1		hat was your last as this taken?	t blood press	ure/cholester	ol reading, and wh	en <b>7</b>		ever been prescribed medication for blood /cholesterol?				
	Ble	ood pressure					No	How has the condition been managed?				
	200		Systolic	Diastolic	Date							
	Ch	Cholesterol					Yes	When and why did you access taking this?				
	UII.		Reading	Date	,		163	When and why did you cease taking this?				
	(b) Is t	this reading con	sistent with (	others when (	checked?							
	No	)	Vhat is your typical reading?			8	8 What was your last blood pressure/cholesterol reading at the time of diagnosis?					
	Ye	s					Blood pr	essure (eg 120/80)				
2	When a	are you due for y	our next che	ckup?				Systolic Diastolic				
							Choleste	rol				
3	How often are you required to attend your doctor for review/checkups? Monthly Twice yearly						Have you undergone or been referred for any other investigations: eg ECG (resting or exercise stress), Echocardiogram, 24hr Holter monitoring, urinaysis?					
	Quarterly Annually						Yes	What were the results?				
4		were you first tol	d you had ra	ised blood pr	essure/raised							
	cholesterol?					- I		Who holds the results of any investigations (eg GP)?				
5		u currently taking	g medication	for your bloo	d pressure/							
	No	erol levels?	estion 7			10	-	underlying cause been found for your raised blood /cholesterol?				
	Yes			medication a	nd daily dosage		No					
				Inculcation a		1	Yes	Please provide full details				
						-						
						-						
6	Has you 12 mor	ur treatment (typ oths?	e or dosage	been change	d within the last							
	No	Go to Que	estion 8				Return to	o Question 43 on page 10.				
	Yes	When was it	changed?									
		What was ch	hanged?									
		Why was it o	changed?									
		Go to Quest	tion 8									

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

Third Party interest Does a third party (e.g. bank or financial institution) require the policy as security? Contact Name	Yes Prov	ide details below No
	Telephone N	0.
Number and Street		
Suburb/Town		
	tate	Postcode
BSB Financial adviser Note: Please attach completed N	norandum of Transfer.	

This page left blank intentionally.

#### How to Contact Us

#### **MLC Service Centre**

For more information call the MLC Service Centre from anywhere in Australia on **132 652** or contact your financial adviser

#### Website

For details on MLC's range of products and services visit: mlc.com.au

#### **Postal Address**

MLC Limited PO Box 200 North Sydney NSW 2059

