

# **Zurich Wealth Protection**

Product Disclosure Statement Part 2 – Policy Conditions



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# About this PDS

# This Product Disclosure Statement (PDS) is provided in two parts:

Part 1 - Benefit Information

Part 2 – Policy Conditions (this document)

# Application forms

If you have not received both parts (Parts 1 and 2), please contact your adviser or the Zurich Client Service Centre on 131 551.

This PDS is an important document. You should read both parts (Parts 1 and 2) in full before making a decision to purchase these products.

#### **Defined terms**

In this PDS, all terms appearing in *italics* (other than in headings) are defined terms with special meanings. Detailed definitions begin on page 34. Product features are capitalised for ease of identification.

# **Important notes**

This section of the PDS (Part 2) contains the Policy Conditions which will apply to your cover.

These Policy Conditions form a legal document. It is important that you read them carefully and keep them in a safe place. This document is your record of the terms and conditions of your policy.

# **Issuer information**

# Issued by Zurich Australia Limited:

- Zurich Protection Plus
- Zurich Income Replacement Insurance Plus
- Zurich Special Risk Income Replacement Insurance Plus
- Zurich Business Expenses Insurance Plus

# Issued by Zurich Australian Superannuation Pty Limited:

• Zurich Superannuation Term Life Insurance Plus

The issuer of the products offered in this Product Disclosure Statement (PDS), other than Zurich Superannuation Term Life Insurance Plus, is Zurich Australia Limited ABN 92 000 010 195, Australian Financial Services Licence Number (AFSLN) 232510. The issuer of Zurich Superannuation Term Life Insurance Plus is Zurich Australian Superannuation Pty Limited ABN 78 000 880 553, AFSLN 232500, RSE Licence number L0003216, who is the Trustee of the Zurich Master Superannuation Fund (SFN 2540/969/42), RSE Registration number R1067651. Contact details for both issuers appear on the front cover of this PDS. The issuer of life insurance under this product is Zurich Australia Limited. Zurich Australia Limited is also the administrator for all the products described in this PDS.

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# **General Policy Conditions**

This document sets out the benefits applicable to the following Zurich Wealth Protection policies:

#### Life Insurance

- Protection Plus
- Income Replacement Insurance Plus
- Special Risk Income Replacement Insurance Plus
- Business Expenses Insurance Plus

# Superannuation (risk only)

• Superannuation Term Life Insurance Plus

and explains how the policies operate. Your policy includes these Policy Conditions (Part 2 of the PDS) and your Policy Schedule, which we will send to you when your policy is issued. Your Policy Schedule shows ownership details, the lives insured, the levels of cover, any optional benefits you have chosen and any terms and conditions particular to your policy. Please check both this document and your Policy Schedule carefully to ensure that your policy provides you with the cover you want and has been established in accordance with your wishes.

In this document, a reference to 'you' or 'your' is a reference to the owner of the policy. Any reference to 'we', 'our' or 'us' is a reference to Zurich Australia Limited except in reference to Zurich Superannuation Term Life Insurance Plus, where these terms mean Zurich Australian Superannuation Pty Limited, as Trustee of the Fund.

If you have any questions about your policy now or at any time, contact your adviser or our Client Service Centre on 131 551. We will be happy to explain any matter to you.

#### **Guarantee of satisfaction**

Your policy provides valuable insurance protection. However, if you make a new application and you are not completely satisfied with your cover you can, within 21 days, return these Policy Conditions and your Policy Schedule to us with a letter asking us to cancel your policy.

We will cancel your policy and promptly send you a full refund of *Premiums* paid provided you have not made a claim or exercised any rights under your policy. However, please note in relation to Zurich Superannuation Term Life Insurance Plus that, if, upon cancellation of the policy, your *Premiums* are required to be preserved under superannuation law, any repayments made under this guarantee of satisfaction will be subject

to these rules. In other words, you may be required to nominate another complying superannuation fund to which your *Premiums* will be repaid.

The '21 day' period commences from the date you receive your Policy Schedule. Unless you can prove otherwise, it will be assumed it was received by you at the time it would have been delivered in the ordinary course of post.

#### **Contract**

This policy only provides the insurance benefits outlined and does not have a cash value. The contract is between Zurich Australia Limited and the owner of the policy and is referable to our No. 2 Statutory Fund. There is no contract between a member of the Fund and Zurich Australia Limited in relation to Zurich Superannuation Term Life Insurance Plus.

#### **Guarantee to renew**

As long as each *Premium* due is paid within the grace period allowed (see the Period of Grace clause on page 3), your policy can be continued up to the latest benefit expiry date on your Policy Schedule regardless of changes in a Life Insured's personal circumstances.

#### **Guaranteed upgrade of benefits**

We may improve the terms of the benefits. If we do so without any change in the standard premium rates applying to that benefit under this class of policy, we will incorporate the improvement in your policy. Any condition existing at the time the improvement is offered will be excluded from being eligible for payment under the improved terms. You have the option of rejecting our offer to improve your benefits.

# Changes to your policy

You must submit a written request if you want to make a change to your policy. In order to consider your request, we may ask for further information. If we agree, we will confirm any changes in writing. Only an authorised member of our staff can agree to change or waive any condition of your policy. Your adviser does not have authority to change or waive any policy conditions.

If there are any material changes to the circumstances described in your policy we will advise you of that change. Changes to the fees and charges you pay for your policy will be notified to you at least three months prior to the change taking effect. All other changes will be notified in the annual statement sent to you.

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#### World-wide cover

This policy covers you 24 hours a day world-wide.

# **Termination of your policy**

Your policy terminates on the first to occur of:

- the death of the last Life Insured covered under your policy
- the latest benefit expiry date on your Policy Schedule
- the non-payment of any Premium within 30 days of its due date
- our receipt of your written notification to terminate this policy.

Some additional terminations apply depending on the cover you select:

#### **Protection Plus:**

- the *Policy Anniversary* after the last Life Insured's 99th birthday
- the payment of 100% of the Death benefit in relation to the last Life Insured under your policy.

#### Income Replacement Insurance Plus:

 the death of the Life Insured covered under your policy, unless a benefit continues to be payable under the Family Care option or Spouse Cover option.

#### Special Risk Income Replacement Insurance Plus

- the end of any 12 month period during which the
  Life Insured has not been engaged in Full-time Paid
  Employment other than where this is a direct result of
  a claimable event under your policy or where we have
  given written permission for cover to continue
- the death of the Life Insured covered under your policy, unless a benefit continues to be payable under the Family Care option or Spouse Cover option.

#### **Business Expenses Insurance Plus:**

the end of any six month period during which the
Life Insured has not been engaged in Full-time Paid
Employment other than where this is a direct result of
a claimable event under your policy or where we have
given written permission for cover to continue.

# Superannuation Term Life Insurance Plus:

- the Policy Anniversary after the last Life Insured's 75th birthday
- the payment of 100% of the Death benefit in relation to the last Life Insured under your policy
- you cease to be eligible to contribute to the Fund.

#### **Premium and reinstatements**

# Payment of premium

The *Premium* is payable on the due dates shown on your Policy Schedule. *Premiums* must be paid to keep your policy in force. All *Premiums* must be paid in Australian dollars.

#### Period of grace

It is your responsibility to pay *Premiums* to keep this policy in force. If any *Premium* is not paid within 30 days of its due date, regardless of the method of payment chosen, your policy will lapse and no benefits are payable.

#### Reinstatement

Your policy can be considered for reinstatement if we receive all outstanding *Premiums* together with a signed reinstatement application. We will consider an application for reinstatement within 12 months of the due date of the first unpaid *Premium* but we may decline to reinstate or impose conditions.

If your policy is reinstated, no payments will be made for an insured event, which occurred or became apparent while your policy was lapsed.

#### Waiver of premiums

# Income Replacement Insurance Plus and Special Risk Income Replacement Insurance Plus

You do not have to pay the portion of the *Premium* (other than for Spouse Cover), for any period during which the *Income Benefit* or Specified Injury benefit is payable. If we receive your completed claim form within 30 days from the start of the Life Insured's *Sickness* or *Injury* and the *Income Benefit* is payable, we will also refund the portion of the *Premium* you have paid for the *Waiting Period*.

If you have the Spouse Cover option, you do not have to pay the portion of the *Premium* for the Spouse Cover option for the period while you are receiving a Spouse Cover benefit.

#### **Business Expenses Insurance Plus**

You do not have to pay the portion of the *Premium*, for any period during which the Business Expenses benefit is payable. If we receive your completed claim form within 30 days from the start of the Life Insured's *Sickness* or *Injury* and the Business Expenses benefit is payable, we will also refund the portion of the *Premium* you have paid for the *Waiting Period*.

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#### Amount of premium

The *Premium* payable from the start of your policy to the first *Policy Anniversary* is shown on your Policy Schedule.

# Stepped premium

Where you have the Stepped Premium structure (shown on your Policy Schedule) the *Premium* payable then changes on each *Policy Anniversary*. At that time, the *Premium* is calculated for the Life Insured from our current standard premium rates on the basis of:

- the sex, age next birthday and smoking status of the Life Insured
- the Waiting Period and Benefit Period (for Income Replacement Insurance Plus, Special Risk Income Replacement Insurance Plus and Business Expenses Insurance Plus)
- if applicable, any optional benefits applying
- the amount of cover for each benefit provided
- the frequency of payment
- any extra Premium or loading applying.

#### Level premium

Where you have the Level Premium structure (shown on your Policy Schedule) the *Premium* payable (except for the Management Fee) does not change on each *Policy Anniversary* until the *Policy Anniversary* following your 64th birthday from which your *Premiums* will be calculated each year as per the Stepped Premium structure. However, if the amount of cover increases at the *Policy Anniversary* under the Inflation Indexation benefit, the *Premium* for the increase in cover is calculated at that time from our current standard premium rates on the basis of:

- the sex, age next birthday and smoking status of the Life Insured
- the Waiting Period and Benefit Period (for Income Replacement Insurance Plus, Special Risk Income Replacement Insurance Plus and Business Expenses Insurance Plus)
- if applicable, any optional benefits applying
- the amount of the increase in cover for each benefit provided
- · the frequency of payment
- any extra Premium or loading applying.

Even when you have the Level Premium structure, the *Premium* will change if we change the standard premium rates applying to a benefit provided by your policy. When the standard premium rates can be changed is explained in the clause below.

#### **Premium review**

We cannot change the premium rates applying to a benefit provided by this policy unless we change the premium rates applicable to that benefit under this class of policy generally. We will notify you of any changes in premium rates applying to this policy at least 30 days prior to the change taking effect.

#### **Management Fee**

The Management Fee at the start of your policy is shown on your Policy Schedule.

On 1 April each year, the Management Fee will be increased by the proportion which the *Consumer Price Index* published for the December quarter falling immediately prior to the adjustment date bears to the *Consumer Price Index* published for the December quarter falling 15 months prior to the adjustment date. The increased Management Fee applies from the *Policy Anniversary* after 31 March each year.

We retain the right to change the Management Fee. Where changes, other than the annual adjustment described above take place, you will be given a minimum of three months written notice.

#### **Taxes**

Your *Premium* will include any taxes imposed by State or Federal Governments. Should any changes in the law result in additional taxes or impost in relation to your policy, these amounts may be added to your *Premium*.

## Making a claim

You are responsible for providing all evidence to support your claim to us at your expense.

All claims are paid in Australian dollars.

## How to claim

If you need to make a claim you should notify us as soon as is reasonably possible after the occurrence of the event giving rise to the claim. You can do this by contacting our Client Service Centre and a claim form will be forwarded to you to complete, sign and return to us.

#### Claim requirements

We need the following items in a form satisfactory to us before we can assess any claim:

- Policy Conditions, including your Policy Schedule
- proof of claimable event or condition and when it occurred
- supporting evidence from appropriate specialist
   Medical Practitioners registered in Australia or
   New Zealand (or other country approved by us)
   (Income Replacement Insurance Plus & Special Risk
   Income Replacement Insurance Plus)

- proof of the Life Insured's age
- in the case of a claim under the Spouse Cover option, proof of the covered Spouse's age
- proof of incurred costs where the benefit payment is based on reimbursement
- if requested, a signed discharge from the person entitled to receive payment.

# Additional claim requirements for Business Expenses Insurance Plus

- proof of pre-disability earnings
- proof of Business Earnings received during the period of the claim, and Eligible Business Expenses incurred during the period of the claim
- proof of the basis normally applying in your business or professional practice for apportioning the expenses and outgoings to the Life Insured
- proof of any other income, and expenses, taken into account in the calculation of the Business Expenses benefit.

# Assessing your claim

In assessing your claim we will also rely on any information you or the Life Insured disclosed to us as part of your application. Where information was not verified at the time of application we reserve the right to verify it at the time of claim.

- (a) For Protection Plus and Superannuation Term Life Insurance Plus, proof of the occurrence of any insured event must be supported by:
  - one or more appropriate specialist Medical Practitioners registered in Australia or New Zealand (or in another country approved by us)
  - confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence
  - if a Trauma claim is a result of a surgical procedure, we will require evidence that the procedure was medically necessary.

Our medical advisers must support the occurrence of the insured events. We reserve the right to require the Life Insured to undergo an examination or other reasonable tests to confirm the occurrence of the insured event.

- (b) For Income Replacement Insurance Plus, Special Risk Income Replacement Insurance Plus and Business Expenses Insurance Plus:
  - a claimable condition must also be supported by confirmatory investigations including, as appropriate (but not limited to) any clinical, radiological, histological and laboratory evidence that we reasonably require to substantiate the claim
  - you may be asked to provide copies of personal and business tax returns, assessment notices and/or other financial evidence to substantiate the Life Insured's income
  - when it is necessary to enable us to calculate the amount of the benefit payable, you must allow us to examine the Life Insured's business and personal financial circumstances.

#### Medical examination

We may require the Life Insured to undergo an examination and reasonable tests, necessary to enable the diagnosis to be confirmed by a specialist *Medical Practitioner* appointed by us. If we request a medical examination by a *Medical Practitioner* we select, we will pay for it.

#### Payment of benefits

(a) Death benefit and Accidental Death benefit:

If you had made a nomination of beneficiary or
beneficiaries that was valid at the time of the Life
Insured's death, we will pay the Death benefit (and
Accidental Death benefit where applicable) under this
policy in accordance with your directions and in the
proportions specified by you if it is lawful for us to
do so. If your nomination or nominations are subject
to external dispute resolution processes, we will pay
these benefits as directed by a court or by the relevant
dispute resolution authority.

If you had not made a nomination of beneficiary or beneficiaries that was valid at the time of the Life Insured's death, we will pay any Death benefit (and Accidental Death benefit where applicable) to:

- you if you were not also the Life Insured
- your estate if you were also the Life Insured.
- (b) Superannuation Term Life Insurance Plus: All benefits under this policy are payable to the Trustee of the Fund who will pay you in accordance with superannuation legislation and the governing rules of the Fund.

All other benefits under this policy will be paid to you.

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# Zurich Protection Plus Policy Conditions

These Policy Conditions apply to Zurich Protection Plus.

Your Policy Schedule shows each Life Insured covered under this policy, lists the Death benefit amount (if applicable), the TPD benefit amount (if applicable) and the Trauma benefit amount (if applicable). It also shows any optional benefits provided.

You can apply to add optional benefits or to increase levels of cover, but only if we accept your application after considering the Life Insured's personal circumstances including health, occupation and pastimes.

Levels of cover are automatically increased in line with inflation each year under the Inflation Indexation benefit unless you request us not to make these increases.

These Policy Conditions for Zurich Protection Plus are set out in the following order:

- Death benefits
- Total and Permanent Disablement (TPD) benefits
- Trauma benefits
- Additional benefits (which apply to Death benefits, TPD benefits and Trauma benefits)
- Optional benefits

# Death benefits

# **Death benefit**

The Death benefit amount is payable upon the death of a Life Insured while this policy is in force and prior to the applicable Death benefit expiry date. Your Policy Schedule shows the benefit expiry date applying to the Death benefit for each Life Insured.

# Terminal Illness benefit

An advance payment of the Death benefit is payable if a Life Insured is diagnosed as terminally ill while this policy is in force and prior to the applicable Death benefit expiry date. 'Terminally ill' means death is likely to occur within 12 months. The amount payable is limited so that the total payable on the terminal illness of that Life Insured under this, and any other insurance policies which we have issued, is \$2,000,000.

# **Accidental Injury benefit**

The benefit amount specified below in either paragraph (a) or paragraph (b) (but not both) is payable if a Life Insured suffers an *Accidental Injury* while this policy is in force and prior to the applicable Death benefit expiry date.

- (a) In the case of an *Accidental Injury* which causes the entire and irrevocable loss of: the use of one hand or the use of one foot or the sight of one eye a benefit amount of the lesser of 25% of the Death benefit and \$500,000 is payable.
- (b) In the case of an Accidental Injury which causes the entire and irrevocable loss of the use of both hands or the use of both feet or the sight of both eyes or any combination of two of the following:
  - the use of one hand
  - the use of one foot
  - the sight of one eye

a benefit amount of the lesser of 100% of the Death benefit and \$2,000,000 is payable.

The Accidental Injury benefit will not be payable if:

- a benefit is payable for the same *Injury* under TPD benefit or Extended Trauma benefit or
- the Injury is the result of war (whether declared or not) or
- the *Injury* is a result of intentional self-inflicted injuries or attempted suicide.

# Future Insurability benefit – Business Events

This benefit does not apply if the Business Future Cover option is selected.

(a) If, when your policy started, we accepted that the Life Insured was a key person in your *Business* then, within three months of the end of each financial year of the *Business*, the Death cover amount can be increased in proportion to the Life Insured's increase in his/her value to the *Business* over that financial year.

The value of a key person in any year will be equal to his/her total remuneration package excluding discretionary benefits, plus his/her share of the net profits distributed by the *Business* in that year.

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(b) If the policy owner is a corporation and, when your policy started, we accepted that the Life Insured is a shareholder and the person primarily responsible for generating income for the corporation then, within three months of the end of each financial year of the corporation, the Death cover amount can be increased in proportion to the increase in the value of the Life Insured's financial interest in the corporation over that financial year.

The value of the financial interest of the Life Insured over the financial year will be based on his/her share of the net assets of the corporation at the end of that year, compared to that applying at the start of the year.

#### Restrictions

The accumulative sum of all increases under this benefit cannot exceed the lower of the cover amount applying to that Life Insured when this policy started and \$1,000,000. In any 12 month period increases are limited to 50% of the cover amount applying to that Life Insured when this policy started.

For a period of six months after an option is exercised, the increase in the benefit amount is only payable on *Accidental Death*.

# **Advancement of Funeral Expenses**

While a claim for the Death benefit is being settled, we may advance up to \$15,000 of the benefit towards payment of funeral expenses. An application for payment of funeral expenses must be made by the person to whom the Death benefit is payable or by another person acceptable to us and must include a copy of the death certificate and the funeral invoice.

# **Exclusions**

No claim is paid if the Life Insured's death is caused directly or indirectly by an event or condition specified on your Policy Schedule in relation to that Life Insured or by suicide within 13 months of:

- the commencement date of your policy
- the commencement date of any increase in the Death benefit applied for (but only in respect of the increase) or
- the latest reinstatement of your policy.

We will waive this exclusion if, immediately prior to the commencement of this policy, you had death cover in relation to the Life Insured which was in force for at least 13 consecutive months (without lapsing and/or reinstatement) with another insurer, and we agreed to replace this cover. The waiver will only apply up to the amount that you had with the other insurer.

#### **Benefit adjustments**

The Death benefit applying to a Life Insured is reduced by the amount paid or advanced, under any of the following

- · Terminal Illness benefit
- · Accidental Injury benefit
- TPD benefit
- · Trauma benefit

in relation to that Life Insured. Your *Premium* will be based on the reduced levels of cover from the next premium due date after payment of the relevant benefit.

#### **Termination of the Death benefits**

The benefits set out in this section of your policy terminate in relation to a Life Insured on the first to occur of:

- the death of the Life Insured
- our receipt of your written notification to terminate this benefit
- the Death benefit expiry date shown on your Policy Schedule and
- the termination of your policy (see the Termination of your policy clause on page 3).

# Total and Permanent Disablement (TPD) benefits

#### **TPD** benefit

The TPD benefit amount is payable upon the *Total and Permanent Disablement* of a Life Insured covered for this benefit. The Life Insured must suffer *Total and Permanent Disablement* when this policy is in force and before the applicable benefit expiry date. Your Policy Schedule also shows the benefit expiry date applying to the TPD benefit for each Life Insured.

However, from the *Policy Anniversary* following the Life Insured's 64th birthday:

- paragraphs (b) and (c) of the definition of *Total and Permanent Disablement* no longer apply and
- the benefit amount is limited to a maximum of \$1,000,000.

If the Life Insured has been engaged in full-time domestic duties in his/her own residence for more than six consecutive months prior to the onset of the *Sickness* or *Injury* leading to *Total and Permanent Disablement* then only paragraphs (a), (c) and (d) of the definition of *Total and Permanent Disablement* apply.

Your Policy Schedule details whether Standard 'Any' Occupation TPD, Standard 'Own' Occupation TPD, Double 'Any' Occupation TPD or Double 'Own' Occupation TPD are provided for a Life Insured and, if so, the benefit amount.

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#### **Exclusions**

No claim is paid if the Life Insured's *Total and Permanent Disablement* is caused directly or indirectly by:

- an intentional self-inflicted act or attempted suicide
- any event or medical condition specified on your Policy Schedule in relation to that Life Insured.

#### **Double TPD benefit**

If the Life Insured is covered for Double 'Any' Occupation TPD or Double 'Own' Occupation TPD (as shown on your Policy Schedule) the amount by which the Death benefit for that Life Insured is reduced as a result of the payment of the Double TPD benefit is reinstated if:

- the Life Insured survives for 12 months after the date the Double TPD benefit is paid
- this occurs before the Policy Anniversary following the Life Insured's 64th birthday.

The *Premium* in respect of the Death benefit amount resinstated is waived until and including the *Policy Anniversary* following the Life Insured's 64th birthday.

On the Policy Anniversary following the Life Insured's 64th birthday, the Double TPD cover will automatically convert to Standard TPD cover.

#### **Benefit adjustments**

The TPD benefits applying to a Life Insured are reduced by any amount paid under any of the following:

- Terminal Illness benefit
- · Accidental Injury benefit
- Trauma cover (unless TPD cover is stand-alone)

in relation to that Life Insured.

Your *Premium* will be based on the reduced levels of cover from the premium due date after payment of the relevant benefit. Where you have more than one TPD cover, where such a reduction applies, the reduction in cover will be proportional across all such TPD benefits.

If you have both Trauma cover and TPD cover and a claim for the same insured event can be made under both covers, we will only pay under the Trauma cover and will not pay under the TPD cover.

#### **Termination of the TPD benefits**

The TPD cover terminates in relation to a Life Insured on the first to occur of:

- the payment of the total TPD benefit amount
- the death of the Life Insured
- on receipt of your written notification to terminate this cover
- the TPD benefit expiry date shown on your Policy Schedule
- the termination of your policy (see the Termination of your policy clause on page 3).

# Trauma benefits

#### Trauma benefit

The Trauma benefit amount or applicable proportion in the case of the Partial Trauma benefit, Chronic Conditions Advancement on Diagnosis benefit or partial advancement under Major Organ Transplant, is payable if a Life Insured covered for this benefit is diagnosed with an insured event:

- while this policy is in force
- before the applicable benefit expiry date.

Your Policy Schedule also shows the benefit expiry date applying to the Trauma benefit for each Life Insured.

If Trauma cover is the only cover selected or if Trauma cover exceeds Death cover then in respect of the cover which exceeds Death cover, no payment will be made unless the Life Insured survives for at least 14 days after the date of occurrence of an insured event.

If the Life Insured is covered under both Trauma cover and TPD cover and a claim for the same insured event can be made under both covers, only the Trauma benefit is payable.

# Insured events for Basic Trauma benefit

- Benign Brain Tumour
- Chronic Kidney Failure
- Coronary Artery Bypass Surgery\*
- Diplegia
- Heart Attack\*
- Hemiplegia
- Loss of Speech
- Major Organ Transplant
- Malignant Cancer\*
- Paraplegia
- Quadriplegia
- Stroke\*

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#### Insured events for Extended Trauma benefit

- Aplastic Anaemia
- Aorta repair
- Benign Brain Tumour
- Blindness
- Cardiomyopathy
- Chronic Kidney Failure
- Chronic Liver Disease
- Chronic Lung Disease
- Coma
- Coronary Artery Bypass Surgery\*
- Deafness
- Dementia (Including Alzheimer's Disease)
- Diplegia
- Encephalitis
- Heart Attack\*
- Heart Valve Surgery\*
- Hemiplegia
- Loss of Independence
- Loss of Limbs or Sight
- Loss of Speech
- Malignant Cancer\*
- Major Head Trauma
- Major Organ Transplant
- Medically Acquired HIV
- Motor Neurone Disease
- Multiple Sclerosis
- Muscular Dystrophy
- Occupationally acquired HIV
- Out of Hospital Cardiac Arrest
- Paraplegia
- Parkinson's Disease
- Primary Pulmonary Hypertension
- Quadriplegia
- Severe Accident or Illness Requiring Intensive Care
- Severe Burns
- Stroke\*
- Triple Vessel Coronary Artery Angioplasty\*

From the *Policy Anniversary* after the Life Insured's 75th birthday the only insured events which apply are *Loss of Independence* and *Loss of Limbs or Sight*.

#### Partial Trauma benefit (Extended Trauma)

The Partial Trauma benefit only applies where the Trauma benefit equals or exceeds \$100,000.

We will pay a benefit equal to 10% of the Extended Trauma benefit, subject to a maximum of \$25,000 if a Life Insured covered for this benefit is diagnosed with one of the following insured events:

- Carcinoma In Situ\*
- Early Stage Chronic Lymphocytic Leukaemia\*
- Early Stage Melanoma\*
- Early Stage Prostate Cancer\*
- Minimally Invasive Cardiac Surgery Including Coronary Artery Angioplasty\*

A Partial Trauma benefit will only be paid once for each event, except for *Minimally Invasive Cardiac Surgery* – *Including Coronary Artery Angioplasty* which may be claimed on more than one occasion (subject to the exclusion below). The benefit payable on the first instance will be 10% of the Trauma benefit under this policy, subject to a maximum of \$25,000. The benefit payable for any subsequent *Minimally Invasive Cardiac Surgery* – *Including Coronary Artery Angioplasty* claim will be 10% of the Trauma benefit under this policy, subject to a maximum of \$25,000 and a minimum of the amount paid for the first claim.

Your sum insured will be reduced by each amount paid under this benefit and *Premiums* will be calculated on the reduced sums insured.

#### **Exclusions**

No claim is paid if the insured event is caused directly or indirectly by:

- an intentional self-inflicted act or attempted suicide or
- any event or medical condition specified on your Policy Schedule in relation to the Life Insured.

In the case of insured events marked with an asterisk (\*), no claim will ever be paid if the condition occurred, is first diagnosed or the circumstances leading to diagnosis became apparent or a recommendation of the need to have surgery occurs, within 90 days of:

- the commencement date of the Trauma benefit
- the commencement date of any increase in Trauma benefit applied for (but only in respect of the increase) or
- · the latest reinstatement of your policy.

We will waive this 90 day elimination period if the Trauma benefit under this policy replaces cover for the same insured event for the Life Insured with another insurer, but only to the extent of the benefit amount replaced, and only if the Life Insured is not within the other insurer's 90 day elimination period.

We will not pay a benefit for *Minimally Invasive Cardiac*Surgery – Including Coronary Artery Angioplasty where the procedure occurs within six months after a prior Minimally Invasive Cardiac Surgery – Including Coronary Artery Angioplasty procedure for which a benefit was paid.

# Chronic Conditions Advancement on Diagnosis benefit (Extended Trauma)

We will advance 25% of the Extended Trauma benefit once only upon unequivocal diagnosis of *Motor Neurone Disease* or *Multiple Sclerosis* or *Muscular Dystrophy* or *Parkinson's Disease* up to a maximum of \$50,000 without the Life Insured being required to suffer at least a 25% impairment of whole person function that is permanent.

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The Trauma benefit amount is then reduced for that Life Insured by the amount paid. Once a Life Insured qualifies for a Trauma benefit in accordance with the Policy Conditions the remainder of the benefit will be paid.

#### **Paralysis Booster benefit**

If we pay a Trauma benefit for paralysis (*Diplegia*, *Hemiplegia*, *Quadriplegia* or *Paraplegia*) then we will double the amount of benefit payable up to a maximum 'boosted' payment in respect of a Life Insured of \$2,000,000.

### **Benefit adjustments**

The Trauma benefits applying to a Life Insured are reduced by the amount paid under any of the following:

- Terminal Illness benefit
- Accidental Injury benefit
- TPD benefit (unless Trauma cover is stand-alone)

in relation to that Life Insured. Your *Premium* will be based on the reduced level of cover from the premium due date after payment of the relevant benefit.

#### **Death benefit**

This benefit only applies if Death cover is not selected. If Death cover is not selected then a benefit of \$5,000 is payable on the death of a Life Insured, while this policy is in force and prior to the applicable benefit expiry date, but only if the Life Insured is not entitled to be paid a Trauma benefit for one of the specified Traumas.

We will not pay this Death benefit if:

- the Life Insured's death was caused, directly or indirectly by suicide within 13 months of the commencement date of your policy or its latest reinstatement
- you have received a Trauma benefit other than a Partial Trauma benefit.

# **Buy Back Death benefit**

You can repurchase the Death cover for a Life Insured which was reduced as a result of the payment of the Trauma benefit (other than a Partial Trauma benefit) without providing any evidence of the Life Insured's personal circumstances, as follows:

- up to 1/3 of the Trauma benefit amount paid (excluding any Paralysis Booster benefit) can be bought back on the date 12 months after the payment of the Trauma benefit
- up to a further 1/3 of the Trauma benefit amount paid (excluding any Paralysis Booster benefit) can be bought back on the date 24 months after the payment of the Trauma benefit

 up to a further 1/3 of the Trauma benefit amount paid (excluding any Paralysis Booster benefit) can be bought back on the date 36 months after the payment of the Trauma benefit.

A Buy Back Death benefit opportunity can only be exercised before the *Policy Anniversary* following the Life Insured's 74th birthday and within 30 days of the applicable opportunity date. The Future Insurability benefit does not apply to any repurchased Death benefit.

The *Premium* applying to the Death cover repurchased will be based on our then current rates and the Life Insured's age, sex, smoking status and any premium loadings which applied to the Death cover which was reduced. Any exclusions which applied to the cover reduced will also apply to the cover repurchased.

You can exercise a Buy Back Death benefit opportunity by notifying us in writing.

#### **Termination of Trauma benefits**

The Trauma cover terminates in relation to a Life Insured on the first to occur of:

- the payment of the total Trauma benefit amount
- the death of the Life Insured
- our receipt of your written notification to terminate this cover
- the Trauma benefit expiry date shown on your Policy Schedule and
- the termination of your policy (see the Termination of your policy clause on page 3).

# Additional benefits

The following benefits are built into the Protection Plus policy, and apply to each Life Insured, regardless of the covers selected.

# **Future Insurability benefit – Personal Events**

You have the option to increase the Death benefit or TPD benefit or Trauma benefit applying for a Life Insured, before his/her 55th birthday, without our reassessment of his/her personal circumstances, as long as:

- you have not received, nor are entitled to receive, a benefit under this policy in relation to that Life Insured
- we or any other life insurer have not waived or are not waiving, *Premiums* in relation to that Life Insured.

The option can be exercised within 30 days of any of the following events, on the terms specified:

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(a) If the Life Insured:

- marries
- divorces
- becomes a parent (whether through the birth or adoption of a child)

you can increase the benefit amount by a minimum of \$10,000 and a maximum of the lesser of:

- 25% of the Death benefit or TPD benefit or Trauma benefit amount applying to that Life Insured when this policy started and
- \$200,000.

(b) If the Life Insured takes out for the first time or increases, his/her mortgage on his/her principal place of residence, you can increase the benefit amount by the lesser of:

- the amount of the new mortgage or the increase in the mortgage and
- 25% of the Death benefit or TPD benefit or Trauma benefit amount applying to that Life Insured when your policy started and
- \$200,000.

(c) If a dependent child of the Life Insured starts secondary school, you can increase the benefit amount by a minimum of \$10,000 and a maximum of the lesser of:

- 25% of the Death benefit or TPD benefit or Trauma benefit amount applying to that Life Insured when this policy started and
- \$200,000.

# Restrictions

The accumulative sum of all increases under this benefit cannot exceed the lower of:

- the benefit amount applying to that Life Insured when this policy started and
- \$1,000,000.

In any 12 month period increases are limited to 50% of the cover amount applying to that Life Insured when this policy started.

You cannot increase your TPD benefit amount for a Life Insured if the increase would cause you to exceed our *Maximum Underwriting Limit*.

You cannot increase your Trauma benefit amount for a Life Insured if the increase would cause you to exceed our Maximum Underwriting Limit. We retain the right to confirm the Life Insured's occupation in relation to any increase in the TPD cover amount for a Life Insured and eligibility and *Premiums* in relation to the increased amount will be based on the Life Insured's occupation at the time of increase.

For the first six months after an increase under this benefit:

- any increased Death benefit amount in relation to a Life Insured is only payable in the event of the Life Insured's Accidental Death
- any increased TPD benefit amount in relation to a Life Insured is only payable in the event his/her Total and Permanent Disablement is caused by an Accidental Injury
- any increased Trauma benefit amount in relation to a Life Insured is only payable in the event of a Trauma suffered as a result of Accidental Injury.

### **Financial Planning Advice benefit**

We will reimburse you up to \$1,000 towards the cost of financial planning advice required as a result of a benefit paid under this policy. We will only pay this benefit if the payee or payees of your policy benefit have obtained our written approval before seeking the advice.

#### **Inflation Indexation benefit**

The value of your insurance cover is protected against the impact of inflation by automatically increasing the benefit amounts each year.

This benefit applies to the Death benefit and the TPD benefit and the Trauma benefit.

The benefit amount is increased in respect of a Life Insured on each *Policy Anniversary* by the greater of:

- 5% and
- the percentage increase in the Consumer Price Index published for the quarter ending immediately prior to three months before the Policy Anniversary over that published for the quarter ending immediately prior to 15 months before that Policy Anniversary.

You have the option of rejecting our offer to increase the benefit amounts.

# **Premium freeze**

At any *Policy Anniversary* you may elect to freeze the *Premium* for your policy by notifying us in writing. This causes the *Premium* to remain constant until the first benefit expiry date or until you tell us in writing that you no longer wish to freeze the *Premium*. As the cost of providing cover generally rises each year in line with the age of each Life Insured, the effect of freezing the *Premium* will be to reduce the level of cover each year proportionally for each insured benefit and optional benefit.

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#### Nomination of beneficiaries

You may nominate a beneficiary or beneficiaries to receive the Death benefit and Accidental Death benefit (if applicable) under this policy, in proportions specified by you. We will pay any benefit in accordance with your nomination if it is lawful for us to do so (see the Payment of benefits clause).

If a natural person, who is a nominated beneficiary under your policy and alive at the time of death of the Life Insured, subsequently dies before any entitlement under your policy can be paid, then the entitlement will be paid to the deceased beneficiary's legal personal representative.

If a nominated beneficiary dies before the Life Insured, the nomination ceases to be valid. In this case, any policy entitlement (payable on the death of the Life Insured) will be payable to you (assuming no further beneficiary had been nominated by you) or your legal representative (where you were also the Life Insured).

A nomination of a beneficiary will be automatically revoked in relation to all nominations if ownership of this policy is assigned to another person or entity.

A nominated beneficiary has no rights under this policy other than to receive the specified proportion of policy proceeds after a claim has been admitted by us. He or she cannot initiate or authorise any policy transactions.

# Optional benefits

Your Policy Schedule shows the optional benefits applying under your policy and, if applicable, the benefit amount(s). Your Policy Schedule also shows the expiry date applying to each optional benefit. A Life Insured is only covered for these optional benefits if specified on your Policy Schedule.

# **Accidental Death option**

# When the Accidental Death benefit is payable

The Accidental Death benefit amount is payable if a Life Insured covered for this benefit suffers *Accidental Death* which was sustained while both this benefit, and your policy, were in force.

# Exclusions - Accidental Death benefit

No claim is paid where the *Injury* causing the Life Insured's *Accidental Death*:

- is the result of suicide or
- is the result of any event specified on your Policy Schedule in relation to that Life Insured.

#### Termination of Accidental Death option

The Accidental Death option terminates in relation to a Life Insured on the first to occur of:

- the payment of the Accidental Death benefit amount
- the death of the Life Insured
- on receipt of your written notification to terminate this option
- the Accidental Death benefit expiry date shown on your Policy Schedule or
- the termination of your policy (see the Termination of your policy clause on page 3).

# **Business Future Cover option**

# When the Business Future Cover option can be used

This benefit entitles you to increase the Death benefit in relation to a Life Insured prior to the Life Insured's 65th birthday or TPD benefit or Trauma benefit amount (if applicable) in relation to a Life Insured prior to the Life Insured's 60th birthday without our reassessment of his/her personal circumstances, as long as:

- you have not received, nor are entitled to receive, a benefit under this policy in relation to that Life Insured
- we or any other life insurer have not waived or are not waiving, *Premiums* in relation to the Life Insured.

The option can only be exercised once in any policy year within 30 days of the event which triggers the increase.

This option allows you to apply for future increases in the Death benefit or TPD benefit or Trauma benefit amount applying to the Life Insured without the need to provide further medical evidence and the trigger is based on the purpose of your policy (our basis of acceptance of your policy is shown on your Policy Schedule).

# Trigger events for an increase in cover

- If your policy is a combination of key person insurance or loan/guarantor protection or buy-sell and if the value of the Life Insured's interest in the Business, Loan Guarantee or Value of the Key Person to the Business increases.
- If your policy is key person insurance and if the *Value* of the *Key Person to the Business* increases.
- If your policy is for loan/guarantor protection and if the Loan Guarantee increases.
- If your policy is for buy-sell and if the value of the Life Insured's interest in the *Business* increases.

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#### Restrictions and limitations

The maximum Death benefit amount up to which you can increase the cover applying to a Life Insured under this option is the lower of:

- three times the cover at commencement of your policy applying to the Life Insured or
- \$10,000,000.

The maximum TPD cover amount up to which you can increase your cover applying to that Life Insured under this option is the lower of:

- three times the cover at commencement of your policy applying to that Life Insured or
- \$3,000,000.

The maximum Trauma cover amount up to which you can increase your cover applying to that Life Insured under this option is the lower of:

- three times the cover at commencement of your policy applying to that Life Insured or
- \$2,000,000.

We will not increase the Death benefit or TPD benefit or Trauma benefit amount under this option in relation to a Life Insured if the total amount of cover applying to that Life Insured for all policies from all sources (including any policies issued by other insurance companies) would exceed our *Maximum Underwriting Limit* or would exceed (depending on the Business Purpose):

- the Value of the Business or the Loan Guarantee or the Value of the Key Person to the Business or
- the Value of the Key Person to the Business or
- the Loan Guarantee or
- the value of the Life Insured's interest in the Business.

If the Death benefit or TPD benefit or Trauma benefit amount applying to a Life Insured was less than 100% of the Value of the Business or the Loan Guarantee or the Value of the Key Person to the Business or the value of the Life Insured's interest in the Business then the relevant cover amount applying to that Life Insured can only be increased under this option to an equivalent percentage of the Value of the Business, Loan Guarantee or Value of the Key Person to the Business or the value of the Life Insured's interest in the Business at the time of any application to increase your cover in relation to the Life Insured.

# Multiple purposes

If the Death benefit or TPD benefit or Trauma benefit amount applying to a Life Insured was for multiple purposes then any increases under this option must be proportionate to the allocation that formed the basis of this policy.

#### Applying for an increase

You must apply for the increase within 30 days of the event which triggers the increase, and give us proof of the event which is satisfactory to us.

To apply an increase in relation to a Life Insured, you must apply to us in writing and provide appropriate evidence of the trigger event. Depending on the Business Purpose, that will be:

- a Valuation of the Business or Valuation of the Key
  Person to the 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 the Business or the Loan Guarantee or the
  Value of the Key Person to the Business is at least equal
  to the requested increased amount of cover
- a Valuation of the Key Person to the Business (as provided by an independent qualified accountant or business valuer) and any other contractual or financial evidence we may request, to satisfy us that the value of the Life Insured's financial interest or Valuation of the Key Person to the Business is at least equal to the requested increased amount of cover
- evidence of the Loan Guarantee, and any other contractual or financial evidence we may request, to satisfy us that the value of the Life Insured's financial interest is at least equal to the requested increased amount of cover
- a Valuation of the Business (as provided by an independent qualified accountant or business valuer), and any other contractual or financial evidence we may request, to satisfy us that the value of the Life Insured's interest in the Business is at least equal to the requested increased amount of cover.

The valuation method used must be the same method of valuation used when you apply and are accepted for this option.

The independent qualified accountant or business valuer cannot be your or the Life Insured's, family member, business partner, employee or employer.

If you apply to increase the Death benefit applying to a Life Insured you do not have to increase the TPD benefit or Trauma benefit amount applicable to that Life Insured at the same time. However, if you apply to increase your TPD benefit or Trauma benefit amount applying to a Life Insured then you must also increase the Death benefit amount applying to that Life Insured by at least the same amount at the same time. Any increase in the benefit must be approved by us.

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#### Exclusions - Business Future Cover option

If the Business Future Cover option is not used in three consecutive policy years in relation to a Life Insured then you will not be able to make any further increases under this option in relation to that Life Insured 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 cover applying to the Life Insured.

For the first six months after an increase under this benefit for the purposes of a *Loan Guarantee*:

- any increased death cover amount is payable only in the event of the Life Insured's *Accidental Death*
- any increased TPD amount is payable only in the event the Life Insured's Total and Permanent Disability is caused by an Accidental Injury
- any increased Trauma amount is payable only in the event the Life Insured's suffers one of the Trauma conditions as a result of an Accidental Injury.

# Termination of the Business Future Cover option

The Business Future Cover option terminates in relation to a Life Insured on the first to occur of:

- the death of the Life Insured
- on receipt of your written notification to terminate this option
- the termination of your policy (see the Termination of your policy clause on page 3).

#### **Premium Waiver option**

# When premiums will be waived

We will waive your *Premiums* in respect of a Life Insured who is covered by this option, for all benefits under this policy, if the Life Insured is *Totally Disabled* prior to age 70. We will continue to waive the *Premium* in respect of that Life Insured while he/she remains *Totally Disabled*.

In addition, if a Life Insured is involuntarily unemployed other than as a direct result of a *Sickness* or *Injury*, your policy has been in force for the previous 12 months at the time we receive a claim and he/she is registered with an employment agency approved by us, we will waive the *Premium* in respect of that Life Insured for up to three months. A total of three months *Premium* may be waived because of unemployment during the life of your policy.

#### Exclusions – Premium Waiver option

Premiums will not be waived in respect of a Life Insured for Sickness or Injury occurring as a direct result of:

an intentional self-inflicted act or

- attempted suicide or
- uncomplicated pregnancy or childbirth (including participation in an IVF or similar program, normal discomforts such as morning sickness, backache, varicose veins, ankle swelling or bladder problems, giving birth, miscarrying or having an abortion) or
- an act of war (whether declared or not).

# Termination of the Premium Waiver option

The Premium Waiver option terminates in relation to a Life Insured on the first to occur of:

- the death of the Life Insured
- on receipt of your written notification to terminate this option
- the Policy Anniversary following the 69th birthday of the Life Insured or
- the termination of your policy (see the Termination of your policy clause on page 3).

# **Buy Back TPD option**

## When the Buy Back TPD option can be used

If the Buy Back TPD option applies for a Life Insured, then you can repurchase the TPD benefit which was reduced as a result of the payment of the Trauma benefit (other than a Partial Trauma benefit) in respect of that Life Insured without providing any evidence of the Life Insured's personal circumstances, as follows:

- up to 1/3 of the Trauma benefit amount paid (excluding any Paralysis Booster benefit) can be bought back on the date 12 months after the payment of the Trauma benefit, if the Life Insured has returned to full time work in his/her usual occupation for at least six continuous months
- up to a further 1/3 of the Trauma benefit amount paid (excluding any Paralysis Booster benefit) can be bought back on the date 24 months after the payment of the Trauma benefit, if the Life Insured has returned to full time work in his/her usual occupation for at least 18 continuous months
- up to a further 1/3 of the Trauma benefit amount paid (excluding any Paralysis Booster benefit) can be bought back on the date 36 months after the payment of the Trauma benefit, if the Life Insured has returned to full time work in his/her usual occupation for at least 30 continuous months.

The *Premium* applying to the TPD benefit repurchased will be based on our then current rates and the Life Insured's age, sex, smoking status, occupation and any premium loadings which applied to the TPD cover which was reduced.

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Any exclusions which applied to the cover reduced will also apply to the cover repurchased.

You can exercise a Buy Back TPD option opportunity by notifying us in writing.

# Limitations - Buy Back TPD option

You cannot subsequently claim a repurchased TPD benefit for the same or related cause for which the Trauma benefit was paid. The Future Insurability benefit does not apply to any repurchased TPD cover.

A Buy Back TPD option opportunity can only be exercised before the *Policy Anniversary* following the Life Insured's 64th birthday and within 30 days of the applicable opportunity date. The Inflation Indexation benefit does not apply to any repurchased TPD benefit.

# **Accelerated Buy Back Death option**

If the Accelerated Buy Back Death option applies for a Life Insured then 100% of the Death cover reduced for that Life Insured as a result of the payment of the Trauma benefit (other than a Partial Trauma benefit) can be repurchased on the date 12 months after payment of the Trauma benefit.

# **Trauma Reinstatement option**

#### When the Trauma Reinstatement option can be used

If the Trauma Reinstatement option applies for a Life Insured then you can reinstate the Trauma benefit which was reduced as a result of the previous payment of the Trauma benefit in respect of the Life Insured. 100% of the Trauma benefit can be reinstated without the Life Insured providing any evidence of the Life Insured's personal circumstances on the date 12 months after payment of the Trauma benefit. The Trauma benefit cannot be reinstated where a previous payment of the Trauma benefit is made as a Partial Trauma benefit payment.

The Future Insurability benefit does not apply to any reinstated Trauma benefit.

A Trauma Reinstatement option opportunity can only be exercised before the *Policy Anniversary* following the Life Insured's 74th birthday and within 30 days of the date 12 months after payment of the Trauma benefit.

The *Premium* applying to the Trauma benefit reinstated will be based on our then current rates and the Life Insured's age, sex, smoking status, occupation and any premium loadings which applied to the Trauma benefit which was reduced. Any exclusions which applied to the cover reduced will also apply to the cover reinstated.

You can exercise a Trauma Reinstatement option opportunity by notifying us in writing.

# Limitations – Trauma Reinstatement option

If you are subsequently diagnosed with a specified Trauma, we will pay a claim under the reinstated cover provided the specified Trauma occurred or was diagnosed or the circumstances or symptoms leading to diagnosis became apparent after the Trauma cover was reinstated, subject to the conditions below.

We will not pay a claim under the reinstated Trauma cover if the specified Trauma:

- is the same condition as the original specified Trauma
- is directly or indirectly caused by or related to the original specified Trauma or symptoms or condition(s) which caused the original specified Trauma
- is a Loss of Independence
- is a 'Heart Condition' if the original claim was for a 'Heart Condition' or
- is a Stroke or paralysis (directly or indirectly resulting from a Stroke) and the original specified Trauma was a Heart Condition.

In the above paragraph, 'Heart Condition' means any of the following specified Traumas: Aorta Repair, Coronary Artery Bypass Surgery, Heart Attack, Heart Valve Surgery, Cardiomyopathy, Triple Vessel Coronary Artery Angioplasty, Primary Pulmonary Hypertension.

#### **Child Cover option**

# When the Child Cover benefit is payable

The Child Cover benefit amount is payable if an *Eligible Child* suffers one of the insured events which appear in the Insured Events for Extended Trauma benefit list:

- while this policy is in force
- before the Trauma benefit expiry date and
- the child survives for a period of 14 days after the date of occurrence of the insured event.

If an *Eligible Child* suffers more than one insured event, the Child Cover benefit is only payable in respect of one insured event.

# Exclusions - Child Cover option

The Child Cover benefit is not paid if the insured event is caused directly or indirectly by a condition which:

- · is congenital or
- · existed before the Trauma benefit commenced or
- existed before the child became an Eligible Child.

No claim is paid if the insured event is caused directly or indirectly by any intentional self-inflicted act or attempted suicide.

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In the case of insured events marked with an asterisk (\*), no claim will ever be paid if the condition occurred, is first diagnosed or the circumstances leading to the diagnosis became apparent or a recommendation of the need to have surgery occurs within 90 days of:

- the commencement date of the Trauma benefit
- the commencement date of any increase in Trauma benefit applied for (but only in respect of the increase) or
- the latest reinstatement of your policy.

# Termination of the Child Cover option

Only one claim is payable for any individual *Eligible Child* under this, and any other insurance policies which we have issued. Once an *Eligible Child* qualifies for the Child Cover benefit and is paid in accordance with the Policy Conditions, the option will end.

# **Needlestick Cover option**

# When the Needlestick benefit is payable

The Needlestick benefit is payable if a Life Insured covered for this benefit becomes infected with HIV (Human Immunodeficiency Virus), Hepatitis B or Hepatitis C as a result of an accident occurring during the course of his/her normal occupation.

Any accident giving rise to a potential claim must be reported to us as soon as possible.

In the event of a claim you must provide us with all of the following:

- proof of the occupational accident that gave rise to the infection including the incident report and the names of any witnesses to the accident
- proof that the accident involved a definite source of the relevant infection
- proof that a new infection with either HIV,
   Hepatitis B or Hepatitis C has occurred within six
   months of the documented accident, demonstrating
   sero-conversion from:
  - HIV antibody negative to HIV antibody positive
  - Hepatitis C antibody negative to Hepatitis C antibody positive
  - Hepatitis B surface antigen negative to Hepatitis B surface antigen positive
- access to test independently all the blood samples used.

#### Restrictions and limitations

The maximum combined amount we will pay for *Occupationally Acquired HIV* under all policies issued by us is \$2,000,000. Cover for *Occupationally Acquired HIV* is provided by this Needlestick Cover option, and by the Extended Trauma cover (available under this policy) and as an option under Zurich Income Replacement Insurance Plus.

#### Exclusions – Needlestick benefit

A benefit will not be payable if:

- HIV, Hepatitis B and Hepatitis C is contracted by any other means
- a medical cure is found for Acquired Immune
   Deficiency Syndrome (AIDS) or the effects of the HIV
   virus, Hepatitis C or Hepatitis B or in the event of a
   treatment being developed and approved which makes
   these viruses inactive and non-infectious.

#### Termination of the Needlestick Cover option

The Needlestick Cover option terminates in relation to a Life Insured on the first to occur of:

- · the payment of the Needlestick benefit amount
- the death of the Life Insured
- on receipt of your written notification to terminate this option
- the Needlestick benefit expiry date shown on your Policy Schedule or
- the termination of your policy (see the Termination of your policy clause on page 3).

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# Zurich Income Replacement Insurance Plus Policy Conditions

These Policy Conditions apply to Zurich Income Replacement Insurance Plus.

Your Policy Schedule shows the Life Insured covered under your policy, lists the *Insured Monthly Benefit*, whether your policy is 'Agreed Value' or 'Indemnity', the *Benefit Period*, the *Waiting Period*, the premium structure and any optional benefits provided. Your Policy Schedule also shows the benefit expiry date applying to each insured benefit.

You can apply to add optional benefits or to increase levels of cover, but only if we accept your application after considering the Life Insured's personal circumstances including health, occupation and pastimes.

We will offer to increase the level of cover each year in line with inflation under the Inflation Indexation benefit unless you request us not to make these offers.

#### Income benefit

The *Income Benefit* is payable after expiry of the *Waiting Period* if, solely as a result of a *Sickness* or *Injury*, while your policy is in force and before the *Insured Monthly Benefit* expiry date, the Life Insured:

- is, until the expiry of the Waiting Period, unable to generate at least 80% of his/her Pre-Disability Income through personal exertion in his/her Usual Occupation and
- is required to be under the regular care, and following the advice, of a *Medical Practitioner*.

## Agreed value cover

If at the expiry of the *Waiting Period* the Life Insured has no *Post-Disability Income* then we will pay you the *Insured Monthly Benefit*. Otherwise, the *Income Benefit* we will pay after the expiry of the *Waiting Period* will be proportionate to the income loss and calculated on a monthly basis using the following formula:

Pre-Disability Income – Post-Disability Income

Pre-Disability Income

Insured Monthly
X Benefit

# Indemnity cover

If at the expiry of the *Waiting Period* the Life Insured has no *Post-Disability Income* then we will pay you the lesser of the *Insured Monthly Benefit* and 75% of your *Pre-Disability Income*. Otherwise, the *Income Benefit* we will pay after the expiry of the *Waiting Period* will be proportionate to the income loss and calculated on a monthly basis using the following formula:

Pre-Disability Income – Post-Disability Income

Pre-Disability Income

Insured Monthly
X Benefit

Your benefit will be capped so that the amount paid does not exceed 75% of your *Pre-Disability Income*.

Under Agreed Value and Indemnity cover, we will continue to pay you the *Income Benefit* until any one of the following events occurs:

- the Sickness or Injury giving rise to the claim does not prevent the Life Insured earning his/her Pre-Disability Income from personal exertion in his/her Usual Occupation
- the Benefit Period ends
- your policy ends
- the death of the Life Insured
- the Life Insured is no longer required to be under the regular care of a Medical Practitioner with regard to treatment for the Sickness or Injury
- the Life Insured is no longer following the treatment recommended by a *Medical Practitioner* at such intervals and frequency as will lead to a cure, alleviation or minimisation of the condition causing your disability.

If you are claiming while outside Australia, we will only continue to pay the *Income Benefit* if the Life Insured has a medical examination in Australia or in another country by a doctor nominated or approved by us, every 12 months. We will pay for this medical examination, but not for transport to Australia or any other country.

We pay a proportion of the *Income Benefit* twice monthly when the claim requirements have been provided, with the first payment due 15 days after the *Waiting Period* ends. When the claim ends before the next payment due date, we will pay 1/30th of the *Income Benefit* for each day less than 15 days.

If the Life Insured's disability is the result of more than one separate and distinct *Sickness* or *Injury*, payments will be based on your policy condition which provides the greatest benefit.

We will agree with you whether the Life Insured's disability is caused by a *Sickness* or *Injury* before claim payments commence.

#### Rehabilitation benefit

The Rehabilitation benefit is payable when you have qualified for the *Income Benefit* or the Specified Injury benefit after expiry of the *Waiting Period* or within the *Waiting Period* if you would otherwise qualify for an *Income Benefit*. The Rehabilitation benefit is payable in reimbursement of the following:

# Workplace modification

This benefit provides assistance if the Life Insured's workplace needs modification to allow the Life Insured to return to gainful employment. We will pay up to three times the *Income Benefit* for expenses incurred in modifying the Life Insured's workplace.

#### Rehabilitation program

While the Life Insured takes part in a *Rehabilitation Program*, we will pay you an additional 50% of the *Income Benefit* each month for a maximum period of 12 months.

#### Rehabilitation costs

We will pay up to 12 times the *Income Benefit* for the expenses of rehabilitating the Life Insured. These expenses include the costs of special equipment designed to assist the Life Insured to re-enter the workforce.

To receive the Rehabilitation benefit, you must have our written approval to meet the expenses before they are incurred.

#### **Funeral benefit**

The Funeral benefit is payable if the Life Insured dies while this policy is in force. We will pay a lump sum of three times the *Insured Monthly Benefit*.

If you have both Zurich Income Replacement Insurance Plus and Zurich Business Expenses Insurance Plus, we will only pay this benefit once.

#### Confined to Bed benefit

The Confined to Bed benefit is payable if, while your policy is in force and before the *Insured Monthly Benefit* expiry date, the Life Insured is *Confined to Bed* because of *Sickness* or *Injury* for more than two days in a row and during that period, is totally dependant on the fulltime care of a *Nurse* or a *Personal Care Attendant* and unable to earn any income from personal exertion. This benefit is only payable during the *Waiting Period* to a maximum of 180 days.

We will pay the Confined to Bed benefit for each complete month or 1/30th of the Confined to Bed benefit for each day that you are eligible for this benefit. This benefit is only payable during the *Waiting Period* to a maximum of 180 days.

Under Agreed Value cover, the Confined to Bed benefit will be the *Insured Monthly Benefit*.

Under Indemnity cover, the Confined to Bed benefit will be the lesser of the *Insured Monthly Benefit* and 75% of your *Pre-Disability Income*.

# **Specified Injury benefit**

The Specified Injury benefit is payable if any one of the following specified injuries happen to the Life Insured while your policy is in force and before the *Insured Monthly Benefit* expiry date. The *Waiting Period* is waived and the Specified Injury benefit is paid (even if the Life Insured is still earning an income) until:

- · the end of the Specified Injury Benefit Period
- the end of the *Benefit Period* shown on your Policy Schedule
- the death of the Life Insured

whichever happens first.

We will not pay you for more than one specified injury per claim.

Under Agreed Value cover, the Specified Injury benefit will be the *Insured Monthly Benefit*.

Under Indemnity cover, the Specified Injury benefit will be the lesser of the *Insured Monthly Benefit* and 75% of your *Pre-Disability Income*.

Specified Injury	Specified Injury Benefit Period (months)
Quadriplegia	60
Paraplegia	60
Loss of both feet, both hands or sight in both eyes	24
Loss of a foot and a hand	24
Loss of a foot and sight in one eye	24
Loss of a hand and sight in one eye	24
Loss of a leg or arm	18
Loss of a foot or hand or sight in one eye	12
Loss of the thumb and index finger of the same hand	6
Fracture of a thigh or pelvis	3
Fracture of a leg (between the knee and foot), kneecap, skull (excluding bones of the face or nose), upper arm between elbow and shoulder (shaft) or shoulder blade	2
Fracture of a forearm (including wrist but excluding elbow or hand) or collar bone	1.5

'Loss' means that the Life Insured cannot use and will never be able to use that body part again. In the case of the eye, it means that the Life Insured will never be able to see again from that eye.

The *Income Benefit* is not payable while you are receiving the Specified Injury benefit, however, eligibility to receive the *Income Benefit* will be determined in the normal way after the end of the Specified Injury Benefit Period.

#### **Special Care benefit**

The Special Care benefit is payable if the *Income Benefit*, a Specified Injury benefit, a Day 4 Accident benefit or a Confined to Bed benefit is payable and one of the following three conditions exist prior to the expiry date shown on your Policy Schedule:

- (a) if a Direct Family Member has to stop Full-time Paid Employment to care for the Life Insured at home because of his/her Sickness or Injury. We will pay an additional benefit of the Income Benefit or \$2,500 per month, whichever is lower, for up to six months after the end of the Waiting Period while the Life Insured is:
  - confined to bed or to the house, while dependent on home assistance and
  - unable to earn any income by personal exertion.

We will not pay if the *Direct Family Member* had been working for you, the Life Insured or for your or the Life Insured's employer before the Life Insured suffered the *Sickness* or *Injury*.

- (b) if the Life Insured needs the care of a Nurse or a Personal Care Attendant because of his/her Sickness or Injury. We will pay an additional benefit of \$150 per day for up to six months after the end of the Waiting Period while the Life Insured is:
  - confined to bed or to the house, while dependent on home assistance or nursing care and
  - unable to earn any income by personal exertion.

We will not pay if the *Nurse* or *Personal Care Attendant* had been working for you, the Life Insured or for your or the Life Insured's employer before the Life Insured suffered the *Sickness* or *Injury*.

(c) if the Life Insured is more than 100 kilometres away from home and needs to stay there. We will reimburse accommodation and travel costs if the Life Insured is 100 kilometres or more away from home and has to stay there beyond his/her scheduled return date on his/her Medical Practitioner's advice. We will also reimburse the accommodation and travel costs of a Direct Family Member who has to stay with the Life Insured.

We will pay a maximum of \$500 for reimbursement of travel costs (other then by emergency transport, such as ambulance which is covered by health insurance). We will pay a maximum of \$250 per day for accommodation up to 30 days in any 12 month period.

However, we will not pay for both a *Direct Family Member* and a *Nurse* or a *Personal Care Attendant* for the same period.

We will also pay the following Special Care benefit if the *Income Benefit* is payable and the Life Insured, having suffered the *Sickness* or *Injury* whilst overseas, chooses to return to Australia after the end of the *Waiting Period* but before the expiry date shown on your Policy Schedule. We will pay the cost of a single standard economy airfare to enable the Life Insured to return, less any reimbursement from another source. We will also pay the costs (on the same basis) of accompanying transport for any *Direct Family Member* travelling companion the Life Insured has while disabled overseas.

Under Agreed Value cover, the maximum total amount we will pay for these travel costs is three times the *Insured Monthly Benefit*.

Under Indemnity cover, the maximum total amount we will pay for these travel costs is three times the lesser of the *Insured Monthly Benefit* and 75% of the *Pre-Disability Income*.

The Special Care benefit is payable only once in relation to the same or related cause.

# **Elective Surgery benefit**

If the *Income Benefit* would be payable, except that the Life Insured's disability was due to elective or donor transplant surgery, we will deem the Life Insured's disability to be due to *Sickness* if the elective or transplant surgery occurred at least six months after:

- the start of your policy
- if your policy is ever reinstated, the date of reinstatement
- in respect of an increase in the *Insured Monthly Benefit*, the date of the increase.

# **Unemployment Waiver benefit**

We will waive your *Premium* for up to three months if the Life Insured is involuntarily unemployed, other than as a direct result of *Sickness* or *Injury* and if:

- the Life Insured is registered with an employment agency approved by us
- unemployment started at least 12 months after the start of your policy or, if your policy is ever reinstated, the date of reinstatement.

A total of three months *Premium* may be waived under this benefit during the life of your policy.

# **Inflation Indexation benefit**

The Inflation Indexation benefit protects the value of your insurance cover against the impact of inflation by offering you the opportunity to adjust for this.

Each *Policy Anniversary* prior to the Life Insured's 65th birthday, the *Insured Monthly Benefit* can be increased by the percentage increase in the *Consumer Price Index* published for the quarter falling immediately prior to three months before the *Policy Anniversary* over that published for the quarter falling immediately prior to 15 months before that *Policy Anniversary*.

You have the option of rejecting the increase if you do not require it. If you reject the increase, you must tell us in writing within 30 days of receiving the offer.

Indexation increases will apply automatically while you are entitled to make a claim.

Under Indemnity cover, if the indexation increase would mean that the *Insured Monthly Benefit* is greater than 75% of the Life Insured's *Average Monthly Pre-Tax Income* or if the Life Insured is not in *Full-time Paid Employment*, you may reject the increase to avoid paying an unnecessary *Premium*.

#### More than one benefit at a time

We will not pay any of the following combinations of benefits for the same period:

- the Confined to Bed benefit and the Specified Injury benefit
- the Income Benefit and the Specified Injury benefit
- the Confined to Bed benefit and the Day 4
   Accident benefit
- the Specified Injury benefit and the Day 4
   Accident benefit
- the Severe Disability benefit and the Booster benefit.

#### **Exclusions**

No amount will be payable for *Sickness* or *Injury* occurring as a direct or indirect result of any one or more of the following:

- an intentional self-inflicted act
- attempted suicide
- uncomplicated pregnancy or child birth (including participation in an IVF or similar program, normal discomforts such as morning sickness, backache, varicose veins, ankle swelling or bladder problems, giving birth, miscarrying or having an abortion)
- an act of war (whether declared or not)
- any event or medical condition expressly excluded on your Policy Schedule.

If the Mental Disorder Discount option applies to the Life Insured, no amount will be payable for *Sickness* or *Injury* occurring as a direct or indirect result of a *Mental Disorder*.

# **Concurrent disability**

If more than one separate and distinct *Sickness* or *Injury* resulted in your disability, payments will be based on the policy condition that provides the highest benefit.

# Extending cover beyond age 65

On the *Policy Anniversary* following your 65th birthday, you can extend your cover on a limited basis up to the *Policy Anniversary* following your 70th birthday if you are still working in paid employment for more than 30 hours per week. You must apply to us at least 60 days before the Benefit Expiry Date shown on your Policy Schedule. The extended cover will be Indemnity cover. You should consult your adviser for information regarding this extension of cover.

# Limitations

The Benefit Period on extended cover is one year.

An *Income Benefit* will only be payable if the Life Insured has no *Post-Disability Income* (ie. no proportionate benefits are payable).

The extended cover does not apply if you are entitled to receive a benefit, or if you are receiving or have received a benefit under your policy at any time in the last 12 months.

# Optional benefits

Your Policy Schedule shows the optional benefits applying under your policy and, if applicable, the benefit amount(s). Your Policy Schedule also shows the expiry date applying to each optional benefit (or if not shown, the optional benefit expiry date is equal to that of the main policy). A Life Insured is only covered for these optional benefits if specified on your Policy Schedule.

#### **Increasing Claims option**

After each three continuous months of *Income Benefit* payments, the *Income Benefit* will be increased by the percentage increase in the *Consumer Price Index* for the previous quarter, up to a maximum annual increase of 7%.

#### **Lump Sum Accident option**

The Lump Sum Accident benefit is payable if the Life Insured suffers an *Injury*, while your policy is in force and before the expiry date shown on your Policy Schedule, which causes, within 180 days of the accident, one of the events set out below. The lump sum payable will be the percentage set out below of the Lump Sum Accident Benefit Amount shown on your Policy Schedule.

We will only pay an amount under this option once during the life of your policy.

Event	% of Lump Sum Accident Benefit Amount
Accidental Death	100%
Total and permanent loss of:	
Both hands or both feet or sight in both eyes	100%
One hand and sight in one eye	100%
One foot and sight in one eye	100%
One hand and one foot	100%
One arm or one leg	75%
One hand, one foot or sight in one eye	50%
Thumb and index finger from same hand	25%
Thumb or index finger	15%
Two or more fingers	15%
One finger	5%

'Loss' means that the Life Insured cannot use and will never be able to use that body part again. In the case of the eye, it means that the Life Insured will never be able to see again from that eye.

#### **Family Care option**

This option only applies where you are the Life Insured.

The Family Care benefit is payable if you die, while receiving the *Income Benefit*, and leave a surviving *Spouse*. We will continue to pay your *Spouse* an *Income Benefit* for up to five years after your death while your *Spouse* remains alive, but not beyond the balance of the *Benefit Period* or the expiry date shown on your Policy Schedule, if earlier.

The amount payable will be adjusted in the same manner that would have occurred had you continued living.

#### **Spouse Cover option**

This option only applies for the covered *Spouse* named on your Policy Schedule.

The Spouse Cover benefit is payable if the covered Spouse:

- is unable, because of *Sickness* or *Injury*, to perform each and every daily domestic duty and
- a *Medical Practitioner* confirms the need for domestic help for the covered *Spouse*

during the *Waiting Period*, but only while this continues after the end of the *Waiting Period*.

We will pay you from the end of the *Waiting Period*, but not beyond the expiry date shown on your Policy Schedule, a monthly amount to:

- reimburse fees paid for domestic duties such as cooking, cleaning and home nursing care, up to \$700
- reimburse child care costs for children under 12 years, up to \$1,300.

We will not pay a benefit if the covered *Spouse* is disabled due to any one or more of the following:

- intentional self-inflicted act
- attempted suicide
- uncomplicated pregnancy or child birth (including participation in an IVF or similar program, normal discomforts such as morning sickness, backache, varicose veins, ankle swelling or bladder problems, giving birth, miscarrying or having an abortion)
- an act of war (whether declared or not)
- Mental Disorder
- any event expressly excluded on your Policy Schedule.

A Rehabilitation benefit is payable if the Spouse Cover benefit is payable, in reimbursement of the following:

#### Home modification

This benefit provides assistance if the covered *Spouse's* home needs modification to allow the covered *Spouse* to return to carrying out the domestic duties. We will pay up to \$6,000 for expenses incurred in carrying out the modification.

# Rehabilitation program

If the covered *Spouse* takes part in a *Rehabilitation Program*, we will pay up to an additional \$1,000 each month after the *Waiting Period* for up to 12 months for the expenses of participation in the *Rehabilitation Program*.

#### Rehabilitation costs

We will pay up to \$12,000 for the expenses of rehabilitating the covered *Spouse*.

The expenses must be incurred while the Spouse Cover benefit is payable and, to receive the benefit, you must have our written approval to meet the expenses before they are incurred. The Rehabilitation benefit is payable only once in relation to the same or related cause.

# Severe Disability option

The Severe Disability benefit is payable if the Life Insured has been continuously unable due to *Sickness* or *Injury* to perform at least two of the five numbered groups of *Activities of Daily Living* for more than three months while your policy is in force and before the *Income Benefit* expiry date. We will increase the payment by one third while this condition continues and either the *Income Benefit* or the Specified Injury benefit is payable. We will pay you this benefit until the end of the *Benefit Period* or to the expiry date shown on your Policy Schedule, whichever occurs first.

# **Day 4 Accident option**

The Day 4 Accident benefit is payable if the Life Insured is disabled due to an *Injury* for more than three consecutive days during the *Waiting Period* as an immediate consequence of an *Accidental Injury* prior to the expiry date shown on your Policy Schedule. If the Life Insured is unable to generate at least 80% of his/her *Pre-Disability Income* through personal exertion, and is not working in any occupation, solely due to that *Accidental Injury*, we will pay you 1/30th of the *Income Benefit* for the 4th and each subsequent day of the *Waiting Period* for so long as the Insured continues to meet these criteria solely due to his/her *Accidental Injury*. We will not pay this benefit for any period for which the Confined to Bed benefit or the Specified Injury benefit is payable.

#### **Booster option**

The Booster benefit is payable if we are paying the maximum benefit under your policy for the first 30 days after the *Waiting Period* prior to the expiry date shown on your Policy Schedule. We will increase the *Income Benefit* by 1/3rd for that 30 day period.

#### **Future Insurability option**

The Future Insurability benefit allows you to increase the *Insured Monthly Benefit* by up to 20% on every 3rd *Policy Anniversary* after this option began, without us reassessing the Life Insured's personal circumstances. You must tell us in writing that you want to make the increase within 30 days of the relevant *Policy Anniversary*. The increase cannot be made if:

- the Life Insured is over age 55
- you have made a claim in the last six months
- after the increase, the Insured Monthly Benefit will be more than 75% of the Life Insured's Average Monthly Pre-Tax Income at that date.

## **Trauma option**

The Trauma benefit is payable if, while the *Income Benefit* or Specified Injury benefit is payable, the Life Insured:

- suffers a specified trauma
- dies after the Waiting Period.

We will pay you double the *Income Benefit* for up to six months prior to the expiry date shown on your Policy Schedule whilst the Life Insured survives after suffering any of the following traumas:

- Chronic Kidney Failure
- Coronary Artery Bypass Surgery\*
- Diplegia
- Heart Attack\*
- Hemiplegia
- Malignant Cancer\*
- Paraplegia
- Quadriplegia
- Stroke\*
- \* If this trauma occurs or becomes apparent within 90 days of the start of your policy or if your policy is ever reinstated, from the date of reinstatement, we will not pay a benefit under this option.

The occurrence of the trauma must be confirmed by our medical advisers and, for this purpose, we reserve the right to require the insured to undergo an examination or other reasonable tests, at our expense.

We will pay a lump sum of three times the *Insured*Monthly Benefit on the death of the Life Insured prior to
the expiry date shown on your Policy Schedule.

#### **Mental Disorder Discount option**

This option allows you to reduce your *Premiums* by electing not to receive any benefits if you were to suffer a *Mental Disorder*. Once you have selected this option it cannot be removed for the life of your policy.

# **Superannuation Contributions option**

In selecting this option you are deemed to have directed us to pay any benefit payable under this option (less an amount to cover income tax payable which will be paid directly to you) to a complying superannuation fund you nominate.

The Superannuation Contributions Monthly Benefit (or a proportion thereof) is payable at any time you are receiving an *Income Benefit*, Specific Injury benefit, Confined to Bed benefit or Day 4 Accident benefit.

The amount payable will be the Superannuation Contributions Monthly Benefit multiplied by the proportion of the *Insured Monthly Benefit* you are receiving as an *Income Benefit* or Specified Injury benefit or Confined to Bed benefit or Day 4 Accident benefit.

Under Indemnity cover, this is subject to a maximum of the actual average monthly superannuation contributions you or your employer made in the 12 months preceding your claim.

As this benefit results in a tax liability to you we only pay the estimated after tax benefit to the fund you nominate and pay the estimated tax to you (or at your direction).

Inflation Protection and the Increasing Claims benefit apply to the Superannuation Contributions option.

#### **Needlestick Cover option**

We will pay a lump sum equal to the amount you are insured for under this option if you become infected with HIV (Human Immunodeficiency Virus), Hepatitis B or Hepatitis C as a result of an accident occurring during the course of your normal occupation.

Any accident giving rise to a potential claim must be reported to us as soon as possible.

In the event of a claim you must provide us with all of the following:

- proof of the occupational accident that gave rise to the infection including the incident report and the names of any witnesses to the accident
- proof that the accident involved a definite source of the relevant infection
- proof that a new infection with either HIV,
   Hepatitis B or Hepatitis C has occurred within six
   months of the documented accident, demonstrating
   sero-conversion from:
  - HIV antibody negative to HIV antibody positive
  - Hepatitis C antibody negative to Hepatitis C antibody positive
  - Hepatitis B surface antigen negative to Hepatitis B surface antigen positive
- access to test independently all the blood samples used.

A benefit will not be payable if:

- HIV, Hepatitis B and Hepatitis C is contracted by any other means
- a medical cure is found for Acquired Immune
   Deficiency Syndrome (AIDS) or the effects of the HIV
   virus, Hepatitis C or Hepatitis B or in the event of a
   treatment being developed and approved which makes
   these viruses inactive and non-infectious.

The maximum combined amount we will pay for this option together with other Needlestick Cover options and/ or *Occupationally Acquired HIV* under all policies issued by us is \$2,000,000. Cover for *Occupationally Acquired HIV* is provided by this Needlestick Cover option as well as Extended Trauma cover and the Needlestick Cover option available as part of Zurich Protection Plus.

# Zurich Special Risk Income Replacement Insurance Plus Policy Conditions

These Policy Conditions apply to Zurich Special Risk Income Replacement Insurance Plus.

Your Policy Schedule shows the Life Insured covered under your policy, lists the *Insured Monthly Benefit*, whether your policy is 'Agreed Value' or 'Indemnity', the *Benefit Period*, the *Waiting Period*, the premium structure and any optional benefits provided. Your Policy Schedule also shows the benefit expiry date applying to each insured benefit.

You can apply to add optional benefits or to increase levels of cover, but only if we accept your application after considering the Life Insured's personal circumstances including health, occupation and pastimes.

We will offer to increase the level of cover each year in line with inflation under the Inflation Indexation benefit unless you request us not to make these offers.

#### Income benefit

The *Income Benefit* is payable after expiry of the *Waiting Period* if, solely as a result of a *Sickness* or *Injury*, while your policy is in force and before the *Insured Monthly Benefit* expiry date, the Life Insured:

- is unable to generate at least 80% of his/her
   Pre-Disability Income through personal exertion in
   his/her Usual Occupation and not working for a period
   of at least 14 days and
- is until the expiry of the Waiting Period not able to earn his/her Pre-Disability Income from personal exertion in his/her Usual Occupation and
- is required to be under the regular care, and following the advice, of a *Medical Practitioner*.

#### Agreed value cover

If at the expiry of the *Waiting Period* the Life Insured has no *Post-Disability Income* then we will pay you the *Insured Monthly Benefit*. Otherwise, the *Income Benefit* we will pay after the expiry of the *Waiting Period* will be proportionate to the income loss and calculated on a monthly basis using the following formula:

Pre-Disability Income – Post-Disability Income Pre-Disability Income

Insured Monthly
X Benefit

#### Indemnity cover

If at the expiry of the *Waiting Period* the Life Insured has no *Post-Disability Income* then we will pay you the lesser of the *Insured Monthly Benefit* and 75% of your *Pre-Disability Income*. Otherwise, the *Income Benefit* we will pay after the expiry of the *Waiting Period* will be proportionate to the income loss and calculated on a monthly basis using the following formula:

Pre-Disability Income – Post-Disability Income

Pre-Disability Income

Insured Monthly X Benefit

Your benefit will be capped so that the amount paid does not exceed 75% of your *Pre-Disability Income*.

Under Agreed Value and Indemnity cover, we will continue to pay you the *Income Benefit* until any one of the following events occurs:

- the Sickness or Injury giving rise to the claim does not prevent the Life Insured earning his/her Pre-Disability Income from personal exertion in his/her Usual Occupation
- the Benefit Period ends
- · your policy ends
- the death of the Life Insured
- the Life Insured is no longer required to be under the regular care of a Medical Practitioner with regard to treatment for the Sickness or Injury or is no longer under the regular care of a Medical Practitioner
- the Life Insured is no longer following the treatment recommended by a Medical Practitioner at such intervals and frequency as will lead to a cure, alleviation or minimisation of the condition causing your disability.

If you are claiming while outside Australia, we will only continue to pay the *Income Benefit* if the Life Insured has a medical examination in Australia or in another country by a doctor nominated or approved by us, every 12 months. We will pay for this medical examination, but not for transport to Australia or any other country.

We pay a proportion of the *Income Benefit* twice monthly when the claim requirements have been provided, with the first payment due 15 days after the *Waiting Period* ends.

When the claim ends before the next payment due date, we will pay 1/30th of the *Income Benefit* for each day less than 15 days.

If the Life Insured's disability is the result of more than one separate and distinct *Sickness* or *Injury*, payments will be based on the policy condition which provides the greatest benefit.

We will agree with you whether the Life Insured's disability is caused by a *Sickness* or *Injury* before claim payments commence.

#### Rehabilitation benefit

The Rehabilitation benefit is payable if you are receiving the *Income Benefit* or the Specified Injury benefit after expiry of the *Waiting Period*. The Rehabilitation benefit is payable in reimbursement of the following:

#### Workplace modification

This benefit provides assistance if the Life Insured's workplace needs modification to allow the Life Insured to return to gainful employment. We will pay up to three times the *Income Benefit* for expenses incurred in modifying the Life Insured's workplace.

#### Rehabilitation program

While the Life Insured takes part in a *Rehabilitation*Program, we will pay an additional 50% of the *Income*Benefit each month for a maximum period of 12 months.

# Rehabilitation costs

We will pay up to 12 times the *Income Benefit* for the expenses of rehabilitating the Life Insured. These expenses include the costs of special equipment designed to assist the Life Insured to re-enter the workforce.

To receive the Rehabilitation benefit, you must have our written approval to meet the expenses before they are incurred.

#### **Funeral benefit**

The Funeral benefit is payable if the Life Insured dies while this policy is in force. We will pay a lump sum of three times the *Insured Monthly Benefit*.

If you have both Zurich Special Risk Income Replacement Insurance Plus and Zurich Business Expenses Insurance Plus, we will only pay this benefit once.

# **Specified Injury benefit**

The Specified Injury benefit is payable if any one of the following specified injuries happen to the Life Insured while your policy is in force and before the *Insured Monthly Benefit* expiry date. The *Waiting Period* is waived and the Specified Injury benefit is paid (even if the Life Insured is still earning an income) until:

- the end of the Specified Injury Benefit Period
- the end of the Benefit Period shown on your Policy Schedule
- the death of the Life Insured

whichever happens first.

We will not pay you for more than one specified injury per claim.

Under Agreed Value cover, the Specified Injury benefit will be the *Insured Monthly Benefit*.

Under Indemnity cover, the Specified Injury benefit will be the lesser of the *Insured Monthly Benefit* and 75% of your *Pre-Disability Income*.

Specified Injury	Specified Injury Benefit Period (months)
Quadriplegia	60
Paraplegia	60
Loss of both feet, both hands or sight in both eyes	24
Loss of a foot and a hand	24
Loss of a foot and sight in one eye	24
Loss of a hand and sight in one eye	24
Loss of a leg or arm	18
Loss of a foot or hand or sight in one eye	12
Loss of the thumb and index finger of the same hand	6
Fracture of a thigh or pelvis	3
Fracture of a leg (between the knee and foot), kneecap, skull (excluding bones of the face or nose), upper arm between elbow and shoulder (shaft) or shoulder blade	2
Fracture of a forearm (including wrist but excluding elbow or hand) or collar bone	1.5

'Loss' means that the Life Insured cannot use and will never be able to use that body part again. In the case of the eye, it means that the Life Insured will never be able to see again from that eye.

The *Income Benefit* is not payable while you are receiving the Specified Injury benefit, however, eligibility to receive the *Income Benefit* will be determined in the normal way after the end of the Specified Injury Benefit Period.

#### Inflation Indexation benefit

The Inflation Indexation benefit protects the value of your insurance cover against the impact of inflation by offering you the opportunity to adjust for this.

Each *Policy Anniversary* prior to the Life Insured's 65th birthday, the *Insured Monthly Benefit* can be increased by the percentage increase in the *Consumer Price Index* published for the quarter falling immediately prior to three months before the *Policy Anniversary* over that published for the quarter falling immediately prior to 15 months before that *Policy Anniversary*.

You have the option of rejecting the increase if you do not require it. If you reject the increase, you must tell us in writing within 30 days of receiving the offer.

Indexation increases will apply automatically while you are entitled to make a claim.

Under Indemnity cover, if the indexation increase would mean that the *Insured Monthly Benefit* is greater than 75% of the Life Insured's *Average Monthly Pre-Tax Income* or if the Life Insured is not in *Full-time Paid Employment*, you may reject the increase to avoid paying an unnecessary *Premium*.

#### More than one benefit at a time

We will not pay the *Income Benefit* and the Specified Injury benefit for the same period.

#### **Exclusions**

No amount will be payable for *Sickness* or *Injury* occurring as a direct or indirect result of any one or more of the following:

- an intentional self-inflicted act
- attempted suicide
- uncomplicated pregnancy or child birth (including participation in an IVF or similar program, normal discomforts such as morning sickness, backache, varicose veins, ankle swelling or bladder problems, giving birth, miscarrying or having an abortion)
- an act of war (whether declared or not)
- any event or medical condition expressly excluded on your Policy Schedule.

If the Mental Disorder Discount option applies to the Life Insured, no amount will be payable for *Sickness* or *Injury* occurring as a direct or indirect result of a *Mental Disorder*.

#### **Concurrent disability**

If more than one separate and distinct *Sickness* or *Injury* resulted in your disability, payments will be based on the policy condition that provides the highest benefit.

# **Employment breaks**

If the Life Insured has not been engaged in *Full-time Paid Employment*, for 12 consecutive months, other than as a direct result of disability or where we have given prior written approval, your policy terminates at the end of this 12 month period. You must notify us if this happens. If any *Premiums* are paid while your policy is terminated, they will be refunded.

If the Life Insured is not engaged in *Full-time Paid Employment* because he or she is on unpaid leave (eg. maternity leave or sabbatical leave) your policy can be continued after the end of the 12 month period, but only if we can agree the terms for this with you.

# Optional benefits

Your Policy Schedule shows the optional benefits applying under your policy and, if applicable, the benefit amount(s). Your Policy Schedule also shows the expiry date applying to each optional benefit (or if not shown, the optional benefit expiry date is equal to that of the main policy). A Life Insured is only covered for these optional benefits if specified on your Policy Schedule.

#### **Increasing Claims option**

After each three continuous months of *Income Benefit* payments, the *Income Benefit* will be increased by the percentage increase in the *Consumer Price Index* for the previous quarter, up to a maximum annual increase of 7%.

# **Lump Sum Accident option**

The Lump Sum Accident benefit is payable if the Life Insured suffers an *Injury*, while your policy is in force and before the expiry date shown on your Policy Schedule, which causes, within 180 days of the accident, one of the events set out below. The lump sum payable will be the percentage set out below of the Lump Sum Accident Benefit Amount shown on your Policy Schedule.

We will only pay an amount under this option once during the life of your policy.

Event	% of Lump Sum Accident Benefit Amount
Accidental Death	100%
Total and permanent loss of:	
Both hands or both feet or sight in both eyes	100%
One hand and sight in one eye	100%
One foot and sight in one eye	100%
One hand and one foot	100%
One arm or one leg	75%
One hand, one foot or sight in one eye	50%
Thumb and index finger from same hand	25%
Thumb or index finger	15%
Two or more fingers	15%
One finger	5%

'Loss' means that the Life Insured cannot use and will never be able to use that body part again. In the case of the eye, it means that the Life Insured will never be able to see again from that eye.

#### **Family Care option**

This option only applies where you are the Life Insured.

The Family Care benefit is payable if you die, while receiving the *Income Benefit*, before the *Policy Anniversary* following your 60th birthday and leave a surviving *Spouse*. We will continue to pay your *Spouse* an *Income Benefit* for up to five years after your death while your *Spouse* remains alive, but not beyond the balance of the *Benefit Period* or the expiry date shown on your Policy Schedule, if earlier.

The amount payable will be adjusted in the same manner that would have occurred had you continued living.

#### **Spouse Cover option**

This option only applies for the covered *Spouse* named on your Policy Schedule.

The Spouse Cover benefit is payable if the covered Spouse:

- is unable, because of *Sickness* or *Injury*, to perform each and every daily domestic duty and
- a *Medical Practitioner* confirms the need for domestic help for the covered *Spouse*

during the *Waiting Period*, but only while this continues after the end of the *Waiting Period*.

We will pay you from the end of the *Waiting Period*, but not beyond the expiry date shown on your Policy Schedule, a monthly amount to:

- reimburse fees paid for domestic duties such as cooking, cleaning and home nursing care, up to \$700
- reimburse child care costs for children under 12 years, up to \$1,300.

We will not pay a benefit if the covered *Spouse* is disabled due to any one or more of the following:

- intentional self-inflicted act
- attempted suicide
- uncomplicated pregnancy or child birth (including participation in an IVF or similar program, normal discomforts such as morning sickness, backache, varicose veins, ankle swelling or bladder problems, giving birth, miscarrying or having an abortion)
- an act of war (whether declared or not)
- Mental Disorder
- any event expressly excluded on your Policy Schedule.

A Rehabilitation benefit is payable if the Spouse Cover benefit is payable, in reimbursement of the following:

# Home modification

This benefit provides assistance if the covered *Spouse's* home needs modification to allow the covered *Spouse* to return to carrying out the domestic duties. We will pay up to \$6,000 for expenses incurred in carrying out the modification.

### Rehabilitation program

If the covered *Spouse* takes part in a *Rehabilitation Program*, we will pay up to an additional \$1,000 each month after the *Waiting Period* for up to 12 months for the expenses of participation in the *Rehabilitation Program*.

#### Rehabilitation costs

We will pay up to \$12,000 for the expenses of rehabilitating the covered *Spouse*.

The expenses must be incurred while the Spouse Cover benefit is payable and, to receive the benefit, you must have our written approval to meet the expenses before they are incurred. The Rehabilitation benefit is payable only once in relation to the same or related cause.

# **Mental Disorder Discount option**

This option allows you to reduce your *Premiums* by electing not to receive any benefits if you were to suffer a *Mental Disorder*. Once you have selected this option it cannot be removed for the life of your policy.

# Zurich Business Expenses Insurance Plus Policy Conditions

These Policy Conditions apply to Zurich Business Expenses Insurance Plus.

Your Policy Schedule shows the Life Insured covered under your policy, lists the Business Expenses benefit, the *Benefit Period*, the *Waiting Period*, the premium structure and any optional benefits provided. Your Policy Schedule also shows the benefit expiry date applying to each insured benefit.

You can apply to increase levels of cover, but only if we accept your application after considering the Life Insured's personal circumstances including health, occupation and pastimes.

We will offer to increase the level of cover each year in line with inflation under the Inflation Indexation benefit unless you request us not to make these offers.

## **Business Expenses benefit**

The Business Expenses benefit is payable after expiry of the *Waiting Period* if, solely as a result of a *Sickness* or *Injury*, while your policy is in force and before the Business Expenses benefit expiry date, the Life Insured:

- is until the expiry of the Waiting Period unable to generate at least 80% of his/her Pre-Disability Business Earnings through personal exertion in his/her Usual Occupation and
- is required to be under the regular care, and following the advice, of a *Medical Practitioner*.

The Business Expenses benefit payable after expiry of the *Waiting Period* will be calculated on a monthly basis as the lesser of:

- the monthly Business Expenses benefit
- Eligible Business Expenses incurred in that month less:
  - Business Earnings received during that month and
  - any other income, net of expenses, produced for you or any other person from any source as a result (directly or indirectly) of the provision of the Life Insured's personal services with respect to the covered business and which relate to the period of disability. 'Income' for this purpose includes salaries, fees, bonuses and commissions and the like, but excludes income from any deferred compensation plans, disability income policies or retirement policies.

We will continue to pay you the Business Expenses benefit until any one of the following events occurs:

- the Sickness or Injury giving rise to the claim does not prevent the Life Insured generating his/her Pre-Disability Business Earnings
- · your policy ends
- the death of the Life Insured
- the Life Insured is no longer required to be under the regular care of a Medical Practitioner with regard to treatment for the Sickness or Injury
- the Life Insured is no longer under the care of or ceases to follow the treatment recommended by, a *Medical Practitioner* at such intervals and frequency as will lead to a cure, alleviation or minimisation of the condition causing his/her disability
- the Benefit Period ends.

The *Benefit Period* will be extended if, after the Business Expenses benefit has been paid continuously for 12 months, the total amount paid is less than 12 times the monthly Business Expenses benefit. The *Benefit Period* will be extended:

- · for 12 months or
- until the total amount paid equals 12 times the monthly Business Expenses benefit

whichever happens first.

If you are claiming while outside Australia, we will only continue to pay the Business Expenses benefit if the Life Insured has a medical examination in Australia or in another country by a doctor nominated or approved by us, every 12 months. We will pay for this medical examination, but not for transport to Australia or any other country.

We pay a proportion of the Business Expenses benefit twice monthly when the claim requirements have been provided, with the first payment due 15 days after the *Waiting Period* ends. When the claim ends before the next payment due date, we will pay 1/30th of the Business Expenses benefit for each day less than 15 days.

#### **Funeral benefit**

The Funeral benefit is payable if the Life Insured dies while this policy is in force. We will pay a lump sum of three times the monthly Business Expenses benefit.

If you have both Zurich Income Replacement Insurance Plus or Zurich Special Risk Income Replacement Insurance Plus and Zurich Business Expenses Insurance Plus, we will only pay this benefit once.

# **Inflation Indexation benefit**

The Inflation Indexation benefit protects the value of your insurance cover against the impact of inflation by offering you the opportunity to adjust for this.

Each *Policy Anniversary* prior to the Life Insured's 65th birthday, the monthly Business Expenses benefit can be increased by the percentage increase in the *Consumer Price Index* published for the quarter falling immediately prior to three months before the *Policy Anniversary* over that published for the quarter falling immediately prior to 15 months before that *Policy Anniversary* subject to:

 the monthly Business Expenses benefit cannot be increased to an amount greater than the Life Insured's monthly Eligible Business Expenses averaged over the last twelve months.

Indexation increases will apply automatically while you are entitled to make a claim.

You have the option of rejecting the increase if you do not require it. If you reject the increase, you must tell us in writing within 30 days of receiving the offer.

#### **Exclusions**

No amount will be payable for *Sickness* or *Injury* occurring as a direct or indirect result of any one or more of the following:

- an intentional self-inflicted act
- attempted suicide
- uncomplicated pregnancy or child birth (including participation in an IVF or similar program, normal discomforts such as morning sickness, backache, varicose veins, ankle swelling or bladder problems, giving birth, miscarrying or having an abortion)
- an act of war (whether declared or not)
- any event or medical condition expressly excluded on your Policy Schedule.

# Zurich Superannuation Term Life Insurance Plus Policy Conditions

The issuer of Zurich Superannuation Term Life Insurance Plus is Zurich Australian Superannuation Pty Limited who is the Trustee of the Zurich Master Superannuation Fund (the Fund). The issuer of life insurance under this product (and the administrator of this product) is Zurich Australia Limited (ZAL).

In this section of the Policy Conditions, 'Zurich', 'us', 'our', and 'we' means Zurich Australian Superannuation Pty Limited.

These Policy Conditions apply to Zurich Superannuation Term Life Insurance Plus, and are issued by ZAL to us. They are included here for your information.

Your Policy Schedule shows each Life Insured covered under the policy, lists the Death benefit amount and any optional benefits provided. Your Policy Schedule also shows the benefit expiry date applying to the Death benefit for each Life Insured.

Optional benefits or increases in levels of cover may be applied for, but our acceptance is subject to ZAL's consideration of the Life Insured's personal circumstances including health, occupation and pastimes of the Life Insured.

Levels of cover are automatically increased in line with inflation each year under the Inflation Indexation benefit unless we request ZAL not to make these increases.

Benefits referred to in this part will only be released if you satisfy a condition of release for superannuation law purposes.

#### **Death benefit**

The Death benefit amount is payable to us upon the death of the Life Insured while this policy is in force and prior to the applicable Death benefit expiry date.

# **Terminal Illness benefit**

An advance payment of the Death benefit is payable to us if a Life Insured is diagnosed as terminally ill while this policy is in force and prior to the applicable Death benefit expiry date. 'Terminally ill' means death is likely to occur within 12 months. The amount payable is limited so that the total payable on the terminal illness of that Life Insured under this, and any other insurance policies which ZAL has issued, is \$2,000,000.

#### **Future Insurability benefit**

We have the option to increase the Death benefit and TPD benefit applying for a Life Insured, before his/her 55th birthday, without ZAL's reassessment of his/her personal circumstances, as long as:

- you have not received, nor are entitled to receive, a benefit under this policy in relation to that Life Insured
- ZAL or any other life insurer has not waived or are not waiving, *Premiums* in relation to that Life Insured.

The option can be exercised by you within 30 days of any of the following events, on the terms specified:

(a) If the Life Insured:

- marries
- divorces
- becomes a parent (whether through the birth or adoption of a child),

you can increase the benefit amount by a minimum of \$10.000 and a maximum of the lesser of:

- 25% of the Death benefit or TPD benefit amount applying to that Life Insured when this policy started and
- \$200,000.
- (b) If the Life Insured takes out for the first time or increases, his/her mortgage on his/her principal place of residence, you can increase the benefit amount by the lesser of:
- the amount of the new mortgage or the increase in the mortgage and
- 25% of the Death benefit or TPD benefit amount applying to that Life Insured when your policy started and
- \$200,000.
- (c) If a dependent child of the Life Insured starts secondary school, you can increase the benefit amount by a minimum of \$10,000 and a maximum of the lesser of:
- 25% of your Death benefit or TPD benefit amount applying to that Life Insured when this policy started and
- \$200,000.

#### Restrictions

The accumulative sum of all increases under this benefit cannot exceed the lower of the cover amount applying to that Life Insured when this policy started and \$1,000,000.

In any 12 month period increases are limited to 50% of the cover amount applying to that Life Insured when this policy started.

You cannot increase your TPD benefit amount for a Life Insured if the increase would cause you to exceed ZAL's *Maximum Underwriting Limit*.

ZAL retains the right to confirm the Life Insured's occupation in relation to any increase in the TPD cover amount for a Life Insured and eligibility and *Premiums* in relation to the increased amount will be based on the Life Insured's occupation at the time of increase.

For the first six months after an increase under this benefit:

- Any increased Death benefit amount in relation to a Life Insured is only payable in the event of the Life Insured's Accidental Death
- Any increased TPD benefit amount in relation to a Life Insured is only payable in the event his/her Total and Permanent Disablement is caused by an Accidental Injury.

#### **Advancement of Funeral Expenses**

While a claim for the Death benefit is being settled, ZAL may advance up to \$15,000 of the benefit to us towards payment of funeral expenses. An application for payment of funeral expenses must be made by the person to whom the Death benefit is payable or by another person acceptable to us, and must include a copy of the death certificate and the funeral invoice.

#### Inflation Indexation benefit

The value of your insurance cover is protected against the impact of inflation by automatically increasing the benefit amounts each year.

This benefit applies to the Death benefit and the TPD benefit if included in respect of a Life Insured.

The benefit amount is increased in respect of a Life Insured on each *Policy Anniversary* by the greater of:

- 5% and
- the percentage increase in the Consumer Price Index published for the quarter ending immediately prior to three months before the Policy Anniversary over that published for the quarter ending immediately prior to 15 months before that Policy Anniversary.

You have the option of rejecting our and ZAL's offer to increase the benefit amounts.

#### **Premium freeze**

At any *Policy Anniversary* you may elect to freeze the *Premium* for your policy by notifying ZAL in writing. This causes the *Premium* to remain constant until the first benefit expiry date or until you tell ZAL in writing that you no longer wish to freeze the *Premium*. As the cost of providing cover generally rises each year in line with the age of each Life Insured, the effect of freezing the *Premium* will be to reduce the level of cover each year proportionally for each insured benefit and optional benefit.

#### **Exclusions**

No claim is paid if the Life Insured's death is caused directly or indirectly by an event or condition specified on your Policy Schedule in relation to that Life Insured or by suicide within 13 months of:

- the commencement date of your policy
- the commencement date of any increase in the Death benefit applied for (but only in respect of the increase)
- the latest reinstatement of your policy.

ZAL will waive this exclusion if, immediately prior to the commencement of this policy, you had death cover in relation to the Life Insured which was in force for at least 13 consecutive months (without lapsing and/or reinstatement) with another insurer, and ZAL agreed to replace this cover. The waiver will only apply up to the amount that you had with the other insurer.

## **Benefit adjustments**

The Death benefit applying to a Life Insured is reduced by the amount paid or advanced, under any of the following

- Terminal Illness benefit
- TPD benefits

in relation to that Life Insured. Your *Premium* will be based on the reduced levels of cover from the next premium due date after payment of the relevant benefit.

#### **Conversion option**

Within 30 days of this policy terminating because the Life Insured wishes to convert the cover provided under this policy to a non-superannuation policy, the Life Insured may apply to us, in writing, to issue a new non-superannuation policy. Subject to our approval, ZAL agrees to issue the new policy subject to standard policy issue requirements but ZAL will not reassess the Life Insured's health, occupation and pastimes.

# **Termination of the Superannuation Term Life Insurance benefits**

The benefits set out in this section of your policy terminate in relation to the Life Insured on the first to occur of:

- the death of the Life Insured
- ZAL's receipt of our written notification to terminate this benefit
- the Death benefit expiry date shown on your Policy Schedule
- the termination of your policy (see the Termination of your policy clause on page 3).

# Optional benefits

Your Policy Schedule shows the optional benefits applying under your policy and, if applicable, the benefit amount(s). Your Policy Schedule also shows the expiry date applying to each optional benefit. A Life Insured is only covered for these optional benefits if specified on your Policy Schedule.

#### Total and Permanent Disablement (TPD) option

The TPD benefit amount is payable to us upon the *Total* and *Permanent Disablement* of a Life Insured covered for this benefit. The Life Insured must suffer *Total* and *Permanent Disablement* when this policy is in force and before the applicable benefit expiry date.

However, from the *Policy Anniversary* following the Life Insured's 64th birthday:

- paragraphs (b) and (c) of the definition of *Total and Permanent Disablement* no longer apply and
- the benefit amount is limited to a maximum of \$1,000,000.

If the Life Insured has been engaged in full-time domestic duties in his/her own residence for more than six consecutive months prior to the onset of the *Sickness* or *Injury* leading to *Total and Permanent Disablement* then only paragraphs (a) (c) and (d) of the definition of *Total and Permanent Disablement* apply.

Your Policy Schedule details whether Standard 'Any' Occupation TPD, Standard 'Own' Occupation TPD, Double 'Any' Occupation TPD or Double 'Own' Occupation TPD are provided for a Life Insured and, if so, the benefit amount.

#### Exclusions - TPD benefit

No claim is paid if the Life Insured's *Total and Permanent Disablement* is caused directly or indirectly by:

- · an intentional self-inflicted act or attempted suicide
- any event or medical condition specified on your Policy Schedule in relation to that Life Insured.

#### Double TPD benefit

If the Life Insured is covered for Double 'Any' Occupation TPD or Double 'Own' Occupation TPD (as shown on your Policy Schedule) the amount by which the Death benefit for that Life Insured is reduced as a result of the payment of the Double TPD benefit is reinstated, if:

- the Life Insured survives for 12 months after the date the Double TPD benefit is paid and
- this occurs before the *Policy Anniversary* following the Life Insured's 64th birthday.

The *Premium* in respect of the Death benefit amount reinstated is waived until and including the *Policy Anniversary* following the Life Insured's 64th birthday.

On the *Policy Anniversary* following the Life Insured's 64th birthday, the Double TPD cover will automatically convert to Standard TPD.

# Benefit adjustments

The TPD benefits applying to a Life Insured are reduced by any amount paid under the Terminal Illness benefit in relation to that Life Insured.

Your *Premium* will be based on the reduced levels of cover from the premium due date after payment of the relevant benefit. Where you have more than one TPD option where such a reduction applies, the reduction in cover will be proportional across all such TPD benefits.

# Termination of TPD option

The TPD option terminates in relation to a Life Insured on the first to occur of:

- the payment of the total TPD benefit amount
- the death of the Life Insured
- on receipt of your written notification to terminate this option
- the TPD benefit expiry date shown on your Policy Schedule
- the termination of your policy (see the Termination of your policy clause on page 3).

#### **Accidental Death option**

The Accidental Death benefit amount is payable if a Life Insured covered for this benefit suffers *Accidental Death* which was sustained while both this benefit, and your policy, were in force.

#### Exclusions - Accidental Death benefit

No claim is paid where the *Injury* causing the Life Insured's *Accidental Death*:

- is the result of the Life Insured's suicide or
- is the result of any event specified on your Policy Schedule in relation to that Life Insured.

# Termination of Accidental Death option

The Accidental Death option terminates in relation to a Life Insured on the first to occur of:

- the payment of the Accidental Death benefit amount
- the death of the Life Insured
- on receipt of your written notification to terminate this option
- the Accidental Death benefit expiry date shown on your Policy Schedule or
- the termination of your policy (see the Termination of your policy clause on page 3).

#### **Premium Waiver option**

ZAL will waive your *Premiums* in respect of a Life Insured who is covered by this option, for all benefits under this policy, if the Life Insured is *Totally Disabled* prior to age 70. ZAL will continue to waive the *Premium* in respect of that Life Insured while he/she remains *Totally Disabled*.

In addition, if a Life Insured is involuntarily unemployed other than as a direct result of a *Sickness* or *Injury*, your policy has been in force for the previous 12 months at the time we receive a claim and he/she is registered with an employment agency approved by us, we will waive the *Premium* in respect of that Life Insured for up to three months. A total of three months *Premium* may be waived because of unemployment during the life of your policy.

#### Exclusions - Premium Waiver option

*Premiums* will not be waived in respect of a Life Insured for *Sickness* or *Injury* occurring as a direct result of:

- an intentional self-inflicted act or
- attempted suicide or
- uncomplicated pregnancy or childbirth (including participation in an IVF or similar program, normal discomforts such as morning sickness, backache, varicose veins, ankle swelling or bladder problems, giving birth, miscarrying or having an abortion) or
- an act of war (whether declared or not).

# Termination of the Premium Waiver option

The Premium Waiver option terminates in relation to a Life Insured on the first to occur of:

- the death of the Life Insured
- on receipt of your written notification to terminate this option
- the Policy Anniversary following the 69th birthday of the Life Insured or
- the termination of your policy (see the Termination of your policy clause on page 3).

# Non-Medical Definitions

**Accidental Death** means the Life Insured dies as a result of sustaining bodily injury caused by accidental, violent, external and visible means where death occurs within three calendar months of the *Injury* being sustained.

**Accidental Injury** means bodily injury caused by accidental, violent, external and visible means while this policy is current.

## **Activities of Daily Living are:**

- (1) bathing and showering
- (2) dressing and undressing
- (3) eating and drinking
- (4) using a toilet to maintain personal hygiene
- (5) moving from place to place by walking, wheelchair or with the assistance of a walking aid.

**Average Monthly Pre-Tax Income** means 1/12th of *Pre-Tax Income* in respect of either:

- the previous 12 months
- the previous financial year

at your option.

# **Benefit Period**

For Income Replacement Insurance Plus and Special Risk Income Replacement Insurance Plus Benefit Period means the maximum length of time that we will pay the Income Benefit for when the Life Insured suffers from the same or related Sickness or Injury during the life of your policy. The Benefit Period is shown on your Policy Schedule. All benefits cease, if not earlier, at the Policy Anniversary following the Life Insured's 65th birthday (or for Special Risk Income Replacement Insurance Plus, at the Policy Anniversary following the Life Insured's 60th birthday).

# For Business Expenses Insurance Plus

Benefit Period means the maximum length of time that we will pay the Business Expenses benefit for when the Life Insured suffers from the same or related Sickness or Injury during the life of your policy. The Benefit Period is shown on your Policy Schedule.

**Business** means the entity on which we based our underwriting at the time you applied for your policy.

**Business Earnings** means income earned by your business or professional practice as the result of the Life Insured's personal services.

**Confined to Bed** means that a *Medical Practitioner* states (in writing) that the Life Insured is confined to bed and he/she needs the full-time care of a *Nurse* or *Personal Care Attendant* for more than 2 days in a row.

**Consumer Price Index** means the 'Weighted Average of Eight Capital Cities Index' as published by the Australian Bureau of Statistics or, if that index ceases to be published or is substantially amended, such other index we will select.

### **Direct Family Member** means:

- the Life Insured's legal husband or wife
- a person living with the Life Insured as his/her *Spouse* on a domestic basis in good faith
- the Life Insured's mother, father, mother-in-law, father-in-law or child.

**Eligible Business Expenses** means the Life Insured's share of the expenses and outgoings incurred in running his/her business or professional practice. These may include:

#### Premises

- Cleaning
- Insurance of premises
- Interest & fees on loan to finance premises
- Property rates/taxes
- Rent
- Repairs and maintenance
- Security costs

#### Services

- Electricity
- Fixed telephone and fax lines
- Gas
- Internet Service Provider
- Mobile telephone
- Postage and couriers
- Water and sewerage

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#### Equipment

- Depreciation
- Motor vehicle leasing (excluding taxi)
- Insurance of vehicles and equipment
- Registration of vehicles
- Repairs and maintenance

#### Salaries and related costs

- Salaries of employees who do not generate any business income
- Payroll tax on the above salaries
- Superannuation (SGC) contributions for the above salaries

#### Other eligible expenses

- Account keeping fees
- Accounting and auditing fees
- Bank fees and charges
- Business Insurances
- Professional association membership/fees
- Regular advertising costs

#### • Eligible Business Expenses do not include:

- Any expenses that are not regularly paid or payable
- Cost of goods, merchandise or stock used in your profession, business or occupation
- Depreciation of real estate
- Items of a capital nature such as books, fixtures, fittings and furniture
- Premiums payable on this policy
- Repayment of loan principle
- Salaries and related costs paid to you, members of your family or employees who generate income.

**Eligible Child** means any child of a Life Insured (by birth, marriage or adoption) who has reached their 2nd birthday, but has not yet reached their 18th birthday.

**Full-time Paid Employment** means being employed or self-employed, working 26 hours or more per week and receiving appropriate remuneration.

**Income Benefit** means the percentage of the *Insured*Monthly Benefit you are eligible to receive under the Policy
Conditions.

**Injury** means accidental bodily injury.

**Insured Monthly Benefit** means the amount of benefit you initially apply and are accepted for plus indexation increases (if any).

**Loan Guarantee** means the amount of a business loan which the Life Insured is personally responsible for in relation to the *Business*.

Maximum Underwriting Limit means the maximum cover amount in relation to a benefit or coverage type acceptable by us as determined from time to time. The Maximum Underwriting Limit current at the start of this policy will be detailed in Part 1 of this PDS. Updated limits can be obtained by ringing our Client Service Centre on 131 551.

**Medical Practitioner** means a medical practitioner legally registered to practise in Australia or New Zealand or a medical practitioner legally registered to practise in another country. *Medical Practitioner* does not include you, a Life Insured, a *Spouse* of you or a Life Insured or a relative of any of them. The business partners or employees of you and the relevant Life Insured are also excluded. *Medical Practitioners* do not include other para-medical professions such as chiropractors, physiotherapists or naturopaths.

**Nurse** means a nurse legally registered to practice in Australia or, if we approve, a nurse legally registered to practice in another country. *Nurse* does not include you, the Life Insured, a *Spouse* of you or the Life Insured or a relative of any of them. The business partners or employees of you and the Life Insured are also excluded.

**Personal Care Attendant** means a person upon whose care you are totally dependent and who is not a member of your or your *Spouse's* immediate family or working for you or your *Spouse's* immediate family or working for you or your employer unless they have ceased full-time work or taken leave specifically to care for you.

**Policy Anniversary** means the anniversary of the commencement date shown on your Policy Schedule.

**Post-Disability Income** means the total of the amounts determined in accordance with paragraphs (a) and (b):

- (a) the Life Insured's *Pre-Tax Income* from personal exertion during the relevant month
- (b) other benefits received during the relevant month by way of the following sources as a result of your *Sickness* or *Injury*:
  - other Disability Income policies you did not disclose to us
  - workers compensation or other legislated benefits
  - sick leave.

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For the purposes of this definition, *Pre-Tax Income* from personal exertion is income earned from any occupation, and is not restricted to income from your pre-disability occupation and a Disability Income policy is any individual or group disability insurance policy, including cover under a mortgage repayment policy or credit insurance policy, which pays a regular benefit due to your *Sickness* or *Injury*.

Where these amounts are paid or payable in a lump sum and cannot be allocated to specific months, then 1/60th of the lump sum shall be taken into account each month for a maximum period of five years.

A reduction will not be made if the other payment received is:

- A lump sum or part of a lump sum paid as compensation for pain and suffering or as compensation for loss of use of a limb
- A lump sum Total & Permanent Disablement or Trauma benefit.

A reduction will not be made if during the first three months that you are receiving an *Income Benefit* your *Post-Disability Income* is 10% or less of your *Pre-Disability Income*.

We will only pay benefits where the loss of income is a result of *Sickness* or *Injury*. Where *Pre-Tax Income* from personal exertion has been reduced as a result of causes other than *Sickness* or *Injury*, we will adjust your *Post-Disability Income* so that it solely reflects the loss in income as a result of *Sickness* or *Injury*.

We will take into account available medical evidence (including the opinion of your registered doctor) and any other relevant considerations directly related to your medical condition (including information provided by you), when determining the loss of income as a result of *Sickness* or *Injury*.

**Pre-Disability Business Earnings** means the monthly *Business Earnings* averaged over the 12 months prior to the *Sickness* or *Injury* giving rise to the claim for the Business Expenses benefit.

#### **Pre-Disability Income**

#### If the cover is Agreed Value:

Your monthly *Pre-Disability Income* is the highest of your *Average Monthly Pre-Tax Income* during any consecutive 12 months in the period starting 12 months immediately prior to commencement of this policy and ending when the *Waiting Period* begins.

We will index this amount each year on the anniversary of the date we accepted your claim, by the percentage increase in the *Consumer Price Index* published for the quarter falling immediately prior to claim anniversary over that published for the same quarter in the previous year.

#### If the cover is Indemnity:

Pre-Disability Income means the Life Insured's Average
Monthly Pre-Tax Income during the 12 months
immediately prior to the onset of his/her Sickness or Injury.

We will index this amount each year on the anniversary of the date we accepted your claim, by the percentage increase in the *Consumer Price Index* published for the quarter falling immediately prior to claim anniversary over that published for the same quarter in the previous year.

#### **Premium**

### For Protection Plus and Superannuation Term Life Insurance Plus

Premium includes the premium for the primary benefit and each optional benefit included for each Life Insured covered under this policy, the *Premium* for any increase in benefit, the Management Fee, Stamp Duty and any other Government charges that may be levied from time to time.

# For Income Replacement Insurance Plus and Special Risk Income Replacement Insurance Plus and Business Expenses Insurance Plus

Premium includes the premium for the Insured Monthly Benefit and each optional benefit included under your policy, the Premium for any increase in benefit, the Management Fee, Stamp Duty and any other Government charges that may be levied from time to time.

#### Pre-Tax Income means:

- if the Life Insured does not directly or indirectly own all or part of the business or professional practice from which he/she earns his/her regular income: the salary, wages, fees, commissions, bonuses and other personal exertion income earned by the Life Insured, plus the value of any company benefits received by the Life Insured (for example superannuation contributions or a company car), less any deductions for expenses directly incurred in earning this income or
- if the Life Insured does directly or indirectly own all or part of the business or professional practice from which he/she earns his/her regular income: the gross revenue generated by the Life Insured's business as a result of the Life Insured's personal exertion, plus income earned by the Life Insured from any other source as a result of personal exertion, less *Eligible Business Expenses*.

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**Rehabilitation Program** means a program or plan that:

- is designed to assist you in returning to work either in your own occupation or in any other occupation for which you are suited by training, education or experience and
- has been approved by an appropriately tertiary qualified vocational or rehabilitation specialist.

**Sickness** means sickness or disease which first manifests itself after your policy began. Any sickness or disease that is the direct or indirect result of elective or donor transplant surgery is excluded unless payable under the Elective Surgery benefit.

**Spouse** means the legal or de facto husband or wife and can be of the same sex.

**Total and Permanent Disablement (TPD)** means (a) (b) (c) or (d)

- (a) The Life Insured suffers a 'specific loss' being the entire and irrevocable loss of use of:
  - a hand and sight in one eye
  - a foot and sight in one eye
  - sight in both eyes
  - · one hand and one foot
  - both hands
  - both feet.
- (b) The Life Insured is 'Unable to Work' through Sickness or Injury. 'Unable to Work' means that the Life Insured has been absent from active employment solely as a result of Sickness or Injury for an uninterrupted period of three consecutive months and
  - if the Life Insured is covered for 'Any' Occupation TPD (as shown on your Policy Schedule), the Life Insured solely as a result of *Sickness* or *Injury*, is unlikely to ever work (for reward or otherwise) in his/her profession, business or similar occupation or engage in any other occupation to which he/she is fitted by education, training and experience for the rest of his/her life
  - if the Life Insured is covered for 'Own'
     Occupation TPD (as shown on your Policy
     Schedule), the Life Insured solely as a result of
     Sickness or Injury, is unlikely to ever work (for
     reward or otherwise) in his/her own occupation
     for the rest of his/her life.

(c) The Life Insured has been unable to engage in any normal domestic duties because of *Sickness* or *Injury* for a continuous period of at least three months and we believe after consideration of medical and any other evidence that the Life Insured is incapacitated to such an extent that he/she is unlikely ever to be able to perform normal domestic duties or engage (for reward or otherwise) in any other occupation to which he/she is fitted by way of education, training and experience for the rest of his/her life.

(d) The Life Insured as a result of Sickness or Injury:

- is permanently and totally unable to perform without physical help from someone else, at least two of the five *Activities of Daily Living* or
- suffers cognitive impairment requiring permanent and constant supervision

and has been so disabled for the immediately preceding three calendar months and will continue to be so disabled into the future.

If Special Risk TPD is provided for a Life Insured (shown as an exclusion on your Policy Schedule), then *Total and Permanent Disablement* means (a) or (d).

#### **Totally Disabled** means the Life Insured:

a) prior to the *Policy Anniversary* following his/her 64th birthday:

has been unable to perform his/her usual occupation for a period of six consecutive months and has been throughout the six month period, and continues to be, under the regular care and treatment of or following the advice of, a *Medical Practitioner* and is not engaged in any occupation for wage or profit during the six month period or

b) is unable to perform at least two of the five *Activities* of *Daily Living*.

**Usual Occupation** means, unless you have been unemployed or on long service, maternity or paternity leave for more than 12 consecutive months immediately prior to the *Sickness* or *Injury* causing disability, the occupation predominantly performed in the 12 months prior to the *Sickness* or *Injury*. If you have been unemployed or on long service, maternity or paternity leave for more than 12 consecutive months immediately prior to the *Sickness* or *Injury* then your *Usual Occupation* is any occupation you are capable of performing.

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#### Value of the Business or Valuation of the Business

means a valuation of the Life Insured's financial interest in the *Business* based on the same method of valuation used when you applied and were accepted for cover as provided by an independent qualified accountant or business valuer.

Value of the Key Person to the Business or Valuation of the Key Person to the Business means the total of the Life Insured's remuneration package for that year excluding discretionary benefit, plus their share of net profit distributed by the *Business* in that year as provided by an independent qualified accountant or business valuer.

**Waiting Period** means the number of days that you must wait before being eligible for the *Income Benefit*. The *Waiting Period* is shown on your Policy Schedule.

If the Life Insured returns to full earning capacity for no more than five consecutive days during the *Waiting Period* and the disability recurs, the *Waiting Period* will not start again. We will simply extend the *Waiting Period* by the number of days that the Life Insured was able to work.

You should notify us in writing within 30 days of the *Sickness* or *Injury*. If you notify us after 30 days, the *Waiting Period* will commence from the date that you notified us.

#### For Income Replacement Insurance Plus

If the Life Insured's disability recurs from the same or related cause within 12 months of his/her returning to work, the claim will be considered to be a continuation of the same claim and a further *Waiting Period* will not apply.

If the Life Insured's disability recurs from the same or related cause later than 12 months after he/she returns to work, the claim will be considered to be a continuation of the same claim, but further *Income Benefits* will only be payable after expiry of a further *Waiting Period*.

#### For Special Risk Income Replacement Insurance Plus

If the Life Insured's disability recurs from the same or related cause within six months of his/her returning to work, the claim will be considered to be a continuation of the same claim and a further *Waiting Period* will not apply.

If the Life Insured's disability recurs from the same or related cause later than six months after he/she returns to work, the claim will be considered to be a continuation of the same claim, but further *Income Benefits* will only be payable after expiry of a further *Waiting Period*.

#### For Business Expenses Insurance Plus

If the Life Insured's disability recurs from the same or related cause within 12 months of his/her returning to work, the claim will be considered to be a continuation of the same claim and a further *Waiting Period* will not apply.

If the Life Insured's disability recurs from the same or related cause later than 12 months after he/she returns to work, the claim will be considered to be a continuation of the same claim, but further Business Expenses benefits will only be payable after expiry of a further *Waiting Period* and for no longer than the balance, if any, of the *Benefit Period*.

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### **Medical Definitions**

**Aorta Repair** means the undergoing of vascular surgery to correct any narrowing, dissection or aneurysm of the thoracic or abdominal aorta. Laser therapy, intra arterial procedures and techniques not involving open surgical procedures are excluded.

**Aplastic Anaemia** means the acquired abnormality of blood production, characterised by total absence of normal bone marrow activity.

Benign Brain Tumour means a non-malignant tumour in the brain giving rise to characteristic symptoms of increased intracranial pressure such as headache, papilloedema, mental symptoms, seizures and motor or sensory impairment. The tumour must result in neurological deficit causing at least a 25% impairment of whole person function that is permanent. The presence of the underlying tumour must be confirmed by imaging studies such as Computerised Tomography (CT) scan or Magnetic Resonance Imaging (MRI).

Cysts, granulomas, malformations in or of the arteries or veins of the brain, haematomas, and tumours in the pituitary gland or spine are excluded. Tumours in cranial nerves (eq. acoustic neuroma) are excluded.

**Blindness** means the irrecoverable loss of sight of both eyes as a result of *Sickness* or *Injury*. The extent of the visual loss must be such that the eyesight is reduced to or less than 6/60 central acuity or degree of vision of less than or equal to 20 degrees.

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

Only carcinoma in situ of the following sites is covered:

- cervix uteri the tumour must be classified as Tis
  according to the TNM staging method or FIGO stage
  0 (excluded are Cervical Intraepithelial Neoplasia (CIN)
  classifications including CIN-1, CIN-2, and CIN-3)
- fallopian tube the tumour must be limited to the tubal mucosa and classified as Tis according to the TNM staging method or FIGO Stage 0

- vagina the tumour must be classified as Tis according to the TNM staging method or FIGO stage 0
- vulva the tumour must be classified as Tis according to the TNM staging method or FIGO stage 0
- breast the tumour must be classified as Tis according to the TNM staging method or FIGO stage 0.

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

**Cardiomyopathy** means impaired ventricular function of variable aetiology resulting in significant 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 usual occupation. Cardiomyopathy directly related to alcohol usage or drug abuse is excluded.

**Chronic Kidney Failure** means end stage renal failure presenting as chronic irreversible failure of both kidneys to function as a result of which permanent regular renal dialysis is instituted or renal transplant undertaken.

**Chronic Liver Disease** means end stage liver failure, with the diagnosis based on:

- · permanent jaundice or ascites
- · encephalopathy or liver biopsy.

Liver disease directly related to alcohol usage or drug abuse is excluded.

**Chronic Lung Disease** means end stage lung disease, including interstitial lung disease requiring extensive and permanent oxygen therapy or FEV 1 test results of less than one litre.

Coma means total failure of cerebral function characterised by total unconsciousness and unresponsiveness to all external stimuli, persisting continuously for a period of at least 96 hours with the use of a life support system and resulting in a neurological deficit causing at least a 25% impairment of whole person function that is permanent. Coma directly related to alcohol usage or drug abuse is excluded.

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**Coronary Artery Bypass Surgery** means the actual undergoing of coronary artery bypass surgery which is considered medically necessary to correct or treat coronary artery disease but not including angioplasty, other intra-arterial or laser procedures.

**Deafness** means the total, irreversible and irreparable loss of hearing – both natural and assisted, in both ears as a result of disease, illness or injury as measured by audiogram.

#### **Dementia (including Alzheimer's Disease)**

means the Life Insured has Alzheimer's Disease or other dementia. The diagnosis must confirm permanent irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified. Significant cognitive impairment means a deterioration or loss of intellectual capacity that results in a requirement for continual supervision to protect the Life Insured or others. Dementia as a result of alcohol or drug abuse is specifically excluded.

**Diplegia** means the permanent and total loss of function of both sides of the body due to disease, illness or injury of the brain or spinal cord.

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

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

**Early Stage Prostate Cancer** means the presence of prostate cancer that is histologically described as TNM Classification T1 according to the TNM staging method or a Gleason Score of either 2, 3, 4 or 5.

**Encephalitis** means the severe inflammation disease of the brain resulting in neurological deficit causing at least 25% impairment of whole person function that is permanent.

**Fracture** means any fracture resulting from an accident requiring fixation, immobilisation or plaster cast as treatment of the affected area within 48 hours of the occurrence of the fracture.

**Heart Attack** means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be supported by any two of the following criteria being consistent with a heart attack:

- new confirmatory electrocardiograph (ECG) changes
- diagnostic rise and fall (other than as a result of coronary or cardiac intervention) of cardiac enzyme CK-MB or Troponin I in excess of 2.0ug/l or more or Troponin T in excess of 0.6ug/l
- new pathological Q waves
- satisfactory evidence that the event produced a permanent reduction in the Cardiac Ejection Fraction to 50% or less.

**Heart Valve Surgery** means the undergoing of open heart surgery considered medically necessary to correct or replace cardiac valves as a consequence of heart valve defects or abnormalities that can not be corrected by non surgical techniques or intra-arterial procedures. Repair via valvotomy, catheter, keyhole or similar techniques are specifically excluded.

**Hemiplegia** means the permanent and total loss of function of one side of the body due to disease, illness or injury of the brain or spinal cord.

Loss of Independence means as a result of a disease, illness or injury the Life Insured is unable to perform at least two of the five *Activities of Daily Living* or cognitive impairment that results in the Life Insured requiring permanent and constant supervision. The inability or impairment must have existed continuously for a period of at least three months and be permanent and irreversible.

**Loss of Limbs or Sight** means the entire and irrevocable loss of use of two or more of the sight in one eye, and a hand or a foot.

**Loss of Speech** means the complete and irrecoverable loss of speech – whether aided or unaided, as a result of *Sickness* or *Accidental Injury*. The loss of the ability to speak must be established for a continuous period of 12 months.

**Major Head Trauma** means accidental cerebral injury resulting in permanent neurological deficit causing at least 25% impairment of whole person function that is permanent.

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**Major Organ Transplant** means the actual receipt of a transplant from a human donor of a heart, lung, liver, kidney, pancreas or bone marrow. The transplant of all other organs or parts of organs or any other tissue transplant is excluded.

We will advance 25% of the benefit amount to a maximum of \$25,000 upon confirmation by an appropriate specialist *Medical Practitioner* that the Life Insured has been placed on a waiting list for a major organ transplant that is covered above. The Trauma benefit amount is then reduced for that Life Insured by the amount paid. Once the Life Insured qualifies for a Trauma benefit in accordance with the Policy Conditions the remainder of the benefit will be paid.

Malignant Cancer means the histologically confirmed first diagnosis of a disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of tissue, requiring major interventionist treatment such as radiotherapy, chemotherapy or biological response modifiers, and includes malignant cancers that are completely untreatable.

The term cancer includes:

- leukaemia (other than chronic lymphocytic leukaemia less than RAI Stage 1)
- malignant disease of the lymphatic system such as Hodgkin's Disease.

The term cancer excludes:

- tumours showing the malignant changes of carcinoma in situ, (including cervical dysplasia CIN-1, CIN-2, and CIN-3) or which are histologically described as pre-malignant. (Carcinoma in situ of the breast is covered if it results in the removal of the entire breast. The procedure must be performed specifically to arrest the spread of malignancy, and be considered the appropriate and necessary treatment)
- all skin cancers except invasive melanoma of Clark Level 3 and above or greater than 1.5 mm maximum thickness
- all hyperkeratosis or Basal Cell Carcinoma (BCC) of skin and Squamous Cell Carcinoma (SCC) of skin unless metastasised
- prostate cancers which are histologically described as TNM classifications T1 or are of another equivalent or lesser classification unless resulting in the surgical removal of the complete prostate.

**Medically Acquired HIV** means infection with the Human Immunodeficiency Virus (HIV) which we believe, on the balance of probabilities, arose from one of the following medically necessary events which must have occurred to the Life Insured in Australia by a recognised and registered health professional:

- a blood transfusion
- transfusion with blood products
- organ transplant to the Life Insured
- assisted reproductive techniques
- a medical procedure or operation performed by a doctor or dentist.

HIV infection transmitted by any other means including sexual activity or recreational intravenous drug use is specifically excluded.

A benefit will not be payable in the event that a medical cure for Acquired Immune Deficiency Syndrome (AIDS) or the effects of the HIV virus or in the event of a treatment being developed and approved which makes the HIV virus inactive and non-infectious.

**Mental Disorder** means as a disorder classified in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric association which is current at the start of the period of disability (or such replacement or successor publication or if none then such comparable publication as selected by us).

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

For the purposes of this policy, mental disorders does not include dementia (except where the dementia is related to any substance abuse or dependency), Alzheimer's Disease or head injuries.

Minimally Invasive Cardiac Surgery – Including Coronary Artery Angioplasty means the actual undergoing of thoracoscopic, laparoscopic, 'minimally invasive' or 'keyhole' surgery to treat or repair:

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

Investigative or diagnostic procedures are not included.

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Motor Neurone Disease means the Life Insured has motor neurone disease resulting in the progressing weakness and wasting of the muscles of the body, causing at least a 25% impairment of whole person function that is permanent. (The Chronic Conditions – Advancement on Diagnosis benefit applies to this condition).

**Multiple Sclerosis** means the Life Insured has multiple sclerosis confirmed by Magnetic Resonance Imaging (MRI) scan where the condition is characterised by the demyelination of the brain and spinal cord. There must be more than one episode of well defined neurological deficit with persisting neurological abnormalities and with at least 25% impairment of whole person function that is permanent. (The Chronic Conditions – Advancement on Diagnosis benefit applies to this condition).

**Muscular Dystrophy** means the insured has muscular dystrophy with neurological deficit resulting in at least 25% impairment of whole person function that is permanent. (The Chronic Conditions – Advancement on Diagnosis benefit applies to this condition).

Occupationally Acquired HIV means infection with the Human Immunodeficiency Virus (HIV) where the virus was acquired as a result of an accident occurring during the course of the Life Insured's normal occupation and sero-conversion of the HIV infection must occur within six months of the accident.

HIV infection acquired by any other means including sexual activity or recreational intravenous drug use is excluded.

A benefit will not be payable in the event of a medical cure being found for Acquired Immune Deficiency Syndrome (AIDS) or the effects of the HIV virus or in the event of a treatment being developed and approved which makes the HIV virus inactive and non-infectious.

Any accident giving rise to a potential claim must be reported to us within 7 days of the accident and supported by a negative HIV Antibody test taken after the accident. We must be given access to test independently all the blood samples used.

**Out of Hospital Cardiac Arrest** means cardiac arrest that is not associated with any medical procedure, is documented by an electrocardiogram, occurs out of hospital and is:

- · cardiac asystole or
- ventricular fibrillation with or without ventricular tachycardia.

**Paraplegia** means the permanent and total loss of use of both legs resulting from disease, illness, disease or injury of the brain or spinal cord.

Parkinson's Disease means the Life Insured has Parkinson's Disease where the disease cannot be controlled with medication and shows signs of progressive incapacity with at least a 25% impairment of whole person function that is permanent. Parkinson's Disease as a result of alcohol or drug abuse is excluded. (The Chronic Conditions – Advancement on Diagnosis benefit applies to this condition).

Primary Pulmonary Hypertension means primary pulmonary hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterisation, resulting in physical impairment to the degree of at least Class 3 of the New York Heart Association Classification of cardiac impairment, and resulting in the Life Insured being unable to perform his/her usual occupation. Pulmonary Hypertension in association with chronic lung disease is excluded.

**Quadriplegia** means the permanent and total loss of use of both arms and both legs resulting from disease, illness or injury of the brain or spinal cord.

## Severe Accident or Illness Requiring Intensive Care means an accident or illness that has resulted in:

- the Life Insured requiring continuous mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours a day) in an authorised intensive care unit of an acute care hospital and
- impairment of at least 25% whole person function that is permanent.

**Severe Burns** means tissue injury caused by thermal, electrical or chemical agents causing third degree burns to:

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

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**Stroke** means a cerebrovascular event producing neurological sequela lasting at least 24 hours. This requires clear evidence on a Computerised Tomography (CT), Magnetic Resonance Imaging (MRI) or similar scan that a stroke has occurred and of:

- infarction of brain tissue or
- intracranial or subarachnoid haemorrhage.

Cerebral symptoms due to transient ischaemic attacks, reversible neurological deficit, migraine, cerebral injury resulting from trauma or hypoxia, disturbances of vision or balance due to disease of the eye, optic nerve or the vestibular apparatus of the ear are excluded.

**Triple Vessel Coronary Artery Angioplasty** means the actual undergoing of angioplasty to three or more coronary arteries within the same procedure. Angiographic evidence, indicating obstruction of three or more coronary arteries, is required to confirm that the procedure is medically necessary.

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# Memoranda of Transfer

This Memoranda of transfer can be used to assign the ownership of your policy. It cannot be used to change ownership from or to a superannuation fund. Please contact us if you require further information about assignment of ownership.

#### Instructions

- Policy should be submitted to Stamp Duty Authority in case duty is payable
- On completion of the above please forward your policy to us so we can register assignment
- Future mailing details should be confirmed
- When assignment has been registered we will return your policy to you.

	Memorandum of transfer	Memorandum of transfer	
Date of Transfer (day/month/year)	/ /	1 1	
Signature of Transferor			
Witness			
Transferee's name in full			
Transferee's address			
Transferee's occupation			
Signature of Transferee			
Witness			
Date of Registration of Transfer by Company (day/month/year)	/ /	1 /	
Signature of Principal Officer of Company or Authorised Person			

Zurich Australia Limited ABN 92 000 010 195, AFSLN 232510

Zurich Australian Superannuation Pty Limited ABN 78 000 880 553, AFSLN 232500

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