# BT Life Protection Plans (SuperWrap and SuperWrap Essentials)

Insurance Booklet





Product Disclosure Statement

Dated: 1 December 2008 The Administrator of SuperWrap and SuperWrap Essentials is: BT Portfolio Services Ltd. ABN 73 095 055 208.

The Issuer of SuperWrap and SuperWrap Essentials is: Trust Company Superannuation Services Limited ABN 49 006 421 638.

The Insurer of the BT Life Protection Plans (SuperWrap and SuperWrap Essentials) is: Westpac Life Insurance Services Limited.

BT Insurance is a trademark of BT Financial Group Pty Ltd.

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This Insurance Booklet forms part of the Product Disclosure Statements ('PDSs') for the SuperWrap Personal Super Plan and the SuperWrap Essentials Personal Super Plan (each a 'Plan').

The PDS for the SuperWrap Personal Super Plan is comprised of the SuperWrap Information Brochure, the SuperWrap Investment Options Booklet and this Insurance Booklet. The PDS for the SuperWrap Essentials Personal Super Plan is comprised of the SuperWrap Essentials Information Brochure, the SuperWrap Essentials Investment Options Booklet and this Insurance Booklet.

All documents that form part of the PDS for the Plan you are interested in must be provided to you at the same time by your adviser.

## About the Administrator, Trustee and Insurer

Administrator: BT Portfolio Services Ltd ('the Administrator') ABN 73 095 055 208 Australian Financial Services Licence ('AFSL') Number 233 715

Trustee: Trust Company Superannuation Services Limited ('the Trustee') ABN 49 006 421 638 AFSL No. 235 153 Registrable Superannuation Entity ('RSE') licensee (Licence No. L0000635)

SuperWrap Fund ABN 39 827 542 991 RSE Registration No. R1001327

Insurer: Westpac Life Insurance Services Limited ('the Insurer') ABN 31 003 149 157 AFSL No. 233 728

The Administrator and Insurer each have given and not withdrawn their consent to the Insurance Booklet containing information referable to them in the form and context in which that information appears. The Administrator and Insurer have not caused the issue of the Insurance Booklet and are not responsible for any statements in the Insurance Booklet which are not referable to them.

#### Investment in SuperWrap

BT Portfolio Services Ltd ('BTPS') is a subsidiary of Westpac Banking Corporation ABN 33 007 457 141 ('Westpac'). An investment in, or acquired using SuperWrap or SuperWrap Essentials is not an investment in, deposit with, or any other liability of Westpac or any other company in the Westpac Group. These investments are subject to investment risk, including possible delays in repayment of withdrawal proceeds and loss of income and principal invested. None of the Trustee, Westpac or any other company in the Westpac Group stands behind or otherwise guarantees the capital value or investment performance of any investments in, or acquired through SuperWrap or SuperWrap Essentials.

# → Section A: Important information for BT Life Protection Plans

## Welcome to the BT Life Protection Plans

The range of market leading life insurance covers available through SuperWrap are called the BT Life Protection Plans and include BT Term Life, BT Standalone Total and Permanent Disablement and BT Income Protection.

This range of life insurance products are administered by BT Portfolio Services Ltd, and the covers are provided by Westpac Life Insurance Services Limited which has been providing insurance since 1986, and has over 357,000 customers and annual in-force premiums of \$267 million<sup>1</sup>. Westpac Life Insurance Services Limited and members of the BT Financial Group are wholly owned subsidiaries of Westpac Banking Corporation, which has been providing banking and other financial services to Australians since 1817.

Obtaining insurance cover is simple and easy for the BT Life Protection Plans range, which is offered in a tax effective superannuation environment. Your adviser has the ability to provide you with 'on the spot' insurance quotes and to lodge your application — this means that you can access insurance cover faster.

#### Welcome to insurance on SuperWrap

By applying for insurance through SuperWrap you can benefit from the following features of SuperWrap:

- → the convenience of consolidated reporting. You can view your insurance details online at <u>www.investorwrap.com.au</u> so you always know the status of your insurance and can ensure you have the right type, and amount, of cover. This can become particularly important when there are major life changes such as marriage, a mortgage, or starting a family;
- → your premiums will be automatically deducted from the SuperWrap Cash Account. The automatic drawdown process is in place to ensure insurance premiums are paid if the SuperWrap Cash Account has insufficient funds. This feature will help you ensure your premiums are always paid on time;
- → your adviser will also be able to view all your insurance details on the same system that records your investments. That means your adviser can provide integrated advice as they seek to both grow and protect your wealth; and
- $\rightarrow$  your adviser can track your insurance applications online and keep you updated on their status.

#### Features at a glance $\rightarrow$

The BT Life Protection Plans offer the option of BT Term Life, BT Standalone Total and Permanent Disablement (TPD) and BT Income Protection cover. Below are some of the key features. Go to the page specified for full information on each cover.

	BT Term Life		
Who needs this?	People who want to cover their debt and protect their beneficiaries.		
How does this help you?	A benefit payable <sup>1</sup> on death or terminal illness, with options for additional protection on Total and Permanent Disablement.		
Eligibility	Benefit	Entry age <sup>2</sup>	
	Death & Terminal Illness	15–69	
	Future Insurability	15–54	
	Disability	15–59	
Availability	Benefit	Expiry	
	Death & Terminal Illness	Last Review Date before your 99th birthday.	
	Future Insurability	Last Review Date before your 55th birthday.	
	Disability	Last Review Date before your 65th birthday. Cover reverts to 'General' cover definition which ceases on last Review Date prior to your 99th birthday.	
Key Features	Standard Benefits		
	→ Death: Pays a benefit i	if you die before your death cover ends.	
	→ Terminal Illness: Pays <sup>1</sup> than 12 months.	a benefit if you suffer a terminal illness or condition and are not expected to live more	
	→ Future Insurability: Allo special event occurs.	ows you to increase your Death Benefit without further health evidence when a defined	
	Optional Benefits (available at an additional cost)		
	→ Disability: Pays <sup>1</sup> a ben	efit if you become Totally and Permanently Disabled.	
	→ Buying back your Dea Disability Benefit.	ath Benefit: Allows you to buy back your Death Benefit following a payment of a	
Maximum Cover	Death	No maximum	
Maximum Cover	Death Terminal Illness	No maximum A benefit equal to the Death Benefit	
Maximum Cover	Terminal Illness	No maximum A benefit equal to the Death Benefit	
Maximum Cover			
Maximum Cover	Terminal Illness Disability → Any Occupation → Own Occupation → Home Duties → 'General' cover	A benefit equal to the Death Benefit → \$3 million → \$3 million → \$750,000 → \$1 million	
	Terminal Illness Disability → Any Occupation → Own Occupation → Home Duties → 'General' cover You can increase your cov Whilst your application is b	A benefit equal to the Death Benefit → \$3 million → \$3 million → \$750,000 → \$1 million ver by CPI indexation. being considered you will be provided with free Accidental Death Cover, Accidental TPD	
CPI Indexation Interim Accident	Terminal Illness Disability → Any Occupation → Own Occupation → Home Duties → 'General' cover You can increase your cov Whilst your application is b declined by the insurer (su	A benefit equal to the Death Benefit → \$3 million → \$3 million → \$750,000 → \$1 million ver by CPI indexation.	
CPI Indexation Interim Accident Cover	Terminal Illness Disability → Any Occupation → Own Occupation → Home Duties → 'General' cover You can increase your cov Whilst your application is b declined by the insurer (su If you cease to be a Super-	A benefit equal to the Death Benefit → \$3 million → \$3 million → \$750,000 → \$1 million ver by CPI indexation. being considered you will be provided with free Accidental Death Cover, Accidental TPD ubject to a maximum period of 60 days).	
CPI Indexation Interim Accident Cover Continuation Option	Terminal Illness Disability → Any Occupation → Own Occupation → Home Duties → 'General' cover You can increase your cov Whilst your application is Il declined by the insurer (su If you cease to be a Super Full cover is provided 24 h	A benefit equal to the Death Benefit → \$3 million → \$3 million → \$750,000 → \$1 million ver by CPI indexation. being considered you will be provided with free Accidental Death Cover, Accidental TPD ubject to a maximum period of 60 days). rWrap Account holder you have the option to apply for a similar insurance policy with the	
CPI Indexation Interim Accident Cover Continuation Option Worldwide Cover Easy payment	Terminal Illness Disability → Any Occupation → Own Occupation → Home Duties → 'General' cover You can increase your cov Whilst your application is Il declined by the insurer (su If you cease to be a Super Full cover is provided 24 h	A benefit equal to the Death Benefit → \$3 million → \$3 million → \$750,000 → \$1 million ver by CPI indexation. being considered you will be provided with free Accidental Death Cover, Accidental TPD ubject to a maximum period of 60 days). rWrap Account holder you have the option to apply for a similar insurance policy with the nours a day, anywhere in the world. omatically deducted from the SuperWrap Cash Account to help you ensure your	
CPI Indexation Interim Accident Cover Continuation Option Worldwide Cover Easy payment process	Terminal Illness Disability → Any Occupation → Own Occupation → Home Duties → 'General' cover You can increase your cov Whilst your application is I declined by the insurer (su If you cease to be a Super Full cover is provided 24 h Your premiums will be aut Your insurance costs incl	A benefit equal to the Death Benefit → \$3 million → \$3 million → \$750,000 → \$1 million ver by CPI indexation. being considered you will be provided with free Accidental Death Cover, Accidental TPD ubject to a maximum period of 60 days). rWrap Account holder you have the option to apply for a similar insurance policy with the hours a day, anywhere in the world. omatically deducted from the SuperWrap Cash Account to help you ensure your ude the following: ms, including Stamp Duty (if applicable) <sup>4</sup> ; and	
CPI Indexation Interim Accident Cover Continuation Option Worldwide Cover Easy payment process	Terminal Illness Disability → Any Occupation → Own Occupation → Home Duties → 'General' cover You can increase your cov Whilst your application is b declined by the insurer (su If you cease to be a Super Full cover is provided 24 h Your premiums will be aut Your insurance costs incl → your insurance premiur → monthly insurance adm	A benefit equal to the Death Benefit → \$3 million → \$3 million → \$750,000 → \$1 million ver by CPI indexation. being considered you will be provided with free Accidental Death Cover, Accidental TPD ubject to a maximum period of 60 days). rWrap Account holder you have the option to apply for a similar insurance policy with the hours a day, anywhere in the world. omatically deducted from the SuperWrap Cash Account to help you ensure your ude the following: ms, including Stamp Duty (if applicable) <sup>4</sup> ; and	
CPI Indexation Interim Accident Cover Continuation Option Worldwide Cover Easy payment process	Terminal Illness Disability → Any Occupation → Own Occupation → Home Duties → 'General' cover You can increase your cov Whilst your application is I declined by the insurer (su If you cease to be a Super Full cover is provided 24 h Your premiums will be aut Your insurance costs incl → your insurance premium → monthly insurance adm Your adviser can provide your The Insurer will pay the Act → 160% of your first year → 38% of each year's pre-	A benefit equal to the Death Benefit → \$3 million → \$3 million → \$750,000 → \$1 million wer by CPI indexation. being considered you will be provided with free Accidental Death Cover, Accidental TPD ubject to a maximum period of 60 days). rWrap Account holder you have the option to apply for a similar insurance policy with the hours a day, anywhere in the world. omatically deducted from the SuperWrap Cash Account to help you ensure your ude the following: ms, including Stamp Duty (if applicable) <sup>4</sup> ; and ninistration fee of \$6.86 <sup>5</sup> . ou with an exact amount of the insurance premium and other costs applicable to your cover. dministrator (acting on behalf of the Trustee) up to a maximum of either: 's premium, plus 27% of each subsequent year's premium; or emium.	
CPI Indexation Interim Accident Cover Continuation Option Worldwide Cover Easy payment process What does it cost? What commission	Terminal Illness Disability → Any Occupation → Own Occupation → Home Duties → 'General' cover You can increase your cov Whilst your application is I declined by the insurer (su If you cease to be a Super Full cover is provided 24 h Your premiums will be aut Your insurance costs incl → your insurance premium → monthly insurance adm Your adviser can provide your The Insurer will pay the Act → 160% of your first year → 38% of each year's pre- Up to 100% of these amo	A benefit equal to the Death Benefit → \$3 million → \$3 million → \$750,000 → \$1 million ver by CPI indexation. being considered you will be provided with free Accidental Death Cover, Accidental TPD ubject to a maximum period of 60 days). rWrap Account holder you have the option to apply for a similar insurance policy with the hours a day, anywhere in the world. omatically deducted from the SuperWrap Cash Account to help you ensure your ude the following: ms, including Stamp Duty (if applicable) <sup>4</sup> ; and ninistration fee of \$6.86 <sup>5</sup> . ou with an exact amount of the insurance premium and other costs applicable to your cover. dministrator (acting on behalf of the Trustee) up to a maximum of either: 's premium, plus 27% of each subsequent year's premium; or	

1\_A benefit is payable to the Trustee in the event of terminal illness or Total and Permanent Disablement, and the Trustee can pay this benefit only if certain additional conditions are met.

See the 'Conditions of release' sections on pages 12, 16 and 19 for more information.

2\_Entry age is your current age.

BT Standalone Total & Disablement	Permanent	BT Income Protection	
People who are concern debt and loss of income		Anyone who needs to replace	
A benefit payable <sup>1</sup> on becoming Totally and Permanently Disabled. Entry age <sup>2</sup> : Ages 15-59, subject to your occupation category and number of hours you work.		A regular monthly income if you unable to work.	
		Entry age <sup>2</sup> : Ages 17-54. If you work in a professional, up to age 59.	
Expiry: Last Review Date birthday. Cover reverts to definition which ceases of Date prior to your 99th b	o 'General' cover on last Review	Expiry: Last Review Date bef	
There are four different ty definitions depending on protection required, your and other factors. These Any Occupation Own Occupation Home Duties General' cover A limited Death Benefit is ncluded in your Standak benefit of \$10,000 will die while covered and th has not been paid.	a the level of circumstances are called: s automatically one TPD cover. be paid if you	<ul> <li>There are two types of Inco</li> <li>→ Total Disability: A monthly Injury or Sickness and are</li> <li>→ Partial Disability: A monthly you return to work but bed and earning less than befor</li> <li>Choices available to you<sup>3</sup></li> <li>→ Waiting Period: You can of</li> <li>→ Benefit Period: You can of</li> <li>→ Agreed Value or Indemnit pre-determined amount of have your income assesses</li> <li>Other features</li> <li>→ Waiver of premium whilst of</li> <li>→ Income Protection cover of</li> </ul>	
<ul> <li>Any Occupation</li> <li>Own Occupation</li> <li>Home Duties</li> <li>'General' cover</li> </ul>	<ul> <li>→ \$3 million</li> <li>→ \$3 million</li> <li>→ \$750,000</li> <li>→ \$1 million</li> </ul>	You can insure up to 75% of y category — speak to your ad	
Cover and Accidental In	come Protection Cov	ver (depending on which cover	
Insurer (outside of Super	rWrap).		
premiums are always pa	id on time.		
The commissions are pa	aid by us and are not	an additional cost to you. Det	
19		22	
3_Your	occupational categor	y will 4_Your premium lable insurance begi	

determine the choices available

to you. Please see your adviser

for more information.

e their income if they are not working.

ou become disabled because of Sickness or Injury and are

white collar or certain light manual occupations, you can apply

ore your 65th birthday.

#### me Protection Benefits

benefit is payable if you are Totally Disabled because of unable to work.

hly benefit is payable if following a period of Total Disability cause of the Injury or Sickness you are on reduced duties pre you become disabled.

hoose a Waiting Period of 14, 30, 90, 180 or 720 days; hoose a Benefit Period of two years, five years or to age 65; and y: Choose an Agreed Value benefit type and receive a monthly benefit, or choose an Indemnity benefit type and ed at time of claim.

on claim; and

can continue even if you are unemployed. your regular monthly income subject to your occupational lviser about the maximums which apply to you.

you applied for) until your insurance cover is accepted or

ails of the relevant commissions will be set out in the Financial

insurance begins and is recalculated at each Review Date. Your premium depends on a number of factors. For more information see section D.1.2.

4\_Your premium is calculated when your 5\_Figure as at the date of this document, and amount will be indexed according to CPI each subsequent year.

## Things to read first

### **1\_About this Insurance Booklet**

#### a\_The BT Life Protection Plans

This Insurance Booklet contains important information about the following products, which are collectively referred to as the 'BT Life Protection Plans':

- $\rightarrow$  BT Term Life;
- → BT Standalone Total and Permanent Disablement; and
- → BT Income Protection.

Any insured benefit to which you may be entitled will be paid in addition to your SuperWrap Account balance. For tax implications of your insured benefits payment, see the 'Understanding Taxation' section in the 'SuperWrap Personal Super Plan' section of the SuperWrap Product Disclosure Statement or the 'SuperWrap Essentials Personal Super Plan' section of the SuperWrap Essentials Product Disclosure Statement, and page 34 of this Insurance Booklet.

#### b\_Keep this booklet safe

This Insurance Booklet contains important information about the BT Life Protection Plans. However our Policy Document with Westpac Life and the Trust Deed contain the full terms and conditions of these products. You can request a free copy by contacting us. You will be forwarded an Insurance Certificate once your application has been approved. These are all important documents which should be read carefully and kept in a safe place.

## c\_Changes to this Insurance Booklet

The information in this Insurance Booklet may change from time to time. When such a change is not materially adverse, the updated information in this Insurance Booklet will be available to you at any time at <u>www.investorwrap.com.au</u> or by contacting your adviser. You can ask for a paper copy of such information free of charge by contacting us.

#### d\_Insurance Booklet must be received in Australia

The offer made in this Insurance Booklet is only available to persons receiving it (electronically or otherwise) in Australia and applications from outside Australia will not be accepted.

#### e\_ls this product suitable for you

The information in this Insurance Booklet does not take account of your financial situation, objectives or needs. Before acting on any information in this Insurance Booklet, you should consider whether the product is appropriate to your financial situation, objectives or needs.

## 2\_Definitions

In this Insurance Booklet:

- → 'you' or 'your' refers to the member of SuperWrap or SuperWrap Essentials (referred to as an Account holder in the Insurance Booklet)
- → 'we', 'us' and 'our' refers to the trustee of SuperWrap which is Trust Company Superannuation Services Limited (Trustee) or the Administrator (BT Portfolio Services Ltd) on the Trustee's behalf
- → 'Westpac Life' or 'the insurer' refers to Westpac Life Insurance Services Limited
- → 'Review Date' is the anniversary of the date your insurance cover started
- → 'Term Life' refers to the BT Term Life product
- → 'Standalone TPD' refers to the BT Standalone TPD product
- → 'Income Protection' refers to the BT Income Protection product
- → 'SuperWrap' refers to SuperWrap or SuperWrap Essentials
- → 'SuperWrap Account' refers to your SuperWrap Personal Super Plan Account or your SuperWrap Essentials Personal Super Plan Account
- → 'Benefit' refers to a sum insured amount in relation to a particular type of BT Life Protection Plans cover.

#### 3\_How to apply

#### a\_Integrated Insurance and SuperWrap

The BT Life Protection Plans are only available to you through SuperWrap. Please note you cannot apply for these products unless you have, or are applying for a SuperWrap Account.

#### b\_Application form

You can apply for a BT Life Protection Plans product by completing the application form in the back of this booklet, or by completing an online form with your adviser. You must lodge the application form through your adviser.

## c\_Personal Statement

You will also need to complete and lodge a Personal Statement, which asks questions about your health and medical history, occupation, financial information, pursuits, pastimes and other details required to assess an insurance application. In some cases, further information may be required, for example, a medical examination, blood tests or more detailed financial information. Privacy legislation protects your personal information and gives you rights in regard to the way we handle that information. Full information on Privacy can be found in the 'Other important features' section of the SuperWrap and SuperWrap Essentials Information Brochure and on page 35 of this Insurance Booklet. When completing the application form and Personal Statement or providing other information you must comply with the duty of disclosure as outlined in section A.4.

## 4\_Information you must provide - your duty of disclosure

#### a\_Introduction

We have a duty of disclosure when entering into the Policy with Westpac Life for BT Life Protection Plans. You have a similar disclosure obligation when applying to us (the Trustee) for insured benefits under the BT Life Protection Plans.

## b\_What your duty requires

Before you obtain BT Life Protection Plans cover, you must, under the Insurance Contracts Act 1984, disclose to the insurer every matter that you know, or could be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you extend, vary or reinstate your BT Life Protection Plans cover.

### c\_What your duty does not require

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

- $\rightarrow$  that diminishes the risk to be undertaken by the insurer;
- $\rightarrow$  that is of common knowledge;
- $\rightarrow$  that the insurer knows, or in the ordinary course of its business, ought to know;
- $\rightarrow$  as to which compliance with your duty is waived by the insurer.

Your duty of disclosure extends beyond the time of your completion of the application up until the time the insurer accepts the application and issues an Insurance Certificate.

#### d\_Basis upon which cover is issued

Cover is issued by Westpac Life based on the fact you:

- → filled in the application form, Personal Statement and any other form or information we requested, completely and accurately; and
- $\rightarrow$  read and understood the material on these forms.

This will help us determine:

- whether to provide the insurance;
- how much to charge for it; and
- whether any special conditions apply.

If you complete an application online with your adviser, you must ensure that the information provided on the application form, Personal Statement and any other form is true and correct and that you have not withheld any information material to the application. In addition, you must read, check and understand the information submitted to Westpac Life.

If your health, occupation or pastimes have changed between the time you filled in any of the forms required, and the time Westpac Life issues your Insurance Certificate to you, you must tell us.

#### e\_What happens if you do not comply with your duty of disclosure

If you fail to comply with your duty of disclosure and the insurer would not have provided BT Life Protection Plans cover on any terms if the failure had not occurred, the insurer may avoid the cover within three years of providing it. If your non-disclosure is fraudulent, the insurer may avoid the cover at any time.

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

#### 5\_Assessing your application

## a\_What happens after your application is assessed

Once we have received all the required information Westpac Life will assess your application. The level of cover offered may be different to what you applied for. For example, insurance may be offered at a lower benefit amount, at a higher premium<sup>1</sup>, or with certain exclusions applying for certain types of claims. When this happens, Westpac Life will notify you and obtain your agreement before proceeding with the application on these terms. In some cases, Westpac Life will not be able to accept your application for cover at all. We will write and tell you if this occurs.

## b\_Interim Accident Cover

After you have lodged a fully completed application form and Personal Statement and whilst Westpac Life is assessing your application, you will be provided with Interim Accident Cover. For full details of this cover please refer to section C of this Insurance Booklet.

#### **6\_When does your insurance start**

Your insurance cover commences once Westpac Life accepts your application and issues you an Insurance Certificate. The cover commencement date will be specified in your Insurance Certificate.

#### 7\_Protection against inflation

#### a\_Consumer Price Index (CPI)

To protect the value of your benefits against erosion by inflation, Westpac Life will automatically index the amount of your benefits each year on your Review Date in line with increases in the CPI. The increase Westpac Life makes to your benefits will normally be based on the weighted average CPI of eight capital cities combined, published by the Australian Bureau of Statistics or its successor over the 12 month period ending on 31 March each year. It will be applied from the Review Date in the following year.

Benefits under Term Life and Standalone TPD covers are subject to a minimum CPI indexation increase of 3% a year. Where the CPI is less than 3%, the minimum 3% CPI indexation increase will apply.

Benefits under Income Protection cover are also subject to a CPI indexation increase each year (there is no minimum).

#### b\_Opting out of CPI indexation increase

You may decide not to increase your benefits in line with CPI by advising us in writing within 30 days of the Review Date. You may also request in writing that CPI indexation increases never apply again. In this case, Westpac Life may agree to a subsequent request to restart indexation increases, but Westpac Life may ask you for information on your health, occupation or pastimes. If any of these have changed, CPI indexation may not be restarted.

## 8\_When you cease to be a SuperWrap Account holder

If you cease to be a SuperWrap Account holder your insurance cover will be automatically cancelled. However, you will have the ability to take up a continuation option for a separate policy outside of SuperWrap issued by Westpac Life. Refer to section D.4 for more details.

## 9\_Westpac Life Statutory Funds

Westpac Life will place your premiums into a fund called the Westpac Life Insurance Services Limited No.1 Statutory Fund for Term Life and Standalone TPD and a fund called the Westpac Life Insurance Services Limited No.4 Statutory fund for Income Protection. Westpac Life pay your respective benefits from these funds.

## 10\_This cover has no cash value

BT Life Protection Plans do not allow you to share in any profit or surplus, and your cover does not have a surrender or cash value. If you cancel your insurance, you will not be entitled to any payment.

# → BT Life Protection Plans Product Range Section B: BT Term Life

#### Examples of typical life insurance claims<sup>1</sup>

Geoffrey was a small business owner who took out a term life policy for \$1,000,000, 12 years ago, nominating his wife, Vesna, as sole beneficiary. Geoffrey's cover was automatically indexed to the Consumer Price Index (CPI) so that the benefit would keep pace with inflation.

Geoffrey died after becoming ill with melanoma. Vesna lodged a claim with Westpac Life and a payment of \$1,163,775 was made (given that the rest of the policy terms and conditions were satisfied). The automatic CPI increase to Geoffrey's benefit saw his cover increase by \$163,775 over the life of his policy.

As Geoffrey had nominated his wife as his sole beneficiary, Westpac Life were able to pay the claim in a timely fashion, protecting Vesna from financial stress during a time of great grief.

Cause	Skull fractures	Cardio/respiratory failure	Industrial accident
Occupation	Tree Surgeon	Accountant	Chemist
Age at claim	34	65	40
Years in force	4 years	8 years 6 months	13 years
Amount paid	\$365,115	\$852,061	\$374,178

Some examples of life insurance claims paid by Westpac Life:

Source: Claims data from Westpac Life Insurance Services Limited.

## **BT Term Life**

#### 1\_Introduction

Term Life cover is designed to pay a benefit if you die or suffer a terminal illness. Under this cover a benefit will be paid if you die. This is called a 'Death Benefit'. If you suffer a terminal illness, then the insurer will pay the Terminal Illness Benefit to the Trustee. However, the Trustee can only release this insurance payout to you if you also meet a condition of release for superannuation law purposes. If you do not meet a condition of release for superannuation law purposes, then the insurance payout received from the insurer will be paid into your SuperWrap Account and will be fully preserved until you meet a condition of release. See section B.4.2 on page 12 for more details.

For an additional cost, you can add optional Disability cover to your Term Life cover. If you become Totally and Permanently Disabled, an amount called a 'Disability Benefit' will be paid into your SuperWrap Account. However, you will only be able to access these benefits if you meet a condition of release such as the definition of permanent incapacity for superannuation law purposes. So keep this in mind when applying for Disability cover. See section B.6.5 on page 16 for more details.

Benefits	Description	For full details see page
Standard benefits		
Death	Pays a benefit if you die before the Death cover ends.	11
Terminal Illness	Pays <sup>2</sup> a benefit if you suffer a terminal illness or condition and are not expected to live more than 12 months.	12
Future Insurability	Allows you to increase your Death Benefit without further health evidence when a special event occurs.	13
<b>Optional benefits</b>	(available at an additional cost)	
Disability	Pays <sup>2</sup> a benefit if you become Totally and Permanently Disabled (TPD).	14
Buying Back your Benefits	Allows you to buy back your Death Benefit following a payment of a Disability Benefit.	17

1\_For illustrative purposes only. This is a case study of a real life example from a claim paid by Westpac Life, the insurer, for a similar product. Names have been altered and the example demonstrates how this product may be able to aid you in times of need. Your adviser will be able to assist you in determining the appropriate cover for you. 2\_A benefit is payable to the Trustee in the event of terminal illness or Total and Permanent Disablement, and the Trustee can pay benefit only if certain additional conditions are met. See the 'Permanent incapacity' and 'Conditions of release' sections on pages 12, 16 and 19.

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# 2\_Eligibility

## 2.1\_Age limits

Age Limits		
Benefit	Entry age <sup>1</sup>	Expiry age
Death	15–69	The last Review Date prior to your 99th birthday
Terminal illness	15–69	The last Review Date prior to your 99th birthday
Future insurability	15–54	The last Review Date prior to your 55th birthday
Disability	15–59	The last Review Date prior to your 65th birthday. Cover then reverts to 'General' cover which ceases at the last Review Date prior to your 99th birthday.

## 2.2\_When your cover ends

Your Term Life cover continues until the earliest of:

- $\rightarrow$  your death;
- $\rightarrow$  all your covers end (see section B.3.5 below, B.4.7 on page 12 and B.6.10 on page 17);
- → your cover is cancelled because your SuperWrap Account balance is insufficient to meet the insurance premium deduction or any amounts which relate to the cover;
- → your cover is cancelled or avoided as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you prior to Westpac Life's acceptance of risk; or
- $\rightarrow$  the date you cease to be a SuperWrap Account holder.

## 3\_Death cover

## 3.1\_Availability

You can apply for insurance if you are aged from 15 to 69.

## 3.2\_When the benefit will be paid

If you die while covered, a Death Benefit will be paid.

## 3.3\_What will be paid

An amount equal to your Death Benefit as shown in your Insurance Certificate will be paid:

- $\rightarrow$  increased by Future Insurability option increases (see section B.5 on page 13);
- $\rightarrow$  increased by any CPI indexation applied (see section A.7);
- → reduced by any Disability Benefit paid or payable under your BT Life Protection Plans cover; and
- $\rightarrow$  increased by any Death Benefit increases following buy back (see section B.7 on page 17).

## 3.4\_When a benefit will not be paid

A Death Benefit will not be paid if you commit suicide (while sane or insane) within 13 months of the later of:

- $\rightarrow$  your Death cover starting; or
- → for an increase in the Death Benefit, the date the Death Benefit is increased (other than a CPI indexation increase under section A.7); or
- $\rightarrow$  the date your Death cover was last reinstated.

In addition, a Death Benefit will not be paid if death was caused by any event or condition covered by an exclusion shown in your Insurance Certificate.

#### 3.5\_When this cover ends

Your Death cover continues until the earliest of:

- $\rightarrow$  the last Review Date prior to your 99th birthday;
- $\rightarrow$  the date your Death Benefit is paid;
- → the Death Benefit amount is reduced to zero because a Terminal Illness or Disability Benefit has been paid;
- $\rightarrow$  you request your Death cover be cancelled; or
- $\rightarrow$  the occurrence of any event stipulated in section B.2.2 above.

## 4\_Terminal Illness Cover

#### 4.1\_Availability

You may be entitled to a Terminal Illness Benefit as long as you are covered by Death cover.

### 4.2\_When the benefit will be paid

A Terminal Illness Benefit will be paid to your SuperWrap Account if you suffer an illness or condition while you are covered under Death cover, and as a result of this you are not expected to live more than 12 months.

If you become terminally ill, then the insurer will pay the Terminal Illness Benefit to the Trustee. However, the Trustee can only release this insurance payout to you if you also meet a condition of release for superannuation law purposes. If you do not meet a condition of release for superannuation law purposes, then the insurance payout received from the insurer will be paid into your SuperWrap Account and will be fully preserved until you meet a condition of release as set out below.

## Conditions of release

You may access your superannuation in certain circumstances including the following:

- $\rightarrow$  if you reach age 65;
- → if you reach your preservation age and have permanently retired from full or part-time gainful employment;
- $\rightarrow$  if you meet the financial hardship conditions;
- $\rightarrow$  if you qualify on compassionate grounds;
- → if you were a temporary resident of Australia (on a specified class of visa) and have departed Australia permanently;
- $\rightarrow$  if you are suffering from a terminal medical condition; or
- $\rightarrow$  if you meet the definition of permanent incapacity.

Permanent incapacity (superannuation law) in relation to an account holder, means ill-health (whether physical or mental), where the Trustee is reasonably satisfied that you are unlikely, because of the ill-health, to engage in gainful employment for which you are reasonably qualified by education, training or experience.

A Terminal medical condition (superannuation and tax law) exists in relation to an account holder at a particular time if two medical practitioners certify that you are suffering from an illness, or have incurred an injury, that is likely to result in death within 12 months from the date of the certification (the certification period). At least one of the medical practitioners must be a specialist in the area of your illness or injury.

## 4.3\_What will be paid

An amount equal to your Death Benefit at that time will be paid into your SuperWrap Account.

#### 4.4\_What evidence is required

Westpac Life will require a treating registered specialist medical practitioner to confirm in writing their opinion that you have a terminal illness and that you are not expected to live more than 12 months. You must pay for this report. A confirmation of the diagnosis by a registered medical practitioner of Westpac Life's choice may be required.

## 4.5\_When a benefit will not be paid

A Terminal Illness Benefit will not be paid into your SuperWrap Account if the illness or condition giving rise to the claim was caused by an event or condition covered by an exclusion shown in your Insurance Certificate.

#### 4.6\_After a benefit has been paid

After a Terminal Illness Benefit is paid, all benefits under your Term Life cover will end.

### 4.7\_When this cover ends

Your Terminal Illness cover continues until the earliest of:

- $\rightarrow$  the last Review Date prior to your 99th birthday;
- $\rightarrow$  the date your Terminal Illness Benefit is paid;
- → the date the Death Benefit amount is reduced to zero because a Disability Benefit has been paid;
- $\rightarrow$  the date you cancel your Death cover; or
- $\rightarrow$  the occurrence of any event stipulated in section B.2.2 on page 11.

## **5\_Future Insurability Option**

#### 5.1\_Availability

This option enables you to increase the amount of Death Benefit without providing further health evidence when one of the special events listed in section B.5.3 on this page occurs.

The minimum increase per special event is \$25,000 and the maximum increase per special event is listed in section B.5.3 on this page.

#### 5.2\_Applying

You must apply for the increase in writing within 30 days of a special event. You must provide evidence of the event that is satisfactory to Westpac Life.

There can only be one increase in your Death Benefit under the Future Insurability option in any 12 month period. Your premium will increase to reflect the increase in cover. The increased cover does not apply until Westpac Life have confirmed it in writing.

#### 5.3\_Maximum increase of Death Benefit for special events

Special events		Maximum increase per special event
Marriage	You marry (which is recognised by an Australian Court).	The lesser of: → \$200,000; or
A de facto spouse	The first anniversary of you living with another person (of the same or opposite sex) as de facto spouse on a continuous and bona fide domestic basis.	→ 25% of the original Death Benefit.
Birth or adoption	You or your spouse or de facto spouse gives birth to or adopts a child.	
Mortgage	You take out a Mortgage, or increase the original amount borrowed under an existing mortgage, to buy or improve your home. 'Mortgage' means a loan secured by a first mortgage over your principal place of residence. The mortgage must be with a bank, credit union, building society or any other mortgage provider that the insurer agrees to.	<ul> <li>The lesser of:</li> <li>→ \$200,000;</li> <li>&gt; 50% of the original Death Benefit; or</li> <li>&gt; the amount of the new mortgage or increase in the original amount borrowed under an existing mortgage as applicable.</li> </ul>
Salary increase	Your annual salary package increases by at least \$10,000 a year. The salary package does not include irregular payments such as bonuses or commissions that may not continue to be made in future.	<ul> <li>The lesser of:</li> <li>→ \$200,000;</li> <li>→ 25% of the original Death Benefit; or</li> <li>→ five times the annual amount of salary package increase.</li> </ul>
Value of key person in your business increases	You are a key person in your business and your value to the business increases. Your value to the business is your remuneration package, excluding discretionary benefits, plus your share of net profits of the business distributed in the 12 months immediately before the event occurs	<ul> <li>The lesser of:</li> <li> \$200,000; 25% of the original Death Benefit; an increase which is proportionate to the increase in your value to the business; or five times the average annual increase in your gross remuneration package over the 3 years immediately before the event.</li></ul>

An increase under the Future Insurability option will not occur if it would result in the total of all increases in Death Benefits (under all insurance covers provided by Westpac Life either directly or indirectly through a superannuation fund) without health evidence (other than CPI increases) exceeding the lesser of \$1 million and the original Death Benefit amount under the cover you are increasing.

## 5.4\_Evidence required

You must provide copies of the following information with your application for a Future Insurability Benefit increase:

- → Marriage or de facto relationship for marriage the marriage certificate, or for a de facto relationship — confirmation by way of a statutory declaration, from you and your de facto spouse, that you have lived together on a bona fide domestic basis for 12 consecutive months, accompanied by notices issued by a local council, government agency or financial institution which support the statutory declaration
- → Birth or adoption the birth certificate or adoption papers (as applicable), naming you as a parent of the child
- → Mortgage relevant loan and mortgage documents
- → Salary increase written confirmation from the employer of your annual salary package before and after the increase
- → Increase in value of key person sufficient evidence of this, including details of your gross remuneration package, the proportion of net profits of the business distributed to you and the business results and financial statements, in each case for the previous 3 years. For an increase in value of a key person Westpac Life may also request company minutes, audited accounts, tax returns and any other documents to substantiate the increase.

## 5.5\_When you cannot apply

You cannot apply for a Future Insurability increase:

- $\rightarrow$  after the last Review Date on or immediately before your 55th birthday;
- $\rightarrow$  if you have had a Future Insurability increase under this option in the last 12 months;
- → if Westpac Life did not accept the Death Benefit at standard premium rates;
- → for salary increases, if you are self-employed, are a controlling director of the employer or a holding company of the employer, or are able to (directly or indirectly) make or control a decision on the amount of your salary package; or
- → if you have made, or are eligible to make a claim for any benefit under any cover issued by Westpac Life.

## 5.6\_Limits on increased benefits

Any exclusions applying to the Death Benefit will also apply to an increase under the Future Insurability option.

Except for a birth or adoption event, for six months immediately after the commencement date of an increase under the Future Insurability option, the increased amount:

- $\rightarrow$  will only be payable in the event of Accidental death; and
- $\rightarrow$  will not be payable for terminal illness which arises during this period.

'Accidental death' means death as a result of a single event that results in Bodily Injury that is unexpected. This does not include an event that results from sickness or disease. 'Bodily injury' means physical damage to the body sustained as a result of an external traumatic occurrence.

### **Optional benefits**

#### 6\_Disability Cover

#### 6.1\_Availability

If you are applying for Death cover and are aged from 15 to 59, you can also apply to insure yourself for a Disability Benefit.

However, this cover will not be available to people in certain occupations. Your adviser can provide more information based on your individual circumstances.

## 6.2\_Definitions of Total and Permanent Disability (TPD)

If you meet a relevant definition of TPD a Disability Benefit will be paid.

There are four different types of TPD definitions depending on the level of protection required, your circumstances and other factors. These are 'Any Occupation', 'Own Occupation', 'Home Duties' and 'General' cover.

#### **Any Occupation**

Under Any Occupation, Total and Permanent Disability means:

- → An injury or sickness which has prevented you from working for three consecutive months; and
- $\rightarrow$  the three month period has ended before the final Review Date before you turn 65; and
- → in the insurer's opinion, the injury or sickness is likely to prevent you from ever again being able to work in any occupation for which you are reasonably qualified because of education, training or experience, and which would pay remuneration at a rate greater than 25% of your earnings in the last 12 months of work.

'Earnings' is the income earned by your own personal exertion, after deduction of any expenses incurred in earning that income before tax;

Oľ

→ you meet the definition of 'Total and Permanent Disability' under 'General' cover (see below).

#### Additional information

'General' cover will apply if you have permanently retired prior to the TPD event.

#### Own Occupation

Under Own Occupation, Total and Permanent Disability means:

- → An injury or sickness which has prevented you from working for three consecutive months; and
- $\rightarrow$  the three month period has ended before the final Review Date before you turn 65; and
- → in the insurer's opinion, the injury or sickness is likely to prevent you from ever again being able to work in your own occupation.

**'Own occupation'** is taken to mean the occupation that you were last engaged in immediately prior to the event giving rise to a claim;

- or
- → you meet the definition of 'Total and Permanent Disability' under 'General' cover (see below).

#### Additional information

'General' cover will apply if you have permanently retired prior to the TPD event.

## Home Duties

Under Home Duties, Total and Permanent Disability means:

- → An injury or sickness which has prevented you from carrying out all normal household duties for three consecutive months: and
- → the three month period has ended before the final Review Date before you turn 65; and
- → in the insurer's opinion, the injury or sickness is likely to prevent you from ever again being able to carry out all normal household duties.

**'Normal household duties'** means the duties normally performed by a person who remains at home and is not working in a regular occupation for income, including cleaning the house, washing, shopping for food, cooking meals and caring for minor children. For the avoidance of doubt, you will not be considered to be unable to carry out all normal household duties if you are able to perform any one or more of the listed duties; or

→ you meet the definition of 'Total and Permanent Disability' under 'General' cover (see below).

#### 'General' cover

Under 'General Cover, Total and Permanent Disability means:

You have suffered either:

 $\rightarrow$  loss of independent existence, which means as a result of sickness or injury, you:

- have a permanent and irreversible inability to perform, without assistance, any two of the Activities of Daily Living; or
- suffer cognitive impairment that requires permanent and constant supervision, which must be established and the diagnosis reaffirmed after a continuous period of at least 6 months of such impairment;

→ total and permanent loss of use of two limbs, use of one limb and sight in one eye or sight in both eyes.
'Limb' means an arm or leg, including the whole hand or the whole foot.

Definitions of Activities of Daily Living	
Bathing	the ability to shower or bathe.
Dressing	the ability to put on or take off clothing.
Toileting	the ability to use the toilet, including getting on or off.
Mobility	the ability to get in and out of bed and a chair.
Continence	the ability to control bladder and bowel function.
Feeding	the ability to get food from a plate into the mouth.

or

## 6.3\_What Disability Benefit can you apply for

You can apply to insure up to 100% of your Death Benefit, subject to the maximum limits shown in the table below.

Type of cover	Maximum Disability Benefit amount
Any occupation	\$3 million
Own occupation	\$3 million
Home duties	\$750,000
'General' cover	\$1 million

Please note, you are only able to apply for cover under 'Own Occupation', 'Any Occupation' or 'Home Duties' definitions.

Whatever type of Disability Benefit you apply for, on the last Review Date prior to you turning 65, your cover automatically becomes 'General' cover. 'General' cover is subject to a maximum initial amount of \$1 million but this amount can be indexed after that Review Date (see section A.7 for details about indexation).

'Own Occupation' cover is available, for an additional cost, if you are in a professional occupation such as medicine or law (your adviser will be able to tell you which professional occupations are included).

### 6.4\_When this cover applies

This Disability cover will only apply if:

- $\rightarrow$  your application for this cover has been accepted;
- ightarrow you continue to pay premiums for this cover; and
- $\rightarrow$  you continue to have Death cover.

#### 6.5\_When the benefit will be paid

A Disability Benefit will be paid into your SuperWrap Account if you meet the relevant definition of TPD before your Disability cover ends (see section B.6.10 on page 17).

However, the Trustee can only release this insurance payout to you if you also meet a condition of release for superannuation law purposes. If you do not meet a condition of release for superannuation law purposes, then the insurance payout received from the insurer will be paid into your SuperWrap Account and will be fully preserved until you meet a condition of release as set out below. So keep this in mind when applying for this cover.

#### Conditions of release

You may access your superannuation in certain circumstances including the following:

- $\rightarrow$  if you reach age 65;
- → if you reach your preservation age and have permanently retired from full or part-time gainful employment;
- $\rightarrow$  if you meet the financial hardship conditions;
- $\rightarrow$  if you qualify on compassionate grounds;
- → if you were a temporary resident of Australia (on a specified class of visa) and have departed Australia permanently;
- $\rightarrow$  if you suffer from a terminal medical condition; or
- $\rightarrow$  if you meet the definition of permanent incapacity.

Permanent incapacity (superannuation law) in relation to an account holder, means ill-health (whether physical or mental), where the Trustee is reasonably satisfied that you are unlikely, because of the ill-health, to engage in gainful employment for which you are reasonably qualified by education, training or experience.

A Terminal medical condition (superannuation and tax law) exists in relation to an account holder at a particular time if two medical practitioners certify that you are suffering from an illness, or have incurred an injury, that is likely to result in death within 12 months from the date of the certification (the certification period). At least one of the medical practitioners must be a specialist in the area of your illness or injury.

## 6.6\_What will be paid

The amount paid is:

- $\rightarrow$  your Disability Benefit shown in the Insurance Certificate; and
- $\rightarrow$  increased by any CPI indexation (see section A.7).

However, the maximum Disability Benefit on the last Review Date immediately before you turn 65 is \$1 million, which may be indexed after that Review Date in accordance with section A.7.

## 6.7\_When a benefit will not be paid

A Disability Benefit will not be paid if the injury or sickness giving rise to the claim was caused by:

- $\rightarrow$  an intentional self-inflicted injury or attempted suicide (whether while sane or insane);
- ightarrow an event or condition covered by an exclusion shown in your Insurance Certificate; or
- → any event that occurred or any condition that first became apparent before the date the cover commenced (or the Disability cover was last reinstated) which you did not tell us about.

In addition, an increased amount in the Disability Benefit that you applied for will not be paid if the injury or sickness giving rise to the claim happened before the increase and you did not tell us about it.

## 6.8\_When is the injury or sickness taken to have happened

An injury or sickness is taken to have happened when:

- → a registered medical practitioner first gave you advice, care or treatment or recommended that you seek advice, care or treatment for the injury or sickness; or
- → you first had symptoms of the injury or sickness for which a reasonable person in the same circumstances would have sought advice, care or treatment from a registered medical practitioner.

## 6.9\_After a benefit has been paid

After a Disability Benefit is paid the amount of every other benefit under Term Life cover is reduced by the amount paid, and your Disability cover will end.

## 6.10\_When this cover ends

The Disability cover continues until the earliest of:

- $\rightarrow$  the last Review Date prior to the your 99th birthday;
- $\rightarrow$  the date your Disability Benefit is paid;
- → the date the Disability Benefit amount is reduced to zero because a Terminal Illness Benefit has been paid;
- → you request your Disability cover to be cancelled; or
- $\rightarrow$  the occurrence of any event stipulated in section B.2.2 on page 11.

## 7\_Buying back your Death Benefit following a Disability Benefit payment

#### 7.1\_Introduction

This is also known as a 'Disability Buy Back' option.

After a Disability Benefit has been paid (and your Death Benefit has consequently been reduced) you may be able to buy back your Death Benefit after 14 days. You must have elected this option and paid an additional premium before you lodge your claim for the Disability Benefit under this option.

#### a\_Availability

If you are covered for a Disability Benefit, and you are aged from 15 to 59, you can also apply for the Disability Buy Back option.

- → This option can be taken out at any time, but if it is not taken out at the time of your application for Term Life cover you may be subject to further underwriting.
- $\rightarrow$  An additional premium will be charged.

## b\_When the Disability Buy Back applies

14 days after a Disability Benefit has been paid, you can increase the Death Benefit by up to 100% of the Disability Benefit you were paid. You can do this without having to provide further evidence of health, occupation or pastimes, and the original assessment rating and any exclusions will still apply.

If the Disability Benefit reduces the Death Benefit to zero, and your cover is no longer available when this Disability Buy Back option is exercised, Westpac Life will issue new cover available at the time, which Westpac Life believe provides the same or similar benefits.

### c\_The following conditions are placed on the Disability Buy Back option

- $\rightarrow$  You cannot buy back more than the amount of Disability Benefit that has been paid;
- → you can index this Death Benefit, provided Westpac Life are still offering you CPI indexation (see section A.7);
- → the same underwriting assessment and exclusion clauses that applied to your Death Benefit, plus any additional underwriting assessment, will apply to the benefit that is bought back;
- $\rightarrow$  you must continue to meet any minimum premium requirements that are set;
- → you must request the Disability Buy Back in writing within 30 days from the time you become eligible for this benefit (ie 14 days after we pay your claim). The offer lapses and will not be re-offered if Westpac Life does not receive a written request within this 30 day period; and
- $\rightarrow$  you must be alive at the time of the Disability Buy Back application.

# d\_When this Buy Back option ends

This option continues until the earliest of:

- $\rightarrow$  the last Review Date prior to your 65th birthday;
- → the Disability cover to which this option is attached, ends for reasons other than the Disability Benefit payment;
- $\rightarrow$  you request to cancel the Disability cover;
- $\rightarrow$  your insurance cover ends (see section B.2.2 on page 11); or
- $\rightarrow$  you exercise the option.

## 8\_More than one benefit will not be paid at a time

If you suffer an injury or sickness or undergo surgery that would make you eligible to claim for more than one benefit under your Term Life cover, only one benefit will be paid for that injury, sickness or surgery.

# → Section B: BT Standalone Total and Permanent Disablement

# 1\_Introduction

Standalone Total and Permanent Disablement ('TPD') pays the amount of the Disability Benefit should you become Totally and Permanently Disabled. If you become Totally and Permanently Disabled an amount called a 'Disability Benefit' will be paid to your SuperWrap Account. However, the Trustee can only release this insurance payout to you if you also meet a condition of release for superannuation law purposes. If you do not meet a condition of release for superannuation law purposes, then the insurance payout received from the insurer will be paid into your SuperWrap Account and will be fully preserved until you meet another condition of release. So keep this in mind when applying for this Standalone TPD cover. See section B.2.3 below for details on conditions of release.

# 2\_Standalone TPD cover

# 2.1\_Availability

You can apply for this cover if you are aged 15 to 59. However, this cover may not be available to people in certain occupations or if you are working a limited number of hours per week. Your adviser can provide you more information based on your individual circumstances.

# 2.2\_Definitions of TPD

If you meet a relevant definition of TPD a Disability Benefit will be paid.

There are four different types of TPD definitions depending on the level of protection required, your circumstances and other factors. These are called 'Any Occupation', 'Own Occupation', 'Home Duties' and 'General' cover. For these TPD definitions refer to section B.6.2 on page 14.

The maximum limits on the amount of Disability Benefit are shown in the table below.

Type of cover	Maximum Disability Benefit amount
Any occupation	\$3 million
Own occupation	\$3 million
Home duties	\$750,000
'General' cover	\$1 million

Please note, you are only able to apply for cover under 'Own Occupation', 'Any Occupation' or 'Home Duties' definitions.

Whatever type of Disability Benefit you apply for, on the last Review Date prior to you turning 65, your cover automatically becomes 'General' cover. 'General' cover is subject to a maximum initial amount of \$1 million but this amount can be indexed after that Review Date (see section A.7 for details about indexation).

'Own Occupation' cover is available, for an additional cost, if you are in a professional occupation such as medicine or law (your adviser will be able to tell you which professional occupations are included).

# 2.3\_When the benefit will be paid

A Disability Benefit will be paid into your SuperWrap Account if you become Totally and Permanently Disabled before this cover ends (see section B.4 on page 21).

However, the Trustee can only release this insurance payout to you if you also meet a condition of release for superannuation law purposes. If you do not meet a condition of release for superannuation law purposes, then the insurance payout received from the insurer will be paid into your SuperWrap Account and will be fully preserved until you meet a condition of release as set out below. So keep this in mind when applying for this cover.

#### Conditions of release

You may access your superannuation in certain circumstances including the following:

- $\rightarrow$  if you reach age 65;
- → if you reach your preservation age and have permanently retired from full or part-time gainful employment;
- $\rightarrow$  if you meet the financial hardship conditions;
- $\rightarrow$  if you qualify on compassionate grounds;
- → if you were a temporary resident of Australia (on a specified class of visa) and have departed Australia permanently;
- $\rightarrow$  if you are suffering from a terminal medical condition; or
- $\rightarrow$  if you meet the definition of permanent incapacity.

Permanent incapacity (superannuation law) in relation to an account holder, means ill-health (whether physical or mental), where the Trustee is reasonably satisfied that you are unlikely, because of the ill-health, to engage in gainful employment for which you are reasonably qualified by education, training or experience.

A Terminal medical condition (superannuation and tax law) exists in relation to an account holder at a particular time if two medical practitioners certify that you are suffering from an illness, or have incurred an injury, that is likely to result in death within 12 months from the date of the certification (the certification period). At least one of the medical practitioners must be a specialist in the area of your illness or injury.

#### 2.4\_What will be paid

The amount of your Disability Benefit paid is:

- → the Disability Benefit shown in the Insurance Certificate; and
- $\rightarrow$  increased by any CPI indexation as applied (see section A.7).

However, the maximum Disability Benefit on the last Review Date immediately before you turn age 65 is \$1 million, which may be indexed after that Review Date in accordance with section A.7. This is because at this time, your cover automatically becomes 'General' cover.

#### 2.5\_When a benefit will not be paid

A Disability Benefit will not be paid if the injury or sickness giving rise to the claim was caused by:

- $\rightarrow$  an intentional self-inflicted injury or attempted suicide (whether while sane or insane);
- $\rightarrow$  an event or condition covered by an exclusion shown in your Insurance Certificate; or
- → any event that occurred or any condition that first became apparent before the date the cover commenced (or the Disability cover was last reinstated) which you did not tell Westpac Life about.

In addition, an increased amount in the benefit that you applied for will not be paid if the injury or sickness giving rise to the claim happened before the increase, and you did not tell us about it.

The Disability Benefit will not be paid if you do not survive at least 14 days after the relevant event occurred.

#### 2.6\_When is an injury or sickness taken to have occurred

An injury or sickness is taken to have occurred when:

- → a registered medical practitioner first gave the advice, care or treatment or recommended that you seek advice, care or treatment for the injury or sickness; or
- → you first had symptoms of the injury or sickness for which a reasonable person in the same circumstances would have sought advice, care or treatment from a registered medical practitioner.

# **3\_Limited Death Benefit**

#### 3.1\_Availability

The limited Death Benefit is automatically included in your Standalone TPD cover.

#### 3.2\_When the benefit is paid

A limited Death Benefit will be paid if you die while covered and the Disability Benefit has not been paid.

## 3.3\_What will be paid

We will pay a benefit of \$10,000. This amount is not indexed by CPI.

#### 3.4\_When a benefit will not be paid

A limited Death Benefit will not be paid if you commit suicide (while sane or insane) within 13 months of the later of:

- $\rightarrow$  the commencement date of your Standalone TPD cover; or
- $\rightarrow$  the date your Standalone TPD cover was last reinstated.

## 4\_When this cover ends

Your Standalone TPD cover continues until the earliest of:

- $\rightarrow$  the last Review Date prior to your 99th birthday;
- $\rightarrow$  the date your Disability Benefit is paid;
- → you die;
- → your cover is cancelled or avoided as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you prior to Westpac Life's acceptance of risk;
- → your cover is cancelled because your SuperWrap Account balance is insufficient to meet the insurance premium deduction or amounts which relate to the cover; or
- $\rightarrow$  the date you cease to be a SuperWrap Account holder.

# → Section B: BT Income Protection

#### Examples of typical income protection claims<sup>1</sup>

Harry was a 35 year old married man with two young children. He worked as a project manager in the building industry.

Harry's family returned home from an overseas posting in the middle of Australia's property boom. As a result they took out a large mortgage to buy the family home.

Later Harry was diagnosed with a blood vessel malformation that put pressure on the lower spinal nerves and reduced his mobility. He required surgery and physiotherapy as well as a long period off work for rehabilitation.

Harry had taken out an income protection policy 3 years ago. He claimed against his cover, satisfied all of the policy terms and conditions, and as a result received a monthly benefit payment of \$6,619. Harry's family could then meet the mortgage costs and other expenses during his time off work.

Some other examples of income protection insurance claims paid by Westpac Life:

Cause	Leukaemia	Stroke	Testicular cancer
Occupation	Plumber	Lecturer	Quantity Surveyor
Age at claim	48	52	60
Years in force	8 years	3 years	1 year
Benefit	\$5,451 per month	\$3,319 per month	\$2,295 per month

Source: Claims data from Westpac Life Insurance Services Limited.

## **BT Income Protection**

### 1\_Introduction

Income Protection provides a regular monthly benefit if you become disabled because of Sickness or Injury and are unable to work.

However, this cover may not be available for certain occupations or if you are working a limited number of hours per week. Your adviser can provide more information based on your individual circumstances.

There are two types of Income Protection benefits: Total Disability Benefit and Partial Disability Benefit.

Benefits	Description	For more information go to page
Total Disability	A monthly benefit is payable if you are Totally Disabled because of Injury or Sickness and are unable to work.	26
Partial Disability	A monthly benefit is payable if following a period of Total Disability you return to work but because of the Injury or Sickness you are on reduced duties and earning less than before you became disabled.	26

#### 2\_Definitions

For this insurance cover some words and terms have special meanings:

- a\_Benefit Period means the maximum period of time measured from the end of the Waiting Period for which a benefit entitlement in respect of any one Injury or Sickness may continue to accrue (subject to recurrent disability under section B.6 on page 27). Your Benefit Period is shown in your Insurance Certificate.
- b\_CPI Indexation Factor means the percentage increase in the Consumer Price Index (CPI) (weighted average of eight capital cities combined) as published by the Australian Bureau of Statistics or its successor over the 12 month period ending 31 March each year. The CPI Indexation Factor will apply for the subsequent year commencing on 1 October.

If the CPI is not published, or is considered by the insurer to be inappropriate, the percentage increase shall be calculated by reference to such other index of inflation as, in the insurer's opinion, most nearly replaces it. If the CPI Indexation Factor is negative, it will be considered to be zero.

1\_For illustrative purposes only. This is a case study of a real life example from a claim paid by Westpac Life, the insurer, for a similar product. Names have been altered and the example demonstrates

how this product may be able to aid you in times of need. Your adviser will be able to assist you in determining the appropriate cover for you. c\_**Doctor** means a person who:

- is a registered medical practitioner in Australia or New Zealand (or is a medical practitioner of another country with qualifications acceptable to Westpac Life); and
- is not:
  - you; or
  - a spouse, de facto partner (including a same sex partner), parent, child, sibling or business partner of yours.

d\_Injury means an accidental bodily injury which is sustained by you after the later of:

- the commencement date of your cover;
- for an increase in the Insured Monthly Disability Benefit, the date Westpac Life increases the Insured Monthly Disability Benefit other than a CPI Indexation increase (see section A.7); or
- the date this cover was last reinstated, but before this cover ends.

Injury also means an accidental bodily injury which was fully disclosed by you and Westpac Life have agreed to cover.

e\_Insured Monthly Disability Benefit is the amount specified as such in your Insurance Certificate.

## f\_Monthly Earnings means:

- if you are not self-employed, the normal monthly value of the remuneration package paid to you by your employer, including salary, superannuation contributions, fees, commissions, regular overtime and bonus payments and packaged fringe benefits.
  - 'Remuneration package' does not include income which is not derived from your personal exertion or activities, such as interest or dividend payments; or
- if you are self-employed:
  - the normal monthly income earned by the business, practice or partnership due to your personal exertion or activities, less
  - your share of the expenses of the business, practice or partnership that were necessarily incurred in producing the normal monthly income.

Monthly Earnings are calculated before deducting income tax.

#### g\_Partial Disability and Partially Disabled mean because of Injury or Sickness causing Total Disability:

- you return to work and are able to perform:
  - one or more of the important income producing duties of your usual occupation, but are unable to perform all of them; or
  - all of the important income producing duties of your usual occupation, but in a reduced capacity; and
- your Monthly Earnings are less than the amount of your Pre-disability Monthly Earnings; and
- you are under the Regular Care of a Doctor.

Important income producing duties mean those duties which could reasonably be considered primarily essential to producing your Monthly Earnings.

Usual occupation means the occupation in which you were last engaged before becoming disabled.

h\_Partial Disability Benefit means the benefit provided under section B.5 on page 26 of this cover.

i\_Post-disability Monthly Earnings means your Monthly Earnings after becoming Partially Disabled.

## j\_Pre-disability Monthly Earnings means:

- if the monthly Benefit Type shown in the Insurance Certificate is 'Indemnity', your highest average Monthly Earnings in any consecutive 12 month period in the 36 months immediately preceding the commencement of Total Disability, increased by the CPI Indexation Factor each Review Date since that date; or
- if the monthly Benefit Type shown in the Insurance Certificate is 'Agreed Value', your highest average Monthly Earnings in any consecutive 12 month period between the two years prior to the commencement date and when the Waiting Period commences, increased by the CPI Indexation Factor each Review Date since that date.

#### k\_Regular Care of a Doctor means you are:

- seeking advice, care and treatment from a Doctor in relation to your Injury or Sickness at such times as is reasonable in the circumstances;
- following the advice, care and treatment of the Doctor; and
- taking all other reasonable measures to avert or minimise any disabling Injury or Sickness.

I\_Sickness means a sickness or disease which first becomes apparent after the later of:

- the commencement date of your Income Protection cover; or
- for an increase in the Insured Monthly Disability Benefit, the date Westpac Life increases the Insured Monthly Disability Benefit (other than a CPI indexation increase under section A.7); or
- the date this cover was last reinstated, but before this cover ends.

Sickness also means a sickness or disease which was fully disclosed by you and Westpac Life has agreed to cover.

A Sickness is taken to have first become apparent when:

- a Doctor first gave you advice, care or treatment or recommended that you seek advice, care or treatment for the Sickness; or
- you first had symptoms of the Sickness for which a reasonable person in the same circumstances would have sought advice, care or treatment from a Doctor.

## m\_Total Disability and Totally Disabled mean:

You are, because of Injury or Sickness:

- unable to perform one or more of the important income producing duties of your usual occupation, and
- not working; and
- under the Regular Care of a Doctor.

This definition applies to occupation categories (as shown in the Insurance Certificate) AA, A or BB during the life of a claim, and, only applies to occupation categories B or C for the first 2 years of a claim, after which, you will need to demonstrate that you are, because of Injury or Sickness:

- unable to perform any occupation for which you are reasonably suited by education, training or experience; and
- not working; and
- under the Regular Care of a Doctor.

Important income producing duties mean those duties which could reasonably be considered primarily essential to producing your Monthly Earnings.

Usual occupation means the occupation in which you were last engaged before becoming disabled.

n\_Total Disability Benefit means the benefit provided under section B.4 on page 26 of this cover.

o\_Waiting Period means the minimum period of time which must elapse from the commencement of Total Disability before any benefit entitlement may accrue. Your Waiting Period is shown in the Insurance Certificate. In general, you must be Totally Disabled throughout the Waiting Period. For example, if you cease to be Totally Disabled at any time during the Waiting Period, the Waiting Period will stop at that point in time. If you again become Totally Disabled then a new Waiting Period will apply.

However, if you return to work for five consecutive days or less during the 30 day Waiting Period (or ten consecutive days or less if the Waiting Period is 90 days or more), the Waiting Period will not stop; instead the number of days you have returned to work will be added to (and count towards) the Waiting Period.

The table below shows the maximum number of consecutive days you can return to work during the Waiting Period.

Waiting Period	Maximum number of days
14 or 30 days	5
90, 180, or 720 days	10

For the purposes of the Partial Disability Benefit:

your Waiting Period will not stop if from the date of Total Disability you are Totally Disabled for at least 14
of the first 19 days of the Waiting Period and Totally or Partially Disabled for the balance of the Waiting
Period, and

if you return to work other than in a partial capacity for 5 consecutive days or less during the 30 day Waiting Period (or ten consecutive days or less if the Waiting Period is 90 days or more), the Waiting Period does not stop; instead those days will be added to (and count towards) the Waiting Period. However, if you return to work in other than a partial capacity for more than five consecutive days during the 30 day Waiting Period (or ten consecutive days if the Waiting Period is 90 days or more), the Waiting Period stops.

## **3\_How Income Protection works**

## 3.1\_What benefit amount can you apply for

You apply for the monthly benefit amount you wish to insure yourself for. You can insure up to 75% of your regular Monthly Earnings. Depending on your occupation and income, there may be maximum monthly benefits for which you can apply in Income Protection cover. See your adviser for more details on any limits on monthly benefits you can apply for.

## 3.2\_Who receives any benefits payable

The monthly Total Disability Benefit will be paid to you by us.

## 3.3\_Options available when applying for Income Protection

## a\_Waiting Period, Benefit Period and Agreed Value or Indemnity Benefit Type

When you apply for Income Protection you will choose a Waiting Period, Benefit Period and either the Agreed Value or Indemnity benefit type (refer to the table below). The premium payable will vary depending on your choices. Your adviser can provide more information based on your individual circumstances.

b\_Choices available to you

Waiting Period	The Waiting Period is the minimum length of time between when you are disabled and when you become eligible for benefit payments. You can choose a Waiting Period of 14, 30, 90, 180 or 720 days (180 and 720 days are available only with the 'to age 65' Benefit Period).
Benefit Period	The Benefit Period is the maximum length of time for which benefits are payable for any one disability. You can choose a Benefit Period of two years, five years or 'to age 65'.
Agreed Value or Indemnity	The main difference between an Agreed Value and an Indemnity benefit type is what we will pay you if your Monthly Earnings have reduced since taking out your insurance. Agreed Value Under the Agreed Value benefit type, we will not reduce the amount you are paid when you are disabled because your Monthly Earnings have been reduced since taking out your Income Protection cover, provided income details were correctly disclosed at the time of application, and the amount you are paid does not exceed 100% of your Monthly Earnings immediately preceding the commencement of Total Disability. Indemnity Under the Indemnity benefit type, if your earnings have been reduced since taking out your lncome Protection cover we may reduce the amount you are paid when you are disabled. The monthly benefit payable, as well as how we allow for amounts you may be paid from other sources in relation to an Injury or Sickness are also different for the Agreed Value and Indemnity benefit types. See section B.4.2 on page 26 for more information.
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## 3.4\_Ages and occupations

You can apply if you are aged from 17 to 54.

If you work in professional, white collar or certain light manual occupations, you can apply up to the age of 59.

For certain occupations, there are limits on the Benefit Periods available for you to choose. In addition, the Income Protection cover may not be available to people in certain occupations or if you are working a limited number of hours per week. Your adviser can provide more information based on your individual circumstances.

# 4\_Total Disability

## 4.1\_When the benefit will be paid

If you are Totally Disabled, a monthly benefit will be paid after the end of your Waiting Period. The benefit will be payable monthly in arrears and you will continue to receive a monthly benefit payment until the earliest of the following:

- → you are no longer Totally Disabled;
- → the end of your Benefit Period; or
- $\rightarrow$  when your Income Protection cover ends (see section B.12 on page 30 for details).

## 4.2\_What will be paid

## a\_Agreed Value or Indemnity

The benefit you receive will depend on whether you have Agreed Value or Indemnity benefit type.

The amount of this benefit is reduced by any limitations on benefits payable (see section B.7 on page 28).

What we will pay when you are Totally Disabled			
Agreed value	The monthly Total Disability Benefit is the lesser of:		
	<ul> <li>→ the Insured Monthly Disability Benefit, increased in accordance with section A.7 and section B.9 on page 29, and</li> <li>→ 100% of your Monthly Earnings immediately preceding the commencement of the Total Disability.</li> </ul>		
Indemnity	<ul> <li>The monthly Total Disability Benefit is the lesser of:</li> <li>→ the Insured Monthly Disability Benefit, increased in accordance with section A.7 and section B.9 on page 29, and</li> <li>→ 75% of your Pre-disability Monthly Earnings.</li> </ul>		

#### b\_When does the benefit accrue

The benefit accrues from the first day of Total Disability after the Waiting Period and is payable monthly in arrears.

The benefit will continue to accrue until:

- $\rightarrow$  the end of your Total Disability;
- → the time when the aggregate of the period for which a Total Disability Benefit was payable to you and any period for which a Partial Disability Benefit was payable to you is equal to the Benefit Period; or
- $\rightarrow$  your Income Protection cover ends (see section B.12 on page 30),

whichever occurs first.

c\_What if I am disabled for less than a month

If you are Totally Disabled for less than a complete month, the amount of the benefit payable for that month will be reduced on a pro-rata basis, based on a 30 day month. You will still need to meet the Waiting Period.

## 5\_Partial Disability

#### 5.1\_What will be paid

A monthly Partial Disability Benefit will be paid if you are Partially Disabled and you meet the Waiting Period.

#### a\_Formula

Your monthly Partial Disability Benefit is calculated as follows:

The monthly Total	×	Pre-disability Monthly Earnings minus Post-disability Monthly Earnings
Disability Benefit		Pre-disability Monthly Earnings

If you are continuously disabled for the first 3 months immediately after the end of the Waiting Period, and the Post-disability Monthly Earnings while Partially Disabled are less than or equal to 20% of Pre-disability Monthly Earnings, the monthly Total Disability Benefit will be paid for the first three months. The amount of this benefit is reduced by any limitations on benefits payable (see section B.7 on page 28).

## b\_When does the benefit accrue

The benefit accrues from the first day of Partial Disability after the Waiting Period and is payable monthly in arrears. The benefit will continue to accrue until the earliest of:

- → the end of your Partial Disability;
- → the time when the aggregate of the period for which a Partial Disability Benefit was payable to you and any period for which a Total Disability Benefit was payable to you is equal to the Benefit Period; or
- $\rightarrow$  your Income Protection cover ends (see section B.12 on page 30),

whichever occurs first.

c\_What if I am Partially Disabled for less than a month

If you are Partially Disabled for less than a complete month, the amount of the benefit payable for that month will be reduced on a pro-rata basis, based on a 30 day month.

## 6\_Total or Partial Disability that reoccurs

## 6.1\_When will a new Waiting Period or Benefit Period apply

a\_Benefit Periods of two and five years

For Benefit Periods of two and five years as shown in the Insurance Certificate, the Waiting Period will not apply, if, within six months after a Total Disability Benefit or a Partial Disability Benefit ceases to be payable, you suffer Total Disability or Partial Disability from the same or a related Injury or Sickness. The successive periods when benefits were payable are added together to determine when the Benefit Period has ended.

For Benefit Periods of two and five years as shown in the Insurance Certificate, a new Waiting Period and a new Benefit Period will apply if:

- → at least six months after a Total Disability Benefit or a Partial Disability Benefit ceases to be payable, you suffer Total Disability or Partial Disability from the same or a related Injury or Sickness, and
- → either:
  - the Benefit Period for the previous period of Total Disability or Partial Disability had not ended; or
  - you had returned to work and performed the full duties of your usual occupation for your usual Monthly Earnings for at least six consecutive months after a Total Disability Benefit or a Partial Disability Benefit ceased to be payable.

Otherwise, no benefit is payable.

## b\_Benefit Period 'to age 65'

For Benefit Period 'to age 65' as shown in the Insurance Certificate, the Waiting Period will not apply, if within 12 months after a Total Disability Benefit or a Partial Disability Benefit ceases to be payable, you suffer Total Disability or Partial Disability from the same or a related Injury or Sickness.

For Benefit Period 'to age 65' as shown in the Insurance Certificate, a new Waiting Period and a new Benefit Period will apply if:

- → at least 12 months after a Total Disability Benefit or a Partial Disability Benefit ceases to be payable, you suffer Total Disability or Partial Disability from the same or a related Injury or Sickness, and
- $\rightarrow$  either:
  - the Benefit Period for the previous period of Total Disability or Partial Disability had not ended; or
  - you had returned to work and performed the full duties of your usual occupation for your usual Monthly Earnings for at least 12 consecutive months after a Total Disability Benefit or a Partial Disability Benefit ceased to be payable.

Otherwise, no benefit is payable.

## 7\_Limitations on benefits payable

### 7.1\_General

- $\rightarrow$  No benefit will be payable after the Benefit Period has ended.
- $\rightarrow$  All benefits cease to be payable when the cover ends (see section B.12 on page 30).
- → If Total Disability or Partial Disability is caused by more than one Injury or Sickness, a benefit will only be paid in respect of one Injury or Sickness at any one time.

## 7.2\_Total Disability Benefit and Partial Disability Benefit

# a\_Offsets

The amount of the monthly Total Disability Benefit or Partial Disability Benefit may be reduced or recovered from you if any amounts are paid by the sources referred to in this section. These offsets are applied differently depending on the occupational category you are in. To find out which occupational category you are in, please speak to your adviser.

# Generally for occupational categories AA and A (and for Income Protection — Agreed Value benefit type only) the following applies:

The amount of the monthly Total Disability Benefit or Partial Disability Benefit may be reduced or recovered from you if any amounts are paid by the following sources:

- → any common law payments relating to Sickness or Injury; or
- → regular payments from an existing superannuation fund or other existing insurance policies, made in respect of Injury or Sickness, but only if that policy was not disclosed to us before Westpac Life issued this Income Protection cover or before Westpac Life agreed to any increase in the benefit amount under this cover (including regular payments which are converted to a lump sum).

# For all other occupational categories (regardless of whether it is Income Protection — Agreed Value or Indemnity benefit type) the following applies:

The amount of the monthly Total Disability Benefit or Partial Disability Benefit may be reduced or recovered from you if any amounts are paid by the following sources:

- → workers' or motor accident compensation or other compensation under common law relating to Injury or Sickness; or
- → regular payments from another superannuation fund or other existing insurance policies, made in respect of Injury or Sickness, but only if that policy was not disclosed to us before Westpac Life issued insurance cover or before Westpac Life agreed to any increase in benefit amount under this cover (including regular payments which are converted to a lump sum).

#### b\_Further offsets for the Indemnity benefit type

If the monthly Benefit Type in the Insurance Certificate is 'Indemnity', the amount of the monthly Total Disability Benefit or Partial Disability Benefit may also be reduced or recovered from you if any amounts are paid from the following sources:

- → under legislation, in respect of Injury or Sickness;
- → your employer, partnership or business; or
- $\rightarrow$  sick leave payments.

#### c\_Sources not included

The above sources do not include:

- → payments made as compensation for pain and suffering or the loss of use of part of the body;
- $\rightarrow$  lump sum Total and Permanent Disablement, trauma or terminal illness payments;
- → payments made in respect of the Injury or Sickness from business expense insurance policies; or
- $\rightarrow$  an entitlement to paid sick leave that is not taken.

## d\_Limits on total amounts payable

The reduction in benefit will be such that the reduced benefit that is paid, when combined with the income from other sources (and the reduced Monthly Earnings for Partial Disability), does not exceed 75% of Predisability Monthly Earnings for Total Disability (or 100% of Pre-disability Monthly Earnings for Partial Disability).

If you receive any amount as outlined above that includes an amount for loss of income resulting from your disability for any period the insurer has paid, or will pay benefits under your cover, you must, on demand repay either the benefits you have been paid or the amount you have been awarded for loss of income, whichever is lower. Westpac Life can also choose to reduce any amounts they pay in the future to recover such overpayments.

## 7.3\_Lump sums and non-monthly payments

Any of the amounts referred to in section B.7.2 on page 28 which are paid as a lump sum, or at periods other than monthly, will be converted to an equivalent monthly amount of 1/60th of the lump sum over a period of 60 months.

## 8\_When you will not be paid

A benefit will not be paid:

- $\rightarrow$  if the Injury or Sickness giving rise to the claim is caused by:
  - an act of war (whether declared or not);
  - intentional self-inflicted injury (while sane or insane);
  - attempted suicide (while sane or insane);
  - normal and uncomplicated pregnancy and childbirth; or
- $\rightarrow$  for any other specific exclusions which are included in the Insurance Certificate.

## 9\_Your monthly benefit payments and indexation

## a\_Increasing the amount of the benefits by the CPI

Without further evidence of your insurability, each year on the Review Date, your Insured Monthly Disability Benefit will be increased by the CPI Indexation Factor applying at that Review Date, subject to the following:

- → you may decide to reject some or all of an indexation increase in any one year. You must reject the increase in writing and the insurer must receive it prior to the Review Date on which the increase was made. This does not affect future offers of indexation increases; and
- → you may request in writing for indexation increases to never apply again under this cover. This will apply from the date we receive your request. You may subsequently request that indexation increases recommence although we are not obliged to agree to your request.

## b\_Indexation while you are receiving a benefit

If you are receiving benefits on any Review Date, the Insured Monthly Disability Benefit will be indexed on each Review Date by the CPI Indexation Factor.

# 10\_Other features

## a\_Payment of premium while on claim

For Income Protection cover, the proportion of any premium, stamp duty or other amount that falls due during any period in which we are paying you a Total Disability Benefit or Partial Disability Benefit will be waived.

## b\_Income Protection cover can continue if you are unemployed

If you are unemployed for reasons other than Total Disability or you take leave without pay, parental or sabbatical leave for 12 months or more immediately before suffering Total or Partial Disability, you will only be considered Totally or Partially Disabled if, solely because of Injury or Sickness, you are:

- $\rightarrow$  unable to perform any occupation for which you are reasonably suited by education, training or experience;
- → not working; and
- $\rightarrow$  under the Regular Care of a Doctor.

Income Protection cover will continue, provided premiums and any other amounts due are paid on time. Unemployment does not include permanent retirement from the workforce.

# **11\_General limitations**

- → If you are disabled by more than one Sickness or Injury at the same time, you will receive benefits in relation to only one of these conditions.
- $\rightarrow$  No benefit will be payable after your Benefit Period has ended.
- $\rightarrow$  Only one benefit is payable at any time.

## 12\_When your Income Protection cover ends

Your Income Protection cover continues until the earliest of:

- $\rightarrow$  the last Review Date prior to your 65th birthday;
- → your cover is cancelled because your SuperWrap Account balance is insufficient to meet the insurance premium deduction or any amounts which relate to the cover;
- → you retire or cease gainful employment (unless you intend to return to gainful employment) for any reason other than due to Total or Partial Disability;
- → your cover is cancelled or avoided as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you prior to Westpac Life's acceptance of risk; or
- $\rightarrow$  your death;
- $\rightarrow$  you request your Income Protection cover to be cancelled;
- $\rightarrow$  the date you cease to be a SuperWrap Account holder.

No benefits will be payable following the ending of your cover.

# → Section C: Interim Accident Cover

# 1\_Introduction

Interim Accident Cover is provided while Westpac Life is considering your application for BT Life Protection Plan cover. This cover is provided on the terms and conditions set out in this section. You do not have to pay an extra premium for this cover. To the extent that they are relevant, the conditions in the BT Life Protection Plan cover for which you have applied that relate to payment of a claim apply to your Interim Accident Cover. Unless otherwise stated, terms used in this section have the same meaning as in the relevant BT Life Protection Plan you have applied for.

## 2\_Commencement of Cover

Interim Accident Cover commences when a fully completed application form and Personal Statement have been received by Westpac Life, and your SuperWrap Cash Account balance is above zero. In addition, if your application is submitted electronically by your adviser, Interim Accident Cover commences when the signed application is received by Westpac Life.

## 3\_Period of cover

Interim Accident Cover will end on the earliest of the following:

- $\rightarrow$  60 days from the date this cover commences;
- → the date Westpac Life accepts or declines the application for that BT Life Protection Plans cover;
- → in respect of each Interim Accident Cover, the date you withdraw your application for that BT Life Protection Plans cover; or
- $\rightarrow$  the date Westpac Life advises that Interim Accident Cover has ended.

## 4\_Cover provided

## a\_Accidental Death Cover

The lesser of \$1,000,000 and the amount of the Death Benefit applied for, is payable should you die as a result of an Accident whilst the Interim Accident Cover is in force.

## b\_Accidental Total and Permanent Disability Cover

The lesser of \$1,000,000 and the amount of the Disability Benefit applied for, is payable should you become Totally and Permanently Disabled as a result of an Accident whilst the Interim Accident Cover is in force.

The Total and Permanent Disability definition that applies is either 'Own Occupation', 'Any Occupation' or 'Home Duties', based on the information provided in your application form. If you meet the relevant definition of TPD, the Disability Benefit will be paid into your SuperWrap Account.

However, the Trustee can only release this lump sum insurance payout to you if you also meet a condition of release for superannuation law purposes. If you do not meet a condition of release for superannuation law purposes, then the insurance payout received from the insurer will be paid into your SuperWrap Account and will be fully preserved until you meet a condition of release. See section B.6.5 on page 16 for more details.

## c\_Accidental Income Protection Cover

The lesser of \$5,000 per month and Insured Monthly Disability Benefit you applied for under BT Income Protection is payable, should you become Totally Disabled as a result of an Accident whilst the Interim Accident Cover is in force. The benefit accrues from the end of the Waiting Period shown in your Insurance Certificate for Income Protection and ceases to accrue at the earliest of either the end of the Total Disability or six months from the end of the Waiting Period.

## 5\_Accident and Bodily Injury

Accident and Bodily Injury have the following meanings:

a\_Accident

A single event that results in Bodily Injury that is unexpected. This does not include an event that results from sickness or disease.

b\_Bodily Injury

Physical damage to the body sustained as a result of an external traumatic occurrence.

## **6\_Exclusions**

A benefit under Interim Accident Cover will not be paid if the death or disability is caused directly or indirectly:

- $\rightarrow$  by an intentional self-inflicted act or attempted suicide (whether sane or insane);
- → by an Accident while you are under the influence of alcohol or non-prescription drugs or drugs taken in excess of prescribed amounts;
- $\rightarrow$  by an act of war (whether declared or not) except where you die on war service;
- → by you engaging in any sport, pastime or occupation for which Westpac Life would not normally provide cover at standard rates; or
- → by any condition that you knew about or should have reasonably known about before applying for cover.

## 7\_Claims

Only one Interim Accident Cover will be paid in respect of any one Accident. You will be required to meet the cost of obtaining medical evidence that is required for the payment of a cliam. At the discretion of Westpac Life, the costs of further medical evidence may be borne by Westpac Life.

If you are eligible to make a claim under this cover, it will not prevent your application for BT Life Protection Plan cover from being assessed. However, your change in health will be taken into account when assessing your application and your application may be declined, or special loadings, conditions and exclusions may be applied.

# → Section D: Additional Information for BT Life Protection Plans

#### 1\_Premiums and other costs 1.1\_Introduction

This section applies to all BT Life Protection Plans cover.

# 1.2\_Premiums

a\_Calculation of premiums For each BT Life Protection Plans cover that you have, the premium and any other charges (see section below) make up the cost of your insurance cover.

The premium depends on a variety of factors, including:

- the type of insurance you have, including any optional cover
- the amount of insurance you have (including CPI indexation increases)
- your age, gender, smoking status, health, occupation, pastimes, and pursuits
- how long you have had your insurance
- the insurance administration fee (referred to as a Policy fee in your statement and correspondence)
- Westpac Life's standard scales of premium rates
- stamp duty (if applicable)
- Benefit Period and Waiting Period (Income Protection only)
- any discount factors applying, and
- any loading specified in your Insurance Certificate.

Your premium is calculated when your insurance begins and recalculated at each Review Date. Your premium will generally increase with age. You will be notified of your new premium in writing before each Review Date. Westpac Life also calculates your premium if you request any changes to your insurance (e.g. an increase in benefit). In this case, Westpac Life will confirm your new premium in writing.

Copies of Westpac Life's standard premium rates for each type of insurance are available upon request. Your adviser can give you an illustration of the cost of the insurance cover you might require.

# b\_Insurance administration fee

(also referred to as a Policy fee) Each monthly premium payment includes a policy fee. At 1 October 2008 this fee (per payment) was \$6.86 per month. This fee increases each year according to the CPI on the Review Date.

## c\_Premium frequency and payment

Insurance premiums will be automatically deducted from your SuperWrap Cash Account on the last business day of each month.

d\_Your SuperWrap Cash Account You and your adviser are responsible for ensuring that sufficient cleared funds are available in your SuperWrap Cash Account to cover your insurance premiums (and other charges, collectively called premiums in this section), while maintaining your SuperWrap Cash Account balance above the minimum required level.

In relation to the insurance premium, there is a facility which sells down your investments in accordance with the applicable drawdown strategy where necessary, to fund these insurance premiums. This means that the insurance premium payments may be processed even if cleared funds are not available. If, at any time, the Administrator determines that you will not have sufficient cleared funds available in your SuperWrap Cash Account to cover insurance premiums as they fall due while maintaining the minimum required balance in your SuperWrap Cash Account, your account will have a 'shortfall' equal to the amount required to fund the insurance premiums and maintain the minimum required balance in your SuperWrap Cash Account.

In the event of a shortfall:

 you instruct the Administrator to sell your investments in accordance with your nominated drawdown strategy or, if there is none, the standing drawdown strategy described below, to the extent necessary to fund the payments and maintain the minimum required balance in your SuperWrap Cash Account.

If you do not nominate a drawdown strategy, or if your nominated drawdown strategy cannot be implemented in respect of your investment holdings at the time of drawdown, you instruct the Administrator to sell your investments in accordance with the standing drawdown strategy. Under this standing strategy, investments are sold in the following order:

- 1\_managed funds, starting with the holding with the highest value
- 2\_listed securities, starting with the holding with the highest value.

Please note in connection with this drawdown facility:

 where you have a Preferred Portfolio (described in the Investment Brochure), you instruct the Administrator to draw down your holdings on a pro-rata basis (by value), across all of your investment holdings, including any holdings that are not included in your Preferred Portfolio (any nominated drawdown strategy and the standing drawdown strategy will not apply)

- transaction fees will not apply to transactions processed under the facility but any listed securities transactions will be placed with the online broker and brokerage will still apply
- managed funds that are illiquid or have withdrawal restrictions should not be included in your drawdown strategy as withdrawals from such managed funds may not be processed under the facility in time to fund the relevant payment, and
- if separate transaction instructions are received by the Administrator or any unrelated payment is processed after a selldown of investments under the facility has commenced, it is possible that the proceeds of the selldown may be appropriated to the subsequent transaction or payment. If this occurs, the payment to which the selldown relates may not be processed.

However if the total value of your SuperWrap Account is insufficient to cover your premiums, your cover may be cancelled.

## e\_Minimum premium

For Term Life cover or Standalone TPD cover, the minimum premium is \$14 per month, plus the insurance administration fee and stamp duty (if applicable). For Income Protection cover, the minimum premium is \$14 per month, plus the insurance administration fee and stamp duty (if applicable).

## f\_Maintaining your insurance

All BT Life Protection Plans products are guaranteed to continue for the term specified, which means that provided your premiums are paid when due from your SuperWrap Cash Account, Westpac Life cannot cancel your insurance even if there is a change in your health, occupation or pastimes.

To maintain your insurance, premiums and any other charges payable must be paid, when they are due. If your premiums or any other amounts payable are overdue Westpac Life will write to you. Your insurance will be cancelled if these amounts are not paid within the timeframe specified.

## g\_Cover reinstatement

BT Life Protection Plans cover that has been cancelled can only be reinstated if your SuperWrap Account remains open, and Westpac Life agrees to your request to do so. All premiums in arrears must be paid in full and Westpac Life may request further medical evidence and impose further conditions before Westpac Life decide to reinstate your cover.

#### h\_Premium rates

Westpac Life can change the premium rates and discount factors. However, Westpac Life can only do this by changing the premium rates and discount factors of all SuperWrap Account holders who have this version of BT Life Protection Plans cover. You will be notified of the premium rate changes. We usually give you 30 days' notice before Westpac Life changes the premium rates and discount factors. In the event of war or invasion involving Australia, you may be given immediate notice.

## 1.3\_Other charges

#### a\_Stamp duty

For Term Life, any stamp duty is currently included in the premium.

For Standalone TPD and Income Protection, stamp duty, licence fees or similar charges payable in respect of your cover must be paid in addition to your premium. The rate of stamp duty varies for each State of Australia and can be changed without notice. Westpac Life will recalculate the amount of stamp duty payable whenever your premium is recalculated. The premium will also vary if the basis of calculating or charging stamp duty on your cover is altered.

#### **b\_Adviser** Remuneration

We may make payments (commission) to an adviser or dealer group for selling this product. The commissions are paid by us and are not an additional cost to you. Details of the relevant commissions will be set out in the Financial Services Guide (FSG) and Statement of Advice (SoA) which your adviser or dealer group will provide to you.

The insurer will pay the administrator (acting on behalf of the Trustee) up to either:

- 160% of your first year's premium, plus 27% of each subsequent year's premium; or
- 38% of each year's premium.

Up to 100% of these amounts can be passed onto your adviser or dealer group.

For example, if your annual premium amount is \$1,000, then up to the following amounts can be paid to your adviser or dealer group:

- \$1,600 in the first year, plus \$270 in each subsequent year; or
- \$380 each year.

c\_You may be required to pay tax and other charges

You may be required to pay taxes, levies or duties which relate to your cover from your SuperWrap Account.

If the level of tax, duties or levies is varied or if additional tax, duties or levies are imposed, you may be required to pay this additional amount. Your cover may be cancelled in accordance with section D.1.2.f if you do not pay this amount from your SuperWrap Account.

# d\_Tax and other charges deducted from benefits

We will deduct from any benefit paid under your cover, any tax, duties or levies we are required by law to deduct.

# 1.4\_Payment of premium while on claim

For Income Protection, Westpac Life will waive the proportion of any premium, stamp duty or other amount that falls due during any period in which we are paying you a Total Disability Benefit or Partial Disability Benefit.

#### 2\_Further Information 2.1\_Notices

We will send notices to the last address that you gave us. We say that you receive a notice on the date that you would have received it in the ordinary course of the mail. If you move, you need to tell us of your new address.

#### 2.2\_Changing your cover

If you change any of the insurance under your cover, Westpac Life will send you written notice of the change.

Westpac Life will show the date that any change starts. Any notice or endorsement the insurer sends you forms part of the Insurance Certificate.

#### 2.3\_Currency

All dollar amounts referred to are in Australian currency.

All claims will be paid in Australian dollars.

**2.4\_Worldwide cover** — **24 hours a day** Full cover is provided at all times, anywhere in the world.

#### 3\_Making a claim

**3.1\_Who to contact** Postal Address

SuperWrap GPO Box 2337 Adelaide SA 5001

SuperWrap Consultants 1300 657 010

Our SuperWrap Consultants will arrange for you to receive any information or forms you need. Otherwise, you can see your adviser for more information.

# **3.2\_How and when to make a claim** a\_Claims under Income Protection

If you are making a claim under Income Protection you must write and tell us within 30 days of your disability. We request you to return all claim forms within 60 days of receiving them.

If you notify us of your disability more than 90 days after the disability occurs, once Westpac Life accepts your claim your payments may start from the later of the date on which we receive your notification and the end of your Waiting Period.

# b\_Claims under Term Life or Standalone TPD

If you are making a claim under Term Life or Standalone TPD you must tell us within six months of the injury, sickness, condition, disability or death occurring.

# 3.3\_Evidence required a\_General

Before Westpac Life will pay a benefit, you must provide satisfactory evidence and the authorities we require for us to obtain further information.

This will include medical evidence from a registered medical practitioner acceptable to us. We may also require proof your age as well as, and if appropriate, proof of your earnings or business expenses. You must provide this evidence at your own expense.

#### b\_Medical Evidence

From time to time you may be required to provide reports or certificates from a Doctor providing your treatment about your continuing disability (if claims are based on overseas reports or certificates, they must be translated into English by a certified translator). You must do so at your own expense.

Westpac Life may also require you to undergo medical examinations or tests by a Doctor we choose. You must allow yourself to be examined at any reasonable time we request. Westpac Life will pay the reasonable costs of such examinations or tests.

#### c\_Proof of age

We can request for proof of your age. You must give us that information. If, when you applied for insurance:

 your age was lower than we were told it was, we will refund you any premium you have paid above what you should have paid plus interest, or  your age was higher than we were told it was, we will reduce your benefit to what it would have been if the premium you paid us was based on your true age.

#### d\_Proof of earnings

We may require you to provide proof of Pre-disability Monthly Earnings and from time to time to provide proof of Postdisability Monthly Earnings in a period for which you are claiming a benefit. The proof required may include income tax returns, accountant's statements or other proof which is acceptable to Westpac Life.

## e\_We rely on the information you provide

Please note that we rely on the information that you provide during a claim. If you act fraudulently, Westpac Life may be able to cancel the cover or any of its benefits and not have to pay any benefits.

# 3.4\_What happens after you make your claim?

For Term Life and Standalone TPD, after you make a claim Westpac Life will assess it having regard to the information provided or obtained. Westpac Life must act reasonably in doing this. In assessing a claim for a Disability Benefit, it will be assumed that you had taken or will take such measures as may have been or as may be or become reasonable to avert or minimise the injury, disease or sickness giving rise to the claim.

#### 3.5\_Payment of claims

For Income Protection, we will start payment of any benefit (including any amounts that have accrued), after Westpac Life has accepted liability to pay the claim. Your benefits will be paid to you monthly in arrears. All payments are made in Australian currency. Should Westpac Life accept liability to pay a claim, this is not a representation that they will continue to accept liability for so long as you are not working. Westpac Life may cease payment of the benefit at any time where they are of the opinion that you are not Totally or Partially Disabled as required by this insurance cover. This right exists irrespective of whether your condition has changed.

#### 4\_Continuation option

The continuation option allows you to apply for a similar insurance policy with Westpac Life (outside of SuperWrap), following the closure of your SuperWrap Account.

You can exercise the continuation option provided that:

- you held BT Life Protection Plans cover at the date you cease to be a SuperWrap Account holder; and
- your continuation form is completed and returned to Westpac Life within 30 days of your SuperWrap Account closing.

Certain terms and conditions of your insurance (eg benefit amount, loadings, exclusions or special conditions) will continue to apply. However, other terms and conditions of the new policy and the applicable premium will be based on those available at the time of your application. For more details please contact your adviser.

#### 5\_Taxation

Information on the following can be found in 'Understanding Taxation' in the 'SuperWrap Personal Super Plan' section of the SuperWrap Product Disclosure Statement or the 'SuperWrap Essentials Personal Super Plan' section of the SuperWrap Essentials Product Disclosure Statement:

- tax deductibility of contributions to SuperWrap
- taxation of contributions within SuperWrap
- taxation of Death and Disability Benefits.

Payments you receive under BT Income Protection cover are normal assessable income. The Trustee will make these payments to you (if applicable) and will deduct the relevant PAYG tax.

#### 6\_Contact details Postal address

SuperWrap GPO Box 2337 Adelaide SA 5001

SuperWrap Consultants 1300 657 010

Online access www.investorwrap.com.au

#### 7\_Privacy information

Your privacy is important to us and we are committed to promoting a privacy policy that will ensure the privacy and security of your information.

By completing the application for BT Life Protection Plans, you consent to us and any other person who is at any time a member of the Westpac Group, which includes BT Financial Group, (Westpac Company) collecting, using, disclosing and handling your personal information in the manner set out in this section.

#### How do we collect your information?

We and other Westpac Companies may collect your information from many places including your application form, correspondence with you or your adviser, our telephone calls with you or you using our website or emailing us. We and other Westpac Companies may also collect your information from each other or from a service provider engaged to do something for us or another Westpac Company. Our service providers typically include custodians, investment administrators, information technology advisers, mailhouses, auditors, legal advisers and consultants.

#### How do we use your information?

We and other Westpac Companies may use your information:

- to establish and administer the financial products and services we or any other Westpac Company provide to you (such as investments, superannuation, insurance or loans);
- for product development, conducting market research and statistical analysis purposes; and
- to provide additional services to you, such as market updates and information on products and services available from us or any other Westpac Company.

Without your personal information, we and other Westpac Companies may be unable to establish and administer your financial arrangements.

#### When do we disclose your information?

Sometimes, a Westpac Company, a service provider or your adviser may be located outside Australia. By applying for the BT Life Protection Plans, you consent to your information being transferred to a person such as this who is outside Australia. We and each Westpac Company may disclose your personal information:

- to each other, our service providers, or a person who acts on your behalf in relation to your investment (such as your adviser);
- as required or permitted by law; or
- with your consent.

# Information about your nominated beneficiaries

You also agree to ensure that any person you nominate as your beneficiary is made aware that:

- you have nominated them as your beneficiary;
- we and other Westpac Companies hold their personal information;
- we and other Westpac Companies will use their personal information in determining to whom and in what proportion your superannuation benefits will be paid upon your death, and to the extent that such information is not provided, we may not be able to pay your death benefits according to your wishes;
- we and other Westpac Companies may disclose their personal information to each other and to third parties (including your adviser) that assist us in the administration of BT Protection Plans or when required or permitted by law to disclose their personal information; and
- they may contact us and request access to their information from us.

#### **Health Information**

If you are applying for life insurance cover through the BT Life Protection Plans, we may be required to collect information regarding you and your family's medical history (health information) so that the BT Life Protection Plans' insurer may assess your eligibility for insurance cover. In turn, the insurer may pass this information to their reinsurers and insurer's contractors and third party service providers to assist them in assessing your eligibility for cover. BT Life Protection Plans' insurer and their reinsurer are required to keep this information confidential but may use the information collected in assessing any claim that you make and may pass this information on to any other party that assists them in assessing your claim. We will only use health information we collect for these insurance purposes or directly related purposes.

If you do not provide this information, your application for insurance or any insurance claim may not be able to be processed.

#### How do you access your information

You can contact us to access the information we hold about you and to tell us if it needs to be updated. We try to give each account holder access to their information on request, but we will tell you if this is not possible.

# If you don't want to receive marketing information from us

You can contact us if you do not want to receive any marketing information from us or any other Westpac Company. A copy of our privacy policy is available on our website or by contacting us.

#### 8\_Replacing your existing cover

If you are intending to replace your existing cover from another insurer, Westpac Life are willing to offer take over terms for individuals if certain requirements are met. Your adviser can provide you with a copy of the applicable take over terms upon request.

# 9\_Complaints

**9.1\_Contact us** If you wish to make a formal inquiry or complaint, please call our SuperWrap Consultants or address it in writing to:

BT Life Protection Plans The Complaints Officer SuperWrap GPO Box 2675 Sydney NSW 2001

Or call

# SuperWrap Consultants 1300 657 010

When we receive your written enquiry or complaint it will be recorded, investigated and acted upon. We will endeavour to respond to a complaint as soon as possible and within 45 days.

#### 9.2\_Superannuation Complaints Tribunal

If you have a complaint about your cover which is not answered within 90 days, you may contact the Superannuation Complaints Tribunal ('the Tribunal') by calling 1300 780 808 or writing to:

#### Superannuation Complaints Tribunal Locked Bag 3060 GPO Melbourne VIC 3001

The Tribunal is an independent body established by the Government to help members of superannuation funds resolve complaints. The Tribunal will attempt to resolve your complaint through conciliation, helping you and the Trustee to reach an agreement. If your dispute cannot be resolved through conciliation, the Tribunal may ask for submissions and make a binding determination. This page is left blank intentionally.

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