

# Priority Protection

Policy Document

Version 7.1, Issued 24 June 2009

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# Priority Protection

Life Cover Plan

Crisis Recovery Stand Alone Plan

Disability Income Plan (Agreed Value or Indemnity)

Business Expenses Plan

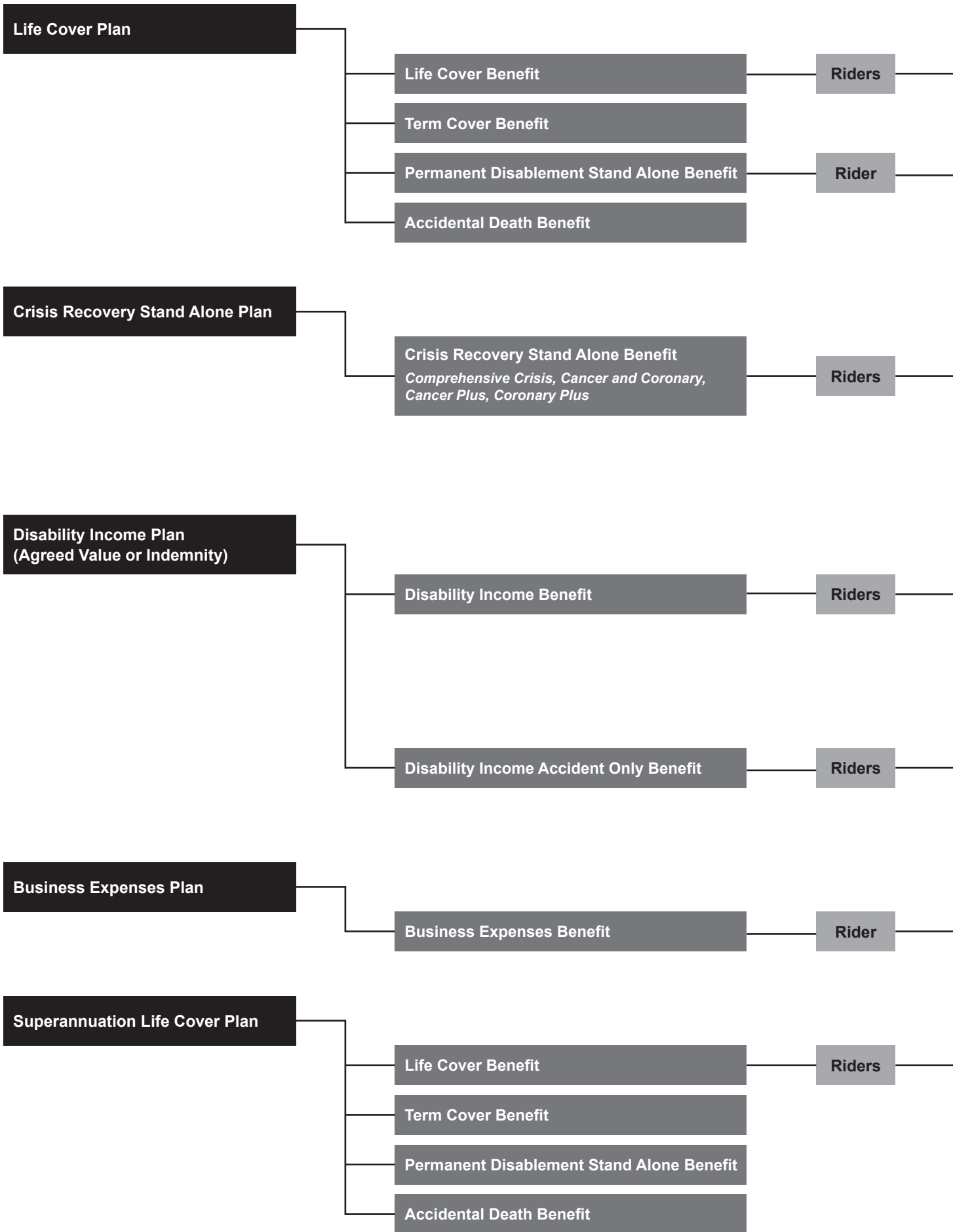
## Who issues Priority Protection?

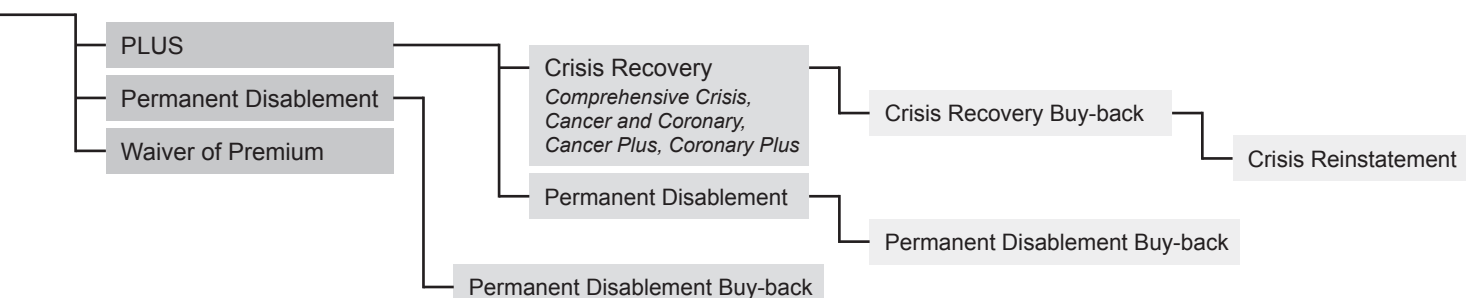
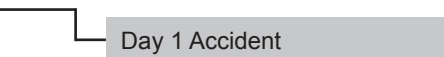
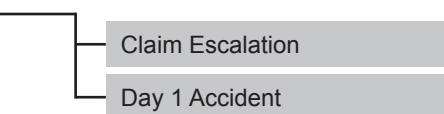
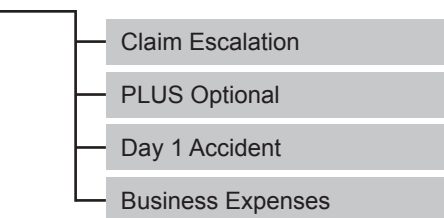
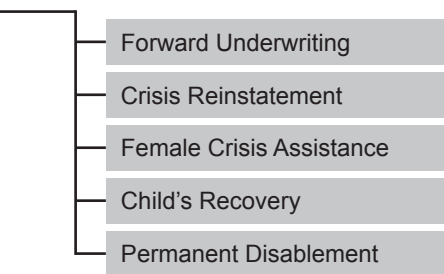
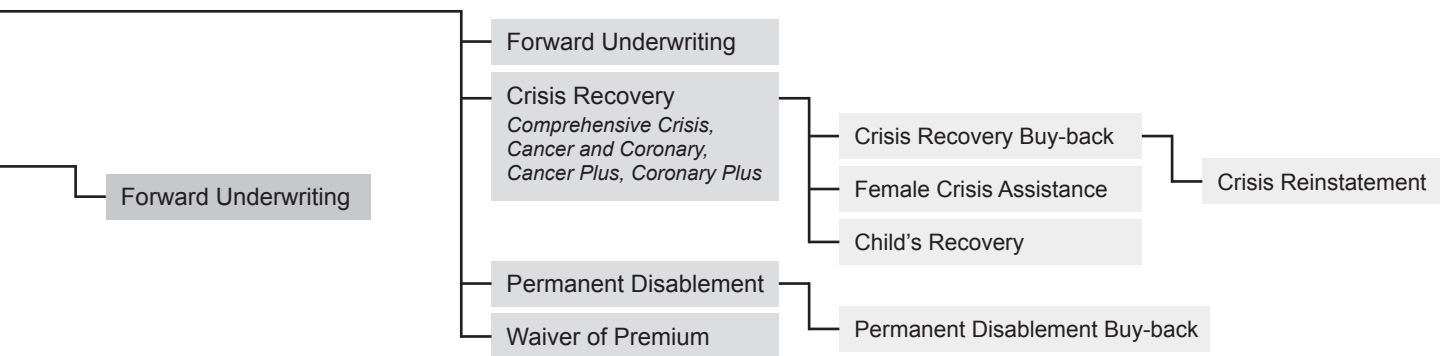
Priority Protection is issued by AIA Australia Limited (ABN 79 004 837 861, AFSL 230043). Freecall: 1800 333 613.

The Superannuation Life Cover Plan (when issued through the AIA Superannuation Fund, ABN 78 757 377 348 ('**the Fund**')), is owned by CCSL Limited, ABN 51 104 967 964, AFS Licence No. 287084, ('**Trustee**') as the trustee of the Fund. The Trustee is the issuer of a risk-only superannuation product with benefits referable solely to the Superannuation Life Cover Plan. The Trustee is located at Level 16, 114 William Street, Melbourne Australia 3000, Phone (03) 9616 8600.

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**This policy document should be read in conjunction with the attached Policy Schedule.**





## 1. Introduction

The policy document and the application for this insurance, including any declaration and statements relating to this insurance, together with the Policy Disclosure Statement and Policy Schedule constitute the entire contract (**'the Policy'**). The term 'the Policy' includes any endorsements and Rider Benefit conditions applicable. Any variation of this contract must be evidenced in writing bearing the signature of one of Our authorised officials.

The Policy is issued, on the date the Policy Schedule was sent, by AIA Australia to the Policy Owner named on the attached Policy Schedule:

- (i) in consideration of the payment of the premium and stamp duty as stated on the Policy Schedule, and
- (ii) on the basis of the application, declaration and any other statements made by the Policy Owner and the Life Insured to Us in connection with the Policy.

### Your Duty of Disclosure

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

You have the same duty to disclose those matters to the insurer before You extend, vary or reinstate this contract of insurance.

### Non-Disclosure

If You fail to comply with Your duty of disclosure and the insurer would not have entered into the contract on any terms if the failure had not occurred, the insurer may avoid the contract within three years of entering into it. If Your non-disclosure is fraudulent, the insurer may avoid the contract at any time from its inception.

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

## 2. General Terms and Conditions

### 2.1 Your Priority Protection Policy

We have issued the Policy in accordance with the contents of Your application and any supporting documents We have obtained. The contract between You and Us is based completely on the accuracy of these documents, and You have a duty to disclose in them any information which is material to the risks We are insuring.

The policy document is evidence of the contract between You and Us. The contract is one of offer and acceptance that is completed after Your application has been accepted, Your premium received and the policy document issued by Us.

The enclosed Policy Schedule is a summary of the premium and benefit amounts under Your Policy and forms part of the contract.

### 2.2 Cooling-Off Period

Please read the policy document carefully. If You are not happy that the Policy and benefits meet Your needs You may return the Policy within the 28-day cooling-off period and receive the full refund of all premiums paid.\*

The cooling-off period starts from when You received the policy document from Us or from the end of the 5th day after the day on which We sent the policy document to You, whichever is the earlier to occur.

To return the Policy in the cooling-off period, please send Us:

- Your request to cancel the Policy either by letter, fax or email or in any other manner permitted by law, and
- the policy document and Policy Schedule.

\*Note: You will lose the right to return Your Policy within the cooling-off period when You first exercise any right or power, other than this right to return Your Policy, which You have under the terms of Your Policy.

### 2.3 Renewal Statement

Each year You will receive a renewal statement showing the level of Your selected benefits. Any change to the fees and charges and to the taxation treatment of the Policy and any other matter relevant to the Policy over the preceding year will also be shown in the renewal statement.

If there are any material changes to the circumstances described in the Product Disclosure Statement, the policy document or any subsequent communication, You will be notified in the renewal statement following the change. However, any material change related to fees and charges will be notified in writing prior to the change taking effect.

Any change, which is initiated by You, will be confirmed in writing by Us.

### 2.4 Policy Ownership

Where there is more than one Policy Owner, they hold as joint owners unless otherwise stated on the Policy Schedule.

## 2.5 Premiums

### 2.5.1 Payment of Premiums

Premiums must be paid monthly, half-yearly or yearly. Premium payments made more frequently than yearly are subject to a premium frequency charge (see condition 2.6.2). Premiums for a benefit will cease at the Expiry Date of that benefit.

### 2.5.2 If You Stop Paying Premiums

A period of 60 days of grace is allowed for the payment of each premium during which the Policy will remain in force. If You do not pay premiums in full within 60 days from the premium due date the Policy will lapse and its benefits will cease.

### 2.5.3 Stepped, Level or Optimum Premiums

Premiums for the Policy are payable on a stepped, level or optimum premium basis. All benefits under the Policy must be on the same premium basis unless a benefit is solely offered as stepped or level.

Stepped premium rates generally increase as the Life Insured's age increases. Level premium rates remain constant until the latest Policy Anniversary prior to the Life Insured's 65th birthday or the Expiry Date of the benefit, if earlier. Then the Policy/benefit continues on stepped premium rates until the termination of the Policy/benefit.

The optimum premium basis allows You to pay premiums on a stepped basis which will automatically convert to a level premium basis at a pre-determined date. (The pre-determined date may vary if premium rates change.) Should You select this method of paying premiums then stepped premiums will be payable from the commencement of the Policy, together with a premium loading according to the age of the Life Insured at the commencement of the Policy. At the Policy Anniversary when the stepped premium amount first becomes greater than the level premium amount, the stepped premiums will automatically convert to level premiums. These level premiums are payable until the latest Policy Anniversary prior to the Life Insured's 65th birthday or the Expiry Date of the benefit, if earlier. After that stepped premiums are payable until the termination of the Policy/benefit. You will pay the premium loading until the latest Policy Anniversary prior to the Life Insured's 65th birthday or the Expiry Date of the benefit, if earlier.

You can change the basis of premium payment from stepped premium to level premium or vice versa by making a written request to Us. If You have selected either stepped or level premiums You may not convert to optimum premiums or vice versa.

Premiums will change if:

- You request a change in Your Sum Insured or Insured Monthly Benefit;
- You choose to have Your Sum Insured or Insured Monthly Benefit automatically increased each year to keep pace with inflation (see condition 2.17); or
- premium rates are reviewed (see condition 2.5.6).

### Female Crisis Assistance Benefit

Premiums are payable on a stepped premium basis.

### 2.5.4 Guarantee of Continuation for Level Premium

This guarantee applies to benefits continuing beyond the Policy Anniversary prior to the Life Insured's 65th birthday. When the Policy has remained in force to that date, these benefit(s) will continue on a stepped premium basis until the Expiry Date of the benefit. The stepped premium will reflect the Life Insured's age at each Policy Anniversary, sex and smoking status and the original terms of acceptance of the benefit.

### 2.5.5 Premium Rating Factors

The premiums You pay depend on the Life Insured's age, sex, smoking status, occupation, pastimes and state of health and on the level of cover and benefit features chosen by You.

### 2.5.6 Premium Rates Guaranteed

The premium rates under all plans under the Policy are guaranteed for at least one year. We guarantee that any increase or reduction in a table of stepped, level or optimum premium rates will not take effect in respect of a benefit until the first anniversary of the policy commencement date or the next Policy Anniversary following the latest increase or reduction in the table of premium rates for that benefit, if later.

Notwithstanding the 1-year premium rates guarantee, Your premiums may be varied from time to time. A table of premium rates is available on request. Different premium rates apply to males and females, to smokers and non-smokers and to different occupations. The premium rates for the Policy allow for the cost of insurance and Our expenses, including commission payable to an adviser.

Premium rates may not be altered individually but only for all policies in a group. Your Policy cannot be singled out for an increase. You will be notified in writing of any change in the premium rates prior to the change taking effect.

## 2.6 Fees and Charges

All the charges of Your Policy are fully described in this section. We shall not apply any other charges without Your specific consent. We retain the right to vary any fees and charges, at our discretion, with the exception of the premium rate guarantee. Future Government charges may also vary. Any change, except changes to Government charges, will be advised to You in writing 30 days prior to the change taking effect.

In addition to the premiums for each benefit, We will charge a policy fee and stamp duty (if applicable).

### 2.6.1 Policy Fee

One policy fee is charged per Life Insured, regardless of the number of plans, benefits or policies purchased under Priority Protection (this does not apply to policies bought before 1 December 2008). This policy fee is in addition to the premiums applicable per benefit and stamp duty. The policy fee is currently \$72 per year. The policy fee is subject to a premium frequency charge (see condition 2.6.2). The policy fee may be changed at Our discretion. You will be notified in writing of any change in the amount of the policy fee prior to the change taking effect. Your Policy will not be singled out for an increase in fees or charges.

**There may also be other charges, such as a lost or destroyed policy replacement charge (see condition 2.6.4).**

## 2.6.2 Premium Frequency Charge

There is no premium frequency charge on yearly premiums. Premiums payable more frequently than yearly (i.e. half-yearly or monthly) are subject to a charge to cover increased costs. This charge is expressed as a percentage of the yearly premium in the following table.

Premium Payment Frequency	Charge as a percentage of Yearly Premium
Half-yearly	5%
Monthly	8%

You will be notified in writing of any change in the amount of this charge prior to the change taking effect.

## 2.6.3 State or Territory Government Stamp Duty

Stamp duty is a government charge that varies depending on the State or Territory of residence of the Life Insured. Stamp duty may be payable on this policy by Us in accordance with stamp duty legislation applicable in the State or Territory in which the Life Insured is ordinarily a resident.

For some Rider Benefits the amount of stamp duty payable is included in the premium and is not an additional charge to You. For other benefits, it is not included in the premium and is an additional charge to You. The rates of stamp duty may vary between 1.5% and 11% depending on your State or Territory and the type of benefit you have selected. Your adviser may have provided You with a personalised premium quotation showing the amount of any stamp duty payable as an additional charge to You.

If the amount of the stamp duty payable is changed by a State or Territory the stamp duty charged to You may be changed accordingly (up or down) for future premium payments.

## 2.6.4 Lost or Destroyed Policy Documentation

If Your policy document is lost or destroyed We will replace it but may charge to recover the costs involved. This charge is currently not greater than \$100 and covers the cost of reissuing the lost document, including advertising the loss – a statutory requirement in some circumstances. We may vary this charge from time to time. We may also require You to sign a statutory declaration to the effect that the policy document has been lost or destroyed.

## 2.7 Tax or Imposts

Where We are, or believe We will become, liable for any tax or other imposts levied by any Commonwealth, State or Territory Government, authority or body in connection with the Policy, We may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits) under the Policy in the manner and to the extent We determine to be appropriate to take account of the tax or impost.

### GST

The premium applicable to this Policy is input taxed for the purposes of the Goods & Services Tax (GST). No GST is payable by You in respect of the purchase of the Policy.

## 2.8 Term

The Policy runs for 12 months. It may be renewed annually, by payment of the renewal premium within the 30 days of grace, until the Expiry Date shown on the Policy Schedule.

## 2.9 Guaranteed Renewable

Provided You pay the appropriate premium in full when due, each benefit under the Policy is guaranteed renewable each year to the Expiry Date of that benefit regardless of changes in the Life Insured's health, occupation or pastimes and in the case of the Disability Income Plan and the Business Expenses Plan, whether a claim has been made.

## 2.10 Lapse and Reinstatement

If You do not pay Your premium within 30 days of the premium due date, Your policy will lapse and Your cover will cease.

If the Policy lapses You may reinstate it with Our consent upon such proof as We may require of the continued good health and eligibility for insurance of the Life Insured and upon payment of the unpaid premium or premiums with compound interest as We determine. After reinstatement, the Policy shall not cover any event the symptoms leading to which were apparent prior to such reinstatement. The Policy may be cancelled by Us in accordance with the provisions of the Life Insurance Act or any relevant legislation.

## 2.11 Cancellation

You are allowed to cancel the Policy at any time. Where premiums have been paid in advance, thus providing cover beyond the date of cancellation, We may refund the unexpired portion of the premium less any cancellation fees and charges to You. Any payment would be subject to Our business rules at the time of cancellation.

Any request to cancel the Policy must be made in writing to Our office and signed by You.

## 2.12 Transfer of Ownership (Assignment)

At any time, You may request a transfer of ownership of the Policy to another person or company (not applicable if You have purchased any Superannuation PLUS benefits). This is achieved by assigning the Policy using the Memorandum of Transfer included in this policy document to the person or company. You should be aware that by assigning the Policy, You forfeit all rights to benefits payable under the Policy and it may give rise to taxation implications. Assignment will revoke any previous nomination of beneficiary.

No assignment of the Policy or the benefits under it shall bind Us unless and until it has been registered by Us. We take no responsibility as to the validity of any assignment.

Please contact Us if You wish to assign the Policy. We will provide You with all of the relevant information required to do so.



## 2.13 Nomination of Beneficiaries

You may nominate a beneficiary (person or other legal entity) to receive all death claim benefits under the Policy, subject to the following rules:

- Contingent nominations cannot be made;
- You may change a nominated beneficiary or revoke a previous nomination at any time prior to the occurrence of an event giving rise to a claim;
- The nominated beneficiary will receive any money payable under the Policy. If the nominated beneficiary dies before the occurrence of an event giving rise to a claim under the Policy and no change in nomination has been made, then any money payable will be paid to the nominated beneficiary's legal personal representative;
- If ownership of the Policy is assigned to another person or entity, then any previous nomination is automatically revoked;
- A nominated beneficiary has no rights under the Policy, other than to receive the Policy proceeds after a claim has been admitted by Us. The nominated beneficiary cannot authorise or initiate any policy transaction;
- The nomination, change or removal of a beneficiary must be advised in writing and sent to Us.

## 2.14 Misstatement of Age

If the age of the Life Insured on issue of the Policy is different from that stated in the application, the sum payable under the Policy shall be reduced to that which would have been payable if the age had been correctly stated on the basis of premiums actually paid.

## 2.15 Suicide

### Death Benefit other than Accidental Death Benefit

Any benefit payable under the Policy in the event of the death of the Life Insured will not be paid if the Life Insured dies as a result of suicide committed within 13 months of the date of:

- commencement of that benefit;
- the last reinstatement of the Policy; or
- the last increase in the Sum Insured or Insured Monthly Benefit for that benefit. An increase in the Sum Insured or Insured Monthly Benefit is not payable if the suicide occurs within 13 months following the date of the increase.

This condition will be waived in respect of any death cover under the Policy provided the Policy is replacing death cover from a previous insurer and the full suicide exclusion period under the in force policy to be replaced has elapsed.

This waiver applies only to the same amount of any death cover being replaced under the Policy.

The suicide condition will apply to any extra death cover in excess of the death cover being replaced and to all subsequent increases in the death cover under the Policy.

In that event, the Policy shall be voidable at Our option and any premiums paid in respect of it shall be forfeited to Us.

However, should any other person have obtained for value a genuine interest in the Policy at least two months before the death of the Life Insured and has notified it to Us in writing, We will pay them:

- an amount equal to the value of their interest; or
  - the amount which would have been payable had the Life Insured died otherwise than by suicide;
- whichever is the lesser.

### Accidental Death Benefit

The Accidental Death benefit will not be paid under the Policy if the Life Insured dies as a result of suicide while the benefit is in force.

## 2.16 Increase in Sum Insured and/or Insured Monthly Benefit

You can increase Your Sum Insured and/or Insured Monthly Benefit each policy year in line with the CPI Increase for that year (see condition 2.17) or You can select a voluntary increase in Your Sum Insured and/or Insured Monthly Benefit. Any voluntary increase will be subject to underwriting and maximum Sum Insured and Insured Monthly Benefit rules.

## 2.17 Indexation of Benefit

If You so choose in the application, We will offer You each policy year the opportunity to increase the Sum Insured and/or the Insured Monthly Benefit for each eligible benefit under the Policy by that policy year's percentage increase in the CPI or by 5% whichever is the greater. Any Sum Insured and Insured Monthly Benefit increase for a policy year will be effective from the Policy Anniversary at the start of the policy year. However, benefit indexation will not be offered while the Life Insured is on claim.

Unless You advise Us otherwise, We will assume that You want the benefit indexation to apply to Your benefits under the Policy.

If You refuse the offer of an indexation increase in one year We will continue to offer You indexation increases in future years. Your benefit indexation will cease at the latest Policy Anniversary prior to the Life Insured's 70th birthday or at the Expiry Date of the benefit, if earlier. Should You want Us to stop offering You indexation increases to Your Sum Insured and/or Insured Monthly Benefit, You must write to Us asking for future indexation increases not to be offered to You.

If You accept Our offer of an indexation increase Your stepped and optimum premium (where applicable) will be adjusted to allow for the higher Sum Insured and/or Insured Monthly Benefit and the age of the Life Insured at that time. Where level premiums are being paid, the age of the Life Insured at the time of the increase is used to calculate the premiums payable on the increase.

This option will not be exercisable at any Policy Anniversary where all or some of the Life Cover Sum Insured has been repurchased under the Crisis Recovery Buy-back benefit or the Permanent Disablement Buy-back benefit or where a Premium Freeze is in force.

This option is not available under the Child's Recovery benefit.

Automatic indexation increases in the Sum Insured and/or the Insured Monthly Benefit will cease at the latest Policy Anniversary prior to the Life Insured's 70th birthday or at the Expiry Date of the benefit, if earlier.

## 2.18 Decrease in Sum Insured and/or Insured Monthly Benefit

You can decrease the Sum Insured and/or Insured Monthly Benefit of an eligible benefit at any premium due date providing the reduced Sum Insured, Insured Monthly Benefit or premium are not below the minimums in force at the time of the decrease. Where the Sum Insured and/or Insured Monthly Benefit is decreased, any indexation of benefit will continue based on the reduced Sum Insured and/or Insured Monthly Benefit.

## 2.19 Claims

### 2.19.1 Claim Requirements and Conditions

All conditions necessary to entitle a claim to be made must be met during the currency of the Policy.

Written notice containing full particulars of any circumstances in respect of which a claim is to be made must be given to Us as soon as possible. Claim forms can be requested by writing to AIA Australia's Claims Department (visit [www.aia.com.au](http://www.aia.com.au) for the most up to date contact details).

Payment of a Sum Insured or monthly benefit will not be made for any period more than one month prior to the giving of such written notice.

All certificates and evidence required by Us will be furnished at Your expense within 30 days of the date of the written notice and will be in the form and of the nature as We may request.

Where premiums have been paid in advance as determined by Us We may refund the unexpired portion of the premium less any charges to You.

### 2.19.2 Medical Examination

We, at Our discretion, may have the Life Insured medically examined (including blood tests and other tests), when and as often as is reasonable, in connection with a claim.

## 2.20 Non-Smoker – Incorrect Declaration

'NON-SMOKER' at a point in time, means, not having smoked tobacco or any other substance for a continuous period of 12 months ending at that point in time.

Where it is declared that the Life Insured is a Non-Smoker and We have charged a premium based on such declaration, it is a condition of this insurance that if an incorrect non-smoker declaration has been made, the Sum(s) Insured and/or Insured Monthly Benefit(s) shown on the Policy Schedule will be reduced to the amount(s) which the premium paid would have purchased had a correct declaration been made.

## 2.21 Statutory Fund

The Policy will be written in the AIA Statutory Fund No. 1 which alone shall be liable under the Policy. The Policy does not participate in bonus distributions.

## 2.22 Currency

All amounts under the Policy whether payable by Us or by You are payable in Australian currency.

## 2.23 Prohibition of certain transactions

AIA Australia is subject to certain laws, company policy and economic sanctions which relate to blocking the property of, and prohibiting transactions with, persons who commit, threaten to commit or support terrorism.

Notwithstanding the terms of the Policy or otherwise, under no circumstances is AIA Australia obliged to accept or maintain a policy, receive funds, or make any payments (including, but not limited to, overpayments of premiums, claims, surrenders and bonuses) that are:

1. contrary to:
  - (a) law, including but not limited to the Criminal Code 1995 (Cth) (Criminal Code), the Charter of the United Nations Act 1945 (Cth) (CUNA), the Charter of the United Nations (Dealings with Assets) Regulations 2008 (Cth), the United States of American Trading With the Enemy Act 50 USC Appl 44, the United States Treasury Department's Office of Foreign Assets Control (OFAC) orders (and in particular Executive Order 13224), Resolutions 1390 (2002), 1267 (1999) and 1373 (2001) of the United Nations Security Council (UN) and associated regulations where applicable.
  - (b) economic sanctions imposed by, including but not limited to, OFAC, the UN and the Australian Department Foreign Affairs and Trade (DFAT).
2. made by or to a person or entity named on, including but not limited to, the:
  - (a) annex to OFAC's Executive Order 13224 or determined to be subject of that Order;
  - (b) Consolidated List established under CUNA as kept by DFAT, which can be located on the DFAT website at <http://www.dfat.gov.au/>;
  - (c) list maintained by the Australian Government of groups that are proscribed as terrorist organisations under the Criminal Code, which can be located on the National Security Australia website at <http://www.nationalsecurity.gov.au/>;
  - (d) OFAC's Specially Designated Nationals List, which can be located on the OFAC website at <http://www.treas.gov/offices/enforcement/ofac/>, as amended from time to time.

## 2.24 Policy Upgrade

Over time We will review the benefits provided under the Policy. Should We improve the benefits under the Policy and such improvements result in no increase in premium rates, We will automatically add these benefit improvements to the Policy and advise You of the improvements.

These benefit improvements will be effective from the first date on which a Priority Protection policy containing the benefit improvements could have been purchased from Us.

The benefit improvements will not apply to claims:

- (a) where the Sickness was diagnosed or investigated; or
- (b) where the event giving rise to the claim (e.g. Injury, Accidental Injury, death) occurred prior to the effective date of the improvement.

Should a situation arise where You are disadvantaged in any way as a result of the upgrade, the previous policy wording will apply.

## 2.25 Choice of Benefits

Priority Protection offers a choice of benefits under five insurance plans. The Policy Schedule details the benefits purchased under the Policy.

The Plans are:

- Life Cover Plan (including optional Superannuation PLUS benefits) – (see condition 3);
- Crisis Recovery Stand Alone Plan – (see condition 4);
- Disability Income Plan (Agreed Value or Indemnity) – (see condition 5);
- Business Expenses Plan – (see condition 6); and
- Superannuation Life Cover Plan.

The terms and conditions of each benefit within each plan, other than the Superannuation Life Cover Plan, are provided below. The terms and conditions of the Superannuation Life Cover Plan, are provided in a separate policy document.

## 2.26 Any Questions or Concerns

If You should have any questions or concerns about Your policy please contact Us direct on 1800 333 613 and We will promptly investigate Your enquiry, referring it if necessary to Our Internal Dispute Resolution Committee.

Internal complaints are normally resolved within 45 days. In special circumstances We may take longer; if this is the case We will advise You.

Should You not be satisfied with Our response to Your concerns after they have been ruled upon by the Committee, then You may take the matter up with the independent Financial Ombudsman Service (FOS) (formerly known as the Financial Industry Complaints Service Ltd). Details are as follows:

Financial Ombudsman Service (FOS)  
GPO Box 3  
MELBOURNE VIC 3001  
Telephone: 1300 78 08 08  
Fax: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)

## 2.27 Occupation Categories

The following is a description of each occupation category referred to in the Policy:

### Category AAA

Professional white collar workers, other than those in medical and allied occupations, who must have tertiary qualifications, e.g. lawyers and accountants. Other successful high income earning white collar workers such as senior executives who have long-standing experience in their field of business are also considered as category AAA.

### Category AA

Professionals who must have tertiary qualifications in the medical and allied occupations, e.g. doctors, dentists, optometrists, physiotherapists and domestic veterinary surgeons.

### Category A

Other white collar occupations that involve clerical and administrative work only (no manual work). These workers are generally office bound, e.g. managers, secretaries, sales people (no deliveries), clerical staff. The working environment must present minimal injury or sickness risk.

### Category B

Those occupations which are not classified as white collar and which may involve some light manual work, e.g. shopkeepers, supervisors, hairdressers, beauticians. This category also includes supervisors of manual workers and persons in a totally administrative job within an industrial environment. The working environment may present slight injury or sickness risk.

### Category C

Fully qualified, skilled tradespersons of various occupations who perform light to medium manual work e.g. qualified electricians, chefs and mechanics. The working environment may present a moderate injury or sickness risk.

### Category D

Unqualified tradespersons who perform light to medium manual work, e.g. cleaners, drivers, fencing contractors. The working environment may present a significant injury or sickness risk.

### Category E

Unqualified tradespersons who perform heavy manual work, e.g. concreters, earth moving workers, carpet layers. The working environment may present a significant injury or sickness risk.

## 3. Life Cover Plan

The Life Cover Plan offers the following benefits:

- Life Cover (see condition 3.1),
- Term Cover (see condition 3.11),
- Accidental Death (see condition 3.12), and
- Permanent Disablement Stand Alone (see condition 3.13).

You can add the following Rider Benefits to the Life Cover benefit:

- Crisis Recovery – (see condition 3.2)
  - Crisis Recovery Buy-back – (see condition 3.3)
  - Crisis Reinstatement – (see condition 3.4)
  - Female Crisis Assistance – (see condition 3.5)
  - Child's Recovery – (see condition 3.6)
- Permanent Disablement – (see condition 3.7)
  - Permanent Disablement Buy-back – (see condition 3.8)
- Waiver of Premium – (see condition 3.9)
- Forward Underwriting Benefit – (see condition 3.10)

The following benefits can also be purchased as additional Rider Benefits under the Superannuation PLUS benefit:

- Crisis Recovery – (see condition 3.2)
  - Crisis Recovery Buy-back – (see condition 3.3)
  - Crisis Reinstatement – (see condition 3.4)
- Permanent Disablement – (see condition 3.7)
  - Permanent Disablement Buy-back – (see condition 3.8)

Additional Superannuation PLUS benefits can only be purchased if the Life Insured will also be covered for a Superannuation Life Cover benefit under the Superannuation Life Cover Plan. When the Superannuation PLUS benefits are purchased, this Policy links to the separate policy for the Superannuation Life Cover Plan. If that Superannuation Life Cover Plan terminates, cover under this Policy for all Superannuation PLUS benefits in this Policy will automatically terminate.

**In conditions 3.2, 3.3, 3.4, 3.7, 3.8 and 3.14.2:**

- **'Life Cover Sum Insured'** means the sum insured under the Life Cover Plan or under the Superannuation Life Cover Plan that is linked to this Policy through the purchase of a Superannuation PLUS benefit.
- **'Superannuation Life Cover Plan'** refers to the Superannuation Life Cover Plan that is linked to this Policy through the purchase of a Superannuation PLUS benefit.
- **'Superannuation PLUS benefit'** refers to the Superannuation PLUS benefit that links this Policy to a Superannuation Life Cover Plan.
- **'Superannuation Life Cover benefit'** refers to the Life Cover benefit under the Superannuation Life Cover Plan that is linked to this Policy through the purchase of a Superannuation PLUS benefit.

### Important Notice

This is not a savings plan and is without profits. The primary purpose of this Life Cover Plan is to provide a lump sum payment in the event of the Life Insured's death.

## 3.1 Life Cover Benefit

**The 'Life Cover Benefit' condition applies only if the Life Cover benefit has been selected. The benefits selected are shown on the Policy Schedule.**

### (a) Death

If the Life Insured dies prior to the Expiry Date of the benefit (see condition 3.14.1) We will pay a lump sum equal to the Life Cover Sum Insured.

### (b) Final Expenses Benefit

- On the death of the Life Insured and subject to the conditions below, We will pay to the Policy Owner or nominated beneficiary at the time of death the lower of:
  - 10% of the Life Cover Sum Insured, and
  - \$10,000;
- The maximum total amount that We will pay under the Final Expenses benefit in respect to the Life Cover benefit and any Term Cover benefit under the Policy will be \$10,000;
- Death certificate and proof of policy ownership must be provided to Us before payment can occur; and
- Any Final Expenses benefit payment under the Life Cover benefit will be deducted from the Life Cover Sum Insured and the balance remaining will be payable upon the settlement of the claim. The Final Expenses benefit is **not a payment in addition to the Life Cover Sum Insured.**

### (c) Terminal Illness

If the Life Insured is diagnosed with a Terminal Illness as defined in condition 8, We will pay a lump sum amount of 100% of the Life Cover Sum Insured.

Payment of the Terminal Illness benefit will reduce the Life Cover Sum Insured and the Sum Insured under any Crisis Recovery, Permanent Disablement or Loss of Independence benefit (issued on conversion from a Permanent Disablement Stand Alone benefit).

The payment of the Terminal Illness benefit will not reduce the Sum Insured under any Female Crisis Assistance benefit, Child's Recovery benefit, Permanent Disablement Stand Alone benefit or Loss of Independence benefit (issued on conversion from a Permanent Disablement Stand Alone benefit).

### (d) Financial Planning Reimbursement

On the payment of a claim for the full Life Cover Sum Insured for either the death or the Terminal Illness of the Life Insured, We will reimburse the Policy Owner or the nominated beneficiary the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions outlined below. This benefit will be paid **in addition** to the claim amount otherwise due to the Policy Owner under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first six months following the claim payment;

- Maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc;
- The benefit could be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

### 3.1.1 Guaranteed Future Insurability – Personal and Business Events

You may apply for increases in the Life Cover/Permanent Disablement Sum Insured on the occurrence of certain 'Personal Events' and 'Business Events' to the Life Insured, without supplying further evidence of health or insurability. The personal events and business events covered and conditions applying are explained below.

**Personal Events** covered are:

- Marriage;
- Divorce;
- Birth or adoption of a child; and
- Effecting a first mortgage on the purchase of a home, or increasing an existing first mortgage for the purposes of building or renovation works on the home. (The mortgage must be on the Life Insured's principal place of residence with a mortgage provider.)

For 'marriage', 'divorce' and 'birth or adoption of a child' events, the Life Cover/Permanent Disablement Sum Insured may be increased under this option by the lesser of:

- 25% of the original Life Cover/Permanent Disablement Sum Insured; and
- \$200,000.

For the 'effecting a first mortgage on the purchase of a home, or increasing an existing first mortgage' event, the Life Cover/Permanent Disablement Sum Insured may be increased under this option by the lowest of:

- 50% of the original Life Cover/Permanent Disablement Sum Insured;
- the amount of the first mortgage;
- the amount of the increase of the first mortgage; and
- \$200,000.

**Business Events** covered are:

- Where the Life Insured is a key person in a business (e.g. working partner or director, significant shareholder) and the value of their financial interest, including loan guarantees in the business, averaged over the last three years, increases;
- Where the Life Insured is a key person in a business, and the Life Insured's value to the business, averaged over the last three years, increases; and
- Where the policy forms part of a written buy/sell, share purchase or business succession agreement and the Life Insured is a partner, shareholder or unit holder in the business, and the value of the Life Insured's financial interest in the business, averaged over the last three years, increases.
- Where the Policy forms part of a loan guarantee from the Life Insured.

For a business event, the Life Cover/Permanent Disablement Sum Insured may be increased under this option by the lowest of:

- 25% of the original Life Cover/Permanent Disablement Sum Insured;

- the increase in the value of the Life Insured's financial interest in the business or of the Life Insured's value to the business, whichever is appropriate, averaged over the last three years; and
- \$500,000.

The provision of this option is subject to the following conditions:

1. The original application for insurance cover was accepted by Us on standard terms without any specific policy exclusions;
2. The Guaranteed Future Insurability option can only be exercised up to the latest Policy Anniversary prior to the Life Insured's 55th birthday;
3. The Policy Owner or Life Insured must not have made or are not eligible to make a claim on any life insurance policy issued by Us;
4. The maximum increase made from all circumstances under this option over a 5-year period will be the lesser of:
  - the original Sum Insured, and
  - \$1,000,000.
5. There is a maximum of one increase in any twelve-month period, and a maximum of five increases in total;
6. The application to increase the Life Cover/Permanent Disablement Sum Insured under this option must occur within 30 days after the occurrence of a personal event and before that date which is 30 days after the first Policy Anniversary following a business event; and
7. Life Cover/Permanent Disablement Sum Insured increases will be approved under this option upon Our receipt of proof, satisfactory to Us, of the occurrence and the date of the personal event or business event.
8. During the first six months after an increase in the Life Cover Sum Insured the cover for the increase will be death by accident only.
9. A suicide exclusion clause will apply to the increase in the Life Cover Sum Insured in the first 13 months following the increase.
10. The Permanent Disablement Sum Insured under the Life Cover benefit cannot be increased without a corresponding increase in the Life Cover Sum Insured occurring simultaneously i.e. both sums insured must increase by the same amount and at the same effective date. However, the Life Cover Sum Insured can be increased without any increase in the Permanent Disablement Sum Insured occurring simultaneously i.e. the Life Cover Sum Insured can be increased with the Permanent Disablement Sum Insured remaining unchanged.

### 3.1.2 Benefit Reduction

The Life Cover Sum Insured will be reduced by the payment of a claim under the following benefits:

- Terminal Illness,
- Final Expenses,
- Permanent Disablement (including Partial and Permanent Disablement),
- Crisis Recovery,
- Chronic Diagnosis Advancement, and
- Loss of Independence.

The Life Cover Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Life Cover Sum Insured.

### 3.1.3 Termination

The Life Cover benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.14.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

## 3.2 Crisis Recovery Benefit

**The 'Crisis Recovery Benefit' condition applies only if the Crisis Recovery benefit has been selected. The benefits selected are shown on the Policy Schedule.**

The Crisis Recovery module, if any, which You have chosen under this plan, is shown in the Policy Schedule.

Each Crisis Recovery module provides cover against crisis events in two or more groups of crisis events. The crisis events groups covered in each Crisis Recovery module (see condition 3.2.1) and the crisis events covered in each crisis events group (see condition 3.2.2) are shown below.

#### (a) Crisis Events

If the Life Insured is diagnosed with one of the Crisis Events for which the Life Insured is covered under this benefit and if We confirm the diagnosis, We will pay a lump sum equal to the Crisis Recovery Sum Insured. Upon the payment of a claim for the full Crisis Recovery Sum Insured in respect of a Crisis Event, the Crisis Recovery benefit will cease and no further Crisis Recovery benefit will be paid for any subsequent Crisis Event under the benefit. The Crisis Recovery benefit can be reinstated if You have selected the Crisis Reinstatement benefit (see condition 3.4).

#### (b) Financial Planning Reimbursement

On the payment of a claim for the full Crisis Recovery Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below. This benefit will be paid **in addition** to the claim amount otherwise due to the Policy Owner under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first six months following the claim payment;
- Maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit could be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

### 3.2.1 Crisis Recovery Modules

The Crisis Events groups covered in each Crisis Recovery module are listed below under each Crisis Recovery module.

#### **Comprehensive Crisis:**

- Cancer,
- Coronary, and
- Other Serious Crisis Events.

#### **Cancer and Coronary:**

- Cancer, and
- Coronary.

#### **Cancer Plus:**

- Cancer, and
- Other Serious Crisis Events.

#### **Coronary Plus:**

- Coronary, and
- Other Serious Crisis Events.

### 3.2.2 Crisis Events Groups

The Crisis Events covered in each Crisis Events group are listed below under each Crisis Events group and are defined in condition 8.

#### **Cancer Group**

- Cancer

#### **Coronary Group**

- Cardiomyopathy
- Coronary Artery Angioplasty#
- Coronary Artery By-pass Surgery
- Heart Attack
- Heart Valve Surgery
- Other Serious Coronary Artery Disease
- Pulmonary Arterial Hypertension (primary)
- Stroke
- Surgery to the Aorta

#### **Other Serious Crisis Events Group**

- Accidental HIV Infection
- Alzheimer's Disease
- Aplastic Anaemia
- Bacterial Meningitis
- Benign Brain Tumour
- Blindness
- Chronic Liver Disease
- Chronic Lung Disease
- Coma
- Dementia
- Diplegia
- Hemiplegia
- Kidney Failure
- Loss of Hearing
- Loss of Independence
- Loss of Use of Limbs and/or Sight
- Loss of Speech
- Major Burns
- Major Head Trauma
- Major Organ Transplant
- Motor Neurone Disease
- Multiple Sclerosis
- Muscular Dystrophy

- Paraplegia
- Parkinson's Disease
- Pneumonectomy
- Quadriplegia
- Rheumatoid Arthritis
- Viral Encephalitis

#### #Coronary Artery Angioplasty

- 25% of the sum insured, with a maximum of \$25,000 will be payable where one coronary artery is obstructed and corrected with the use of angioplasty, atherectomy, laser therapy or the insertion of up to two stents.
- 50% of the sum insured, with a maximum of \$50,000 will be payable where two coronary arteries are obstructed and corrected with the use of either angioplasty, atherectomy or laser therapy, or, the insertion of more than two stents (regardless of the number of coronary arteries involved).
- 100% of the sum insured will be payable where three or more coronary arteries are obstructed and corrected with the use of angioplasty, atherectomy, laser therapy or stents.

After any payment for Cancer, Coronary Artery Angioplasty or Loss of Use of Limbs and/or Sight, the Crisis Recovery Sum Insured will be reduced by the payment made.

Once total payments under the Crisis Recovery benefit reach the Crisis Recovery Sum Insured the Crisis Recovery benefit will cease.

In the event of the payment of a claim, including a claim under the Chronic Diagnosis Advancement benefit (see condition 3.2.5), the Life Cover Sum Insured and the Sum Insured under any Permanent Disablement benefit (under the Life Cover Plan or Superannuation Life Cover benefit or Superannuation PLUS benefit) or Loss of Independence benefit will be reduced by the amount of the payment made under this benefit.

### 3.2.3 Qualifying Period on Commencement, Increase or Reinstatement

The Crisis Recovery benefit will not be paid if the Life Insured sustains one of the Crisis Events listed below within three months after the benefit commencement date or the date of any increase or reinstatement of the benefit. These Crisis Events are:

- Accidental HIV Infection
- Benign Brain Tumour
- Cancer
- Coronary Artery Angioplasty
- Coronary Artery By-pass Surgery
- Heart Attack
- Heart Valve Replacement
- Major Organ Transplant
- Other Serious Coronary Artery Disease
- Pulmonary Arterial Hypertension (primary)
- Stroke
- Surgery to the Aorta

On any increase in the Sum Insured under this benefit, the same condition applies from the date of the increase in relation to the amount of the increase.

The three months qualifying period will be waived provided this is a replacement policy from a previous insurer with the same sum insured or lower, and the full qualifying period under the in force policy to be replaced has elapsed.

### 3.2.4 Pre-existing Medical Condition

If the Life Insured has consulted a Medical Practitioner or undergone an investigation in relation to a Crisis Event before the benefit commencement date or the date of any increase or reinstatement of the benefit and has not disclosed full details to Us before the benefit commencement date or the date of any increase or reinstatement of the benefit, then the Crisis Recovery benefit will not be paid in respect of that Crisis Event and any associated Crisis Event(s).

### 3.2.5 Chronic Diagnosis Advancement Benefit

The Chronic Diagnosis Advancement benefit is an advanced payment of the Crisis Recovery benefit, payable when certain Crisis Events (see below) have been diagnosed, but have not yet met the definition of that Crisis Event as described in condition 8 of the Policy.

The payment is 25% of the Crisis Recovery Sum Insured, to a maximum of \$25,000 under all policies issued by Us covering the Life Insured.

The Chronic Diagnosis Advancement benefit will be paid if an appropriate specialist Medical Practitioner confirms, to Our satisfaction, that the Life Insured:

- has suffered or been medically diagnosed with one of the following Crisis Events:
  - Motor Neurone disease,
  - Multiple Sclerosis,
  - Muscular Dystrophy, and
  - Parkinson's Disease
 but has not yet met the definition of that Crisis Event in condition 8 of the Policy; or
- has been placed on a waiting list to receive a major organ transplant of the kind described in the definition of the 'Major Organ Transplant' Crisis Event (see condition 8) and that the procedure is unrelated to any previous procedure or surgery undergone by the Life Insured.

If the Chronic Diagnosis Advancement benefit is paid, the Crisis Recovery Sum Insured will be reduced by the amount paid. If the Life Insured subsequently qualifies for the payment of the Crisis Recovery benefit, the reduced Crisis Recovery benefit will be paid.

Only one Chronic Diagnosis Advancement benefit payment will be made in respect of the Life Insured.

### 3.2.6 Proof of Positive Diagnosis of a Crisis Event Required

Written proof of positive diagnosis of a Crisis Event must be provided to Us at Our head office in the case of claim within 90 days after the date of such diagnosis. Failure to provide such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is provided as soon as is reasonably possible. We shall at Our own expense have the right and opportunity to examine the Life Insured when and as often as We may reasonably require in connection with a claim.

The Crisis Recovery benefit will not be payable unless the Crisis Event and the date thereof is confirmed in writing by a Medical Practitioner(s) and/or legally qualified pathologist(s), and who shall base their diagnosis solely on the definition contained herein

of the particular Crisis Event after a study of the histological material and clinical presentation based on the medical history, physical examination, radiological studies, and the results of any other diagnostic procedures performed on the Life Insured. Any such diagnosis must be confirmed by Us.

### 3.2.7 Claim Forms

Following receipt of a written notice of claim, We shall supply You with the appropriate form(s) to enable proof of positive diagnosis to be filed with Us.

### 3.2.8 Limitations

- The maximum Crisis Recovery benefit to be paid in respect of any and all claims arising from coverage under this benefit will not exceed in total the Crisis Recovery Sum Insured.
- After the happening of one Crisis Event for which payment of the full Crisis Recovery Sum Insured has been made, no further amount will be payable under the Crisis Recovery benefit. The Crisis Recovery benefit can be reinstated if You have selected the Crisis Reinstatement benefit (see condition 3.4).
- The Crisis Recovery benefit does not cover any disease, sickness or incapacity other than a Crisis Event as defined herein that occurs during the period the Crisis Recovery benefit remains in force.

### 3.2.9 Benefit Reduction

The Crisis Recovery Sum Insured will be reduced by the payment of a claim under the following benefits:

- Crisis Recovery,
- Chronic Diagnosis Advancement,
- Terminal Illness under the Life Cover Plan or the Superannuation Life Cover Plan,
- Permanent Disablement (including Partial and Permanent Disablement) under the Life Cover Plan or the Superannuation PLUS benefit,
- Permanent Disablement under the Superannuation Life Cover benefit, and
- Loss of Independence under the Life Cover Plan or the Superannuation PLUS benefit.

The Crisis Recovery Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Crisis Recovery Sum Insured.

### 3.2.10 Conversion to Loss of Independence at age 70

If the Life Insured is covered under the Crisis Recovery benefit and there has not been a claim under the Policy, then the Crisis Recovery benefit will continue as a Loss of Independence benefit beyond the Expiry Date of the Crisis Recovery benefit until the Expiry Date of the Policy.

We will pay the Loss of Independence Sum Insured if the Life Insured meets the Loss of Independence definition in condition 8. We will pay the Loss of Independence benefit once only.

In the event of a claim under the Loss of Independence benefit, the Life Cover Sum Insured will be reduced by any amount paid under this benefit.

The Loss of Independence Sum Insured will be reduced by any payment under the Terminal Illness benefit (under the Life Cover Plan or the Superannuation Life Cover Plan).

Where the Life Insured is covered for the Crisis Recovery benefit and not covered for the Permanent Disablement benefit, the Loss of Independence Sum Insured under the Crisis Recovery benefit will be the lesser of:

- Crisis Recovery Sum Insured at the time the Crisis Recovery benefit expires; and
- \$1,000,000.

Where the Life Insured is covered for both the Crisis Recovery and Permanent Disablement benefits, the Loss of Independence benefit will commence from the Expiry Date of the Permanent Disablement benefit (i.e. the latest Policy Anniversary prior to the Life Insured's 65th birthday) with a sum insured equal to the lesser of the Permanent Disablement Sum Insured at that time and \$1,000,000. From the Expiry Date of the Crisis Recovery benefit (i.e. the latest Policy Anniversary prior to the Life Insured's 70th birthday) the Loss of Independence Sum Insured will increase to the Crisis Recovery Sum Insured at that time, if the Crisis Recovery Sum Insured at that time is greater, subject to a maximum sum insured of \$1,000,000.

### 3.2.11 Termination

The Crisis Recovery benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
  - death of the Life Insured;
  - Expiry Date of the benefit (see condition 3.14.1);
  - date the benefit is cancelled;
  - date the Policy lapses or is cancelled; or
  - date the Superannuation Life Cover Plan lapses or is cancelled;
- whichever is the earliest to occur.

## 3.3 Crisis Recovery Buy-back Benefit

**The 'Crisis Recovery Buy-back Benefit' condition applies only if the Crisis Recovery Buy-back benefit has been selected. The benefits selected are shown on the Policy Schedule.**

### 3.3.1 Benefit

If a claim is paid for the full Sum Insured under the Crisis Recovery benefit, the Life Cover Sum Insured (and any Permanent Disablement Sum Insured under Life Cover Plan, Superannuation Life Cover benefit or Superannuation PLUS benefit) will be reduced by the amount of the claim paid. The Crisis Recovery Buy-back benefit allows You the option to repurchase at the option date the reduction in the Life Cover Sum Insured (only). The option date is 12 months after the date of the claim payment. The option must be exercised within 30 days after the option date. This repurchase will be subject to the premium rates then applicable for the Life Insured's age next birthday.

No further Crisis Recovery benefit will be payable and any reduction in the Permanent Disablement Sum Insured (under Life Cover Plan, Superannuation Life Cover benefit or Superannuation PLUS benefit) will not be reinstated.

The Crisis Recovery Buy-back benefit does not apply where the reduction in the Life Cover Sum Insured was due to the payment of a benefit less than 100% of the Crisis Recovery Sum Insured for a Cancer, Coronary Artery Angioplasty, Loss of Use of Limbs and/or Sight or the payment of the Chronic Diagnosis Advancement benefit.



The repurchase of the Life Cover Sum Insured will be:

- subject to Our premium rates applicable at the time of buy-back;
- available without evidence of health; and
- provided on the same underwriting acceptance terms as were applied to the original Life Cover benefit.

### 3.3.2 Termination

The Crisis Recovery Buy-back benefit will terminate on the:

- date the buy-back option under the benefit is exercised;
- death of the Life Insured;
- 30 days after the expiration of 12 months from the date of payment of the full Sum Insured under the Crisis Recovery benefit;
- Expiry Date of the benefit (see condition 3.14.1);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled; or
- date the Superannuation Life Cover Plan lapses or is cancelled;

whichever is the earliest to occur.

## 3.4 Crisis Reinstatement Benefit

**The ‘Crisis Reinstatement Benefit’ condition applies only if the Crisis Reinstatement benefit has been selected.**

**The benefits selected are shown on the Policy Schedule.**

After a Crisis Recovery benefit has been paid for the full Sum Insured, the Policy Owner will have the option of reinstating the Crisis Recovery Sum Insured on the first anniversary of the date of payment of the Crisis Recovery benefit. The Crisis Reinstatement benefit can only be purchased with the Crisis Recovery Buy-back benefit. The Crisis Recovery Buy-back option will have to be exercised at the same time as the Crisis Reinstatement option. The Crisis Recovery Sum Insured at all times may not exceed the Life Cover Sum Insured.

After a Crisis Recovery benefit has been reinstated, the number of Crisis Events for which the Life Insured will be covered will be in accordance with the following rules:

Module Chosen	Crisis Events Group Claimed From	Module or Group Reinstated
Comprehensive Crisis	Cancer	Coronary Plus Module*
Comprehensive Crisis	Coronary	Cancer Plus Module*
Comprehensive Crisis	Other Serious Crisis Events	Comprehensive Crisis Module#
Cancer and Coronary	Cancer	Coronary Group
Cancer and Coronary	Coronary	Cancer Group
Cancer Plus	Cancer	Other Serious Crisis Events Group*
Cancer Plus	Other Serious Crisis Events	Cancer Plus Module#
Coronary Plus	Coronary	Other Serious Crisis Events Group*
Coronary Plus	Other Serious Crisis Events	Coronary Plus Module#

\*Where a Crisis Recovery benefit has been paid in respect of a Crisis Event in either the Cancer group or Coronary group and the Crisis Recovery benefit has been reinstated, going forward the Life Insured will be covered for all Crisis Events within the reinstated groups other than the Loss of Independence Crisis Event.

#Where a Crisis Recovery benefit has been paid for a Crisis Event in the Other Serious Crisis Events group and the Crisis Recovery benefit has been reinstated, going forward the Life Insured will be covered for all Crisis Events within the Other Serious Crisis Events group other than the Crisis Event for which the Crisis Recovery benefit has already been paid and the Loss of Independence Crisis Event.

After the Crisis Recovery benefit has been reinstated, the premium for the Crisis Recovery benefit will be based on the Crisis Recovery module in force prior to the payment of the claim in respect to a Crisis Event. The Crisis Recovery benefit can be reinstated only once under the Crisis Reinstatement benefit.

### 3.4.1 Termination

The Crisis Recovery Reinstatement benefit will terminate on the:

- date the reinstatement option under the benefit is exercised;
- death of the Life Insured;
- 30 days after the expiration of 12 months from the date of payment of the full Sum Insured under the Crisis Recovery benefit;
- Expiry Date of the benefit (see condition 3.14.1);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled; or
- date the Superannuation Life Cover Plan lapses or is cancelled;

whichever is the earliest to occur.

## 3.5 Female Crisis Assistance Benefit

**The ‘Female Crisis Assistance Benefit’ condition applies only if the Female Crisis Assistance benefit has been selected.**

**The benefits selected are shown on the Policy Schedule.**

If the Life Insured is diagnosed with one of the events listed below and defined in condition 8 and if We confirm the diagnosis, We will pay a lump sum equal to the Female Crisis Assistance Sum Insured. After the payment of a claim under the Female Crisis Assistance benefit in respect of an event no further amount will be payable under the benefit for that event. There can be a maximum of five payments under the Female Crisis Assistance benefit but only one payment per event covered.

### 3.5.1 Events Covered

The events covered are listed below and are defined in condition 8.

- Female Cancers,
- Complications of Pregnancy,
- Congenital Abnormalities of Child,
- Reconstructive Cosmetic Surgery, and
- Other Illnesses.

The medical conditions covered under each of the events are:

- Female Cancers:
  - Carcinoma in situ of female organs
    - breast
    - cervix
    - uterus
    - ovary
    - vagina
    - vulva or
    - fallopian tube.
- Complications of Pregnancy. Complications include:
  - Pre-eclampsia of pregnancy
  - Disseminated Intravascular Coagulation
  - Ectopic Pregnancy
  - Hydatidiform Mole
  - Stillbirth
- Congenital Abnormalities of Child. Congenital Abnormalities include:
  - Down’s Syndrome
  - Spina Bifida Myelomeningocele
  - Tetralogy of Fallot
  - Transposition of Great Vessels
  - Congenital Blindness
  - Congenital Deafness
- Reconstructive Cosmetic Surgery
  - Reconstructive Cosmetic Surgery or Skin Grafting due to Accident – (100% of Sum Insured under the Female Crisis Assistance benefit for medically necessary reconstructive cosmetic surgery or skin grafting due to an accident)
  - Reconstructive Cosmetic Surgery or Skin Grafting due to Crisis Event Covered – (50% of Sum Insured under the Female Crisis Assistance benefit for medically necessary reconstructive cosmetic surgery or skin grafting due to Crisis Event covered)
- Other Illnesses
  - Osteoporosis
  - Rheumatoid Arthritis
  - Systemic Lupus Erythematosus

**3.5.2 Age Limitations**

Coverage for each event under the Female Crisis Assistance benefit expires at the latest Policy Anniversary prior to the Life Insured attaining a specific age. The specific ages for each event are as follows:

Event	Age
Female Cancers	70
Complications of Pregnancy	46
Congenital Abnormalities of Child	46
Reconstructive Cosmetic Surgery	70
Other Illnesses	70

**3.5.3 Qualifying Period on Commencement, Reinstatement or Increase**

In the event that the Life Insured has sustained one of the following events within one year after the commencement date of this benefit or its reinstatement, then the Female Crisis Assistance benefit will not be payable in respect of the event:

- Female Cancers
- Complications of Pregnancy
- Congenital Abnormalities of Child

In the event that the Life Insured has sustained one of the medical conditions covered under the event of ‘Other Illnesses’ within 90 days after the commencement date of this benefit or its reinstatement, then the Female Crisis Assistance benefit will not be payable in respect of this event.

In the event that the Life Insured has sustained an accident that results in the event of ‘Reconstructive Cosmetic Surgery’ before the commencement date of this benefit or its reinstatement, then the Female Crisis Assistance benefit will not be payable in respect of this event.

On any increase in the Sum Insured under this benefit, the same conditions stated above apply from the date of the increase in relation to the amount of the increase.

**3.5.4 Survival Period**

The Female Crisis Assistance benefit will only be paid for the event of ‘Congenital Abnormalities of Child’ if the child survives for 30 days or longer after birth.

**3.5.5 Pre-existing Medical Condition**

In the event that the Life Insured has consulted a Medical Practitioner or undergone an investigation in relation to an event(s) and has not disclosed full details to Us before the commencement date of this benefit or its reinstatement, then this benefit will not be payable in respect of the event(s) in question and any associated event(s).

**3.5.6 Proof of Positive Diagnosis of an Event Required**

Written proof of positive diagnosis of an event must be provided to Us at Our head office in the case of a claim within 90 days after the date of such diagnosis. Failure to provide such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is provided as soon as is reasonably possible. We shall at Our own expense have the right and opportunity to examine the Life Insured when and as often as We may reasonably require in connection with a claim.

The Female Crisis Assistance benefit will not be payable unless the event and the date thereof is confirmed in writing by Medical Practitioner(s) and/or legally qualified pathologists, and who shall base their diagnosis solely on the definition contained herein of the particular event after a study of the histological material and clinical presentation based on the medical history, physical examination, radiological studies, and results of any other diagnostic procedures performed on the Life Insured. Any such diagnosis must be confirmed by Us.

### 3.5.7 Claim Forms

See condition 3.2.7.

### 3.5.8 General Limitations

The maximum Female Crisis Assistance benefit to be paid in respect of any claim arising from coverage under this benefit shall not exceed in total the Female Crisis Assistance Sum Insured.

After the happening of an event for which payment of the Female Crisis Assistance Sum Insured has been made, no further amount shall be payable under the Female Crisis Assistance benefit for that event. That is, there can be a maximum of five payments under the Female Crisis Assistance Benefit but only one payment per event covered.

The Female Crisis Assistance benefit does not cover any disease or sickness or incapacity other than an event as defined herein which occurs during the period the Female Crisis Assistance benefit remains in force.

### 3.5.9 Maintenance of Benefits

In the event of the payment of a claim under the Female Crisis Assistance benefit, the Life Cover benefit and any other benefit in force at that time under the Policy will continue without any reduction in Sum(s) Insured and the applicable benefits will continue unaffected.

Also the Female Crisis Assistance benefit Sum Insured will not be reduced by the payment of a claim under the Crisis Recovery benefit.

### 3.5.10 Termination

The Female Crisis Assistance benefit will terminate on the:

- payment of an amount under the benefit, if that payment means that a payment has been made for each event covered under the benefit;
  - death of the Life Insured;
  - Expiry Date of the benefit (see condition 3.14.1);
  - date the benefit is cancelled; or
  - date the Policy lapses or is cancelled;
- whichever is the earliest to occur.

## 3.6 Child's Recovery Benefit

**The 'Child's Recovery Benefit' condition applies only if the Child's Recovery benefit has been selected. The benefits selected are shown on the Policy Schedule.**

'INSURED CHILD' means the child insured under the Child's Recovery Benefit. The child must be the natural child, the stepchild or the adopted child of the Policy Owner or the Life Insured.

If the Insured Child survives for 14 days from the date the Insured Child is diagnosed with one of the events listed in condition 3.6.1 and if We confirm the diagnosis, We will pay a lump sum equal to the Child's Recovery Sum Insured. Upon the payment of a claim for the full Child's Recovery Sum Insured in respect of an event covered under the Child's Recovery benefit, the benefit will cease and no further amount will be payable under the benefit.

### 3.6.1 Events Covered

The Events covered are listed below and the Crisis Events (below) are defined in condition 8.

- Death
- Terminal Illness
- Crisis Events
  - Accidental HIV infection
  - Aplastic anaemia
  - Bacterial meningitis
  - Blindness
  - Cancer\*
  - Cardiomyopathy
  - Coma
  - Kidney failure
  - Loss of hearing
  - Loss of limbs and/or sight
  - Loss of speech
  - Major burns
  - Major head trauma
  - Major organ transplant
  - Paralysis
    - Diplegia
    - Hemiplegia
    - Paraplegia
    - Quadriplegia
  - Stroke
  - Viral encephalitis

\*We will not pay a benefit for 'carcinoma in situ of the breast' under the Child's Recovery benefit.

### 3.6.2 Qualifying Period on Commencement, Increase or Reinstatement

The Child's Recovery benefit will not be paid if the Insured Child sustains one of the Crisis Events listed below within three months after the benefit commencement date or the date of any reinstatement of the benefit. These Crisis Events are:

- Cancer;
- Major organ transplant;
- Stroke; and
- Accidental HIV infection.

On any increase in the Sum Insured under the benefit, the same condition applies from the date of the increase in relation to the amount of the increase.

### 3.6.3 Pre-existing Medical Condition

If the Insured Child has consulted a doctor or undergone an investigation in relation to an event(s) before the benefit commencement date and full details have not been disclosed to Us the Child's Recovery benefit will not be paid in respect of that event(s) and any associated event(s).

### 3.6.4 Conversion Option to Crisis Recovery Benefit

This benefit guarantees each Insured Child the right to purchase a Crisis Recovery Stand Alone benefit under a separate insurance Policy providing cover on their own life up to the Sum Insured under the Child's Recovery benefit under which the Insured Child is covered, on standard terms and conditions without evidence of health. The option should be exercised by the Insured Child writing to Us in the 30-day period starting on the Expiry Date of the Child's Recovery benefit (see condition 3.14.1 for Expiry Date).

### 3.6.5 Proof of Positive Diagnosis of a Crisis Event Required

Written proof of positive diagnosis of a Crisis Event must be provided to Us at Our head office in the case of claim within 90 days after the date of such diagnosis. Failure to provide such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is provided as soon as is reasonably possible. We shall at Our own expense have the right and opportunity to examine the Insured Child when and as often as We may reasonably require in connection with a claim.

The Child's Recovery benefit will not be payable unless the Crisis Event and the date thereof is confirmed in writing by a Medical Practitioner(s) and/or legally qualified pathologist(s), and who shall base their diagnosis solely on the definition contained herein of the particular Crisis Event after a study of the histological material and clinical presentation based on the medical history, physical examination, radiological studies, and the results of any other diagnostic procedures performed on the Insured Child. Any such diagnosis must be confirmed by Us.

### 3.6.6 Claim Forms

See condition 3.2.7.

### 3.6.7 Limitations

- The maximum Child's Recovery benefit to be paid in respect of any and all claims arising from coverage under the benefit will not exceed in total the Child's Recovery Sum Insured.
- After the happening of one event for which payment of the full Child's Recovery Sum Insured has been made, no further amount will be payable under the Child's Recovery benefit.
- The Child's Recovery benefit does not cover any disease, sickness or incapacity other than a Crisis Event as defined herein which occurs during the period the Child's Recovery benefit remains in force.

### 3.6.8 Termination

The Child's Recovery benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
  - death of the Insured Child or Life Insured;
  - Expiry Date of the benefit (see condition 3.14.1);
  - date the benefit is cancelled; or
  - date the Policy lapses or is cancelled;
- whichever is the earliest to occur.

## 3.7 Permanent Disablement Benefit

**The 'Permanent Disablement Benefit' condition applies only if the Permanent Disablement benefit has been selected. The benefits selected are shown on the Policy Schedule.**

### 3.7.1 Benefits

#### (a) Total and Permanent Disablement

The definition of Total and Permanent Disablement applicable under the Policy is shown on the Policy Schedule.

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Permanent Disablement Sum Insured.

The premium that will be charged for the benefit depends on the definition of total and permanent disablement You select (see definitions in condition 8) and on the occupation category of the Life Insured.

#### Applicable for Total and Permanent Disablement (Any Occupation) definition only

If the Life Insured returns to work in any other reasonable occupation, after being absent from employment solely as a result of Injury or Sickness for an uninterrupted period of at least 3 consecutive months, He or She will still qualify for a Permanent Disablement benefit if the occupation does not provide remuneration at a rate greater than 25% of the Life Insured's Pre-disablement Income.

#### (b) Partial and Permanent Disablement

A partial benefit will be paid if the Life Insured suffers a permanent loss of use of one arm, or one leg or the permanent loss of sight in one eye.

The partial benefit payable will be the lesser of 25% of the Sum Insured and \$250,000.

The partial benefit will be paid only once during the lifetime of the policy. Any payment made under the partial benefit provisions will reduce the Sum Insured under the Permanent Disablement benefit.

#### (c) Financial Planning Reimbursement

On the payment of a claim for the full Permanent Disablement Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below.

This benefit will be paid **in addition** to the claim amount otherwise due to the Policy Owner under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first 6 months following the claim payment;
- Maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit could be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

### 3.7.2 Benefit Reduction

The Permanent Disablement Sum Insured will be reduced by the payment of a claim under the following benefits:

- Partial and Permanent Disablement,
- Permanent Disablement under the Superannuation Life Cover benefit,
- Terminal Illness under the Life Cover Plan or Superannuation Life Cover Plan, and
- Crisis Recovery.

The Permanent Disablement Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Permanent Disablement Sum Insured.

### 3.7.3 Conversion to Loss of Independence at age 65

If the Life Insured is covered under the Permanent Disablement benefit and there has not been a claim under the Policy, then the Permanent Disablement benefit will continue as a Loss of Independence benefit beyond the Expiry Date of the Permanent Disablement benefit until the Expiry Date of the Policy. This conversion option will not be available where the Life Insured is covered under the benefit for the Total and Permanent Disablement (All Duties) definition (occupation category E).

We will pay the Loss of Independence Sum Insured if the Life Insured meets the Loss of Independence definition (see condition 8). We will pay the Loss of Independence benefit once only.

In the event of a claim under the Loss of Independence benefit, the Life Cover Sum Insured and any Crisis Recovery Sum Insured will be reduced by any amount paid under this benefit.

The Loss of Independence Sum Insured will be reduced by any payment under the Terminal Illness benefit (under the Life Cover Plan or the Superannuation Life Cover Plan) or the Crisis Recovery benefit.

The Loss of Independence Sum Insured, issued on conversion from the Permanent Disablement Stand Alone benefit, will not be reduced by any payment under the Life Cover benefit or Crisis Recovery benefit.

Where the Life Insured is covered for the Permanent Disablement benefit and not covered for the Crisis Recovery benefit, the Loss of Independence Sum Insured under the Permanent Disablement benefit will be the lesser of:

- Permanent Disablement Sum Insured at the time the Permanent Disablement benefit expires; and
- \$1,000,000.

Where the Life Insured is covered for both the Crisis Recovery and Permanent Disablement benefits, the Loss of Independence benefit will commence from the Expiry Date of the Permanent Disablement benefit (i.e. the latest Policy Anniversary prior to the Life Insured's 65th birthday) with a Sum Insured equal to the lesser of the Permanent Disablement Sum Insured at that time and \$1,000,000. From the Expiry Date of the Crisis Recovery benefit (i.e. the latest Policy Anniversary prior to the Life Insured's 70th birthday) the Loss of Independence Sum Insured will increase to the Crisis Recovery Sum Insured at that time, if the Crisis Recovery Sum Insured at that time is greater, subject to a maximum sum insured of \$1,000,000.

The total Sum Insured for the Loss of Independence benefit issued on conversion from the Permanent Disablement benefit and any optional Crisis Recovery benefit under the Life Cover

benefit and for the Loss of Independence benefit issued on conversion from the Permanent Disablement Stand Alone benefit, cannot exceed \$1,000,000.

### 3.7.4 Termination

The Permanent Disablement benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.14.1);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled; or
- date the Superannuation Life Cover Plan lapses or is cancelled;

whichever is the earliest to occur.

## 3.8 Permanent Disablement Buy-back Benefit

**The 'Permanent Disablement Buy-back' condition applies only if the Permanent Disablement Buy-back benefit has been selected. The benefits selected are shown on the Policy Schedule.**

### 3.8.1 Benefit

If a claim is paid for the full Sum Insured under the Permanent Disablement benefit, the Life Cover Sum Insured (and any Crisis Recovery Sum Insured) will be reduced by the amount of the claim paid. The Permanent Disablement Buy-back benefit allows You the option to repurchase at the option date the reduction in the Life Cover Sum Insured (only). The option date is 12 months after the date of the claim payment. The option must be exercised within 30 days after the option date. This repurchase will be subject to the premium rates then applicable for the Life Insured's age next birthday.

No further Permanent Disablement benefit will be payable and any reduction in the Crisis Recovery Sum Insured will not be reinstated.

The repurchase of the Life Cover Sum Insured will be:

- subject to Our premium rates applicable at the time of buy-back;
- available without evidence of health; and
- provided on the same underwriting acceptance terms as were applied to the original Life Cover benefit.

### 3.8.2 Termination

The Permanent Disablement Buy-back benefit will terminate on the:

- date the buy-back option under the benefit is exercised;
- death of the Life Insured;
- 30 days after the expiration of 12 months from the date of payment of the full Sum Insured under the Permanent Disablement benefit;
- Expiry Date of the benefit (see condition 3.14.1);
- date the benefit is cancelled;
- date the Policy lapses or is cancelled; or
- date the Superannuation Life Cover Plan lapses or is cancelled;

whichever is the earliest to occur.

### 3.9 Waiver of Premium Benefit

The 'Waiver of Premium Benefit' condition applies only if the Waiver of Premium benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.9.1 Benefit

The definition of Total and Permanent Disablement applicable under the Policy is shown on the Policy Schedule.

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement applicable under the Policy as defined in condition 8, We shall waive the premiums for the following benefits:

- Life Cover;
- Other Rider Benefits under the Life Cover benefit. They are:
  - Crisis Recovery,
  - Crisis Recovery Buy-back,
  - Crisis Reinstatement,
  - Female Crisis Assistance,
  - Child's Recovery,
  - Permanent Disablement Buy-back, and
  - Forward Underwriting.
- Term Cover;
- Accidental Death;
- Crisis Recovery Stand Alone; and
- Rider Benefits under the Crisis Recovery Stand Alone benefit. They are:
  - Crisis Reinstatement,
  - Female Crisis Assistance,
  - Child's Recovery, and
  - Forward Underwriting;
 up to the latest Policy Anniversary prior to the Life Insured's 65th birthday. Direct premium payments by the Policy Owner will then resume.

The definition of Total and Permanent Disablement applicable under the Policy contains a qualifying period (either three or six months) during which the Life Insured must be 'absent from employment solely as a result of Injury or Sickness' in order to be eligible to claim under the benefit. You must pay premiums during the qualifying period relating to Your chosen definition of Total and Permanent Disablement and they will not be refunded if and when We accept the Waiver of Premium claim. In the event of disablement You must continue to pay premiums until the claim is assessed and accepted by Us.

#### 3.9.2 Indexation Increases

Premiums will be waived for benefit indexation increases which occur after the start of the Total and Permanent Disablement of the Life Insured.

#### 3.9.3 Voluntary Increases

Premiums will not be waived for voluntary increases in certain benefits which occur after the start of the Total and Permanent Disablement of the Life Insured. These benefits are:

- Life Cover Plan
  - Life Cover (including the repurchase of Life Cover Sum Insured under the Crisis Recovery Buy-back benefit or the Permanent Disablement Buy-back benefit and the purchase of Life Cover Sum Insured under the Guaranteed Future Insurability and Forward Underwriting benefits);
  - Crisis Recovery (including the purchase of Crisis Recovery sum insured under the Forward Underwriting benefit);
  - Crisis Recovery Buy-back;
  - Crisis Reinstatement;
  - Female Crisis Assistance;
  - Child's Recovery (including the addition of a child), and
  - Term Cover;
- Crisis Recovery Stand Alone Plan
  - Crisis Recovery Stand Alone (including the purchase of Crisis Recovery sum insured under the Forward Underwriting benefit);
  - Crisis Reinstatement;
  - Female Crisis Assistance; and
  - Child's Recovery (including the addition of a child).

#### 3.9.4 Termination

The Waiver of Premium benefit will terminate on the:

- death of the Life Insured;
  - Expiry Date of the benefit (see condition 3.14.1);
  - date the benefit is cancelled; or
  - date the Policy lapses or is cancelled;
- whichever is the earliest to occur.

### 3.10 Forward Underwriting Benefit

The Forward Underwriting benefit conditions apply if the Forward Underwriting benefit is selected under the Life Cover Plan or under the Crisis Recovery Stand Alone Plan.

#### 3.10.1 Benefit

The Forward Underwriting benefit allows You to use the Life Insured's current state of health at the commencement of this benefit to secure the option to buy cover in the future, with no medical underwriting, upon the occurrence of certain events. This benefit secures the option to buy cover for the following benefits:

- Life Cover (Life Cover Plan or Superannuation Life Cover Plan),
- Term Cover (Life Cover Plan or Superannuation Life Cover Plan),
- Permanent Disablement (Life Cover Plan or Superannuation Life Cover Plan),
- Permanent Disablement Stand Alone (Life Cover Plan or Superannuation Life Cover Plan),
- Crisis Recovery (Life Cover Plan or Superannuation Life Cover Plan), and
- Crisis Recovery Stand Alone (Crisis Recovery Stand Alone Plan).

#### 3.10.2 Forward Underwriting Cover Amount

The Forward Underwriting Cover Amount is the maximum cover, over the lifetime of the benefit, that You can apply to buy a new Priority Protection policy in the future, or to increase the coverage of an existing Priority Protection policy. This amount is selected at the commencement of the benefit and is shown on the Policy Schedule.

### 3.10.3 Option Percentage

The Option Percentage is the percentage of the Forward Underwriting Cover Amount that may be exercised to buy cover upon the occurrence of certain 'Business Events', 'Personal Events' or 'Other Events'. The 'Business Events', 'Personal Events' and 'Other Events' covered and conditions applying are explained below.

**Business Events** covered are:

- Increase in personal liability;
- Increase in shareholder value; and
- Increase in the Life Insured's value to the business.

For these Business Events, the life cover, permanent disablement or crisis recovery sum insured that can be purchased under this option is the lesser of:

- 50% of the Forward Underwriting Cover Amount; and
- The amount of increase in the Life Insured's monetary liabilities, shareholder value or value to the business as a result of business activity.

**Personal Events** covered are:

- Marriage;
- Permanent Separation;
- Mortgage;
- Birth or adoption of a child;
- Child dependant's education cost; and
- Birth of child with Spina Bifida or Cerebral Palsy.

**Other Events** covered are:

- Every third benefit anniversary

These events are defined in condition 8.

For these Personal Events and Other Events, excluding Mortgage and Child dependant's education cost, the life cover, permanent disablement or crisis recovery sum insured that can be purchased under these options is 25% of the Forward Underwriting Cover Amount.

For Mortgage, the life cover, permanent disablement or crisis recovery Sum Insured that can be purchased under this option is the lesser of:

- 50% of the Forward Underwriting Cover Amount; and
- The value of the mortgage.

For Child dependant's education cost, the life cover, permanent disablement or crisis recovery Sum Insured that can be purchased under this option is the lesser of:

- 25% of the Forward Underwriting Cover Amount; and
- The number of years of future attendance at an institution, multiplied by the first year's tuition fees, PLUS the number of years of future attendance at an institution, multiplied by the first year's fees for accommodation provided by the institution.

A combination of life cover benefits, permanent disablement benefits and crisis recovery benefits may be purchased when exercising an option, up to a maximum of the Option Percentage available for that option.

### 3.10.4 Conditions and Limitations

- When an option is exercised:
  - the minimum amount of cover that must be purchased is \$10,000;
  - the rules and limitations of the benefit(s) purchased will be applied;
  - all benefits with Us and other insurers will be taken into consideration;
  - the minimum contractual premium at that time must be adhered to.
- Options can only be exercised up to the latest Policy Anniversary prior to the Life Insured's 65th birthday.
- Any options to purchase permanent disablement or crisis recovery cover can only be exercised if the Life Insured has not exceeded the maximum sum insured limits for permanent disablement and crisis recovery, respectively, issued by Us or other insurers.
- All increases in coverage are subject to financial underwriting at the time the option is exercised.
- The sum of the amounts of cover purchased under all options exercised over the lifetime of the benefit may not exceed the Forward Underwriting Cover Amount.
- An option to purchase a permanent disablement benefit can only be exercised if the Life Insured is not permanently disabled (total or partial) and is not eligible to make a claim on any permanent disablement benefit with Us or any other insurer.
- If the Life Insured suffers a Crisis Event and a claim is made under a crisis recovery benefit that was purchased by the exercise of an option, the exercise of any future options to purchase crisis recovery cover will be governed by the reinstatement rules found in condition 4.2.
- The application to buy coverage must occur within 60 days after the occurrence of the 'Business Event' or 'Personal Event' or 'Other Event'.
- When an option is exercised to purchase a new Priority Protection policy, the Life Insured must be the same as the Life Insured under the existing Priority Protection policy. When an option is exercised to increase cover under an existing Priority Protection policy, both the Policy Owner and the Life Insured must be the same as under the existing Priority Protection policy.
- Payment for a Crisis Event under crisis cover purchased by the exercise of an option will be made only if diagnosis of that Crisis Event occurred after the option was exercised.
- Only one option may be exercised in each policy year. This condition does not apply to the Personal Event 'Birth of child with Spina Bifida or Cerebral Palsy'.

### 3.10.5 Termination:

The Forward Underwriting Benefit will terminate on the:

- death of the Life Insured;
  - Expiry Date of the benefit (see condition 3.14.1);
  - date the benefit is cancelled;
  - date the Policy lapses or is cancelled; or
  - date the sum of the amounts of cover purchased under all options exercised over the lifetime of the benefit is equal to the Forward Underwriting Cover Amount;
- whichever is the earliest to occur.

### 3.11 Term Cover Benefit

The 'Term Cover Benefit' condition applies only if the Term Cover benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.11.1 Benefits

##### (a) Death

If the Life Insured dies prior to the Expiry Date of the benefit (see condition 3.14.1), We will pay a lump sum equal to the Term Cover Sum Insured.

##### (b) Final Expenses Benefit

We will pay to the Policy Owner or nominated beneficiary at the time of death of the Life Insured the lower of:

- 10% of the Term Cover Sum Insured, and
- \$10,000.
- The maximum total amount that We will pay under the Final Expenses benefit in respect to the Term Cover benefit and any Life Cover benefit under the Policy will be \$10,000;
- Death certificate and proof of policy ownership must be provided to Us before payment can occur; and
- Any Final Expenses benefit payment under the Term Cover benefit will be deducted from the Term Cover Sum Insured and the balance remaining will be payable upon the settlement of the claim. The Final Expenses benefit **is not a payment in addition to the Term Cover Sum Insured.**

##### (c) Terminal Illness

If the Life Insured is diagnosed with a Terminal Illness as defined in condition 8, We will pay a lump sum amount of 100% of the Term Cover Sum Insured.

##### (d) Financial Planning Reimbursement

On the payment of a claim for the full Term Cover Sum Insured for either the death or the Terminal Illness of the Life Insured, We will reimburse the Policy Owner or the nominated beneficiary the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions outlined below. This benefit will be paid **in addition** to the claim amount otherwise due to the Policy Owner or nominated beneficiary under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first six months following the claim payment;
- Maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit could be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

#### 3.11.2 Termination

The Term Cover benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
  - death of the Life Insured;
  - Expiry Date of the benefit (see condition 3.14.1);
  - date the benefit is cancelled; or
  - date the Policy lapses or is cancelled;
- whichever is the earliest to occur.

### 3.12 Accidental Death Benefit

The 'Accidental Death Benefit' condition applies only if the Accidental Death benefit has been selected. The benefits selected are shown on the Policy Schedule.

#### 3.12.1 Benefit

##### (a) Accidental Death

If the Life Insured dies prior to the Expiry Date of the benefit (see condition 3.14.1) solely as a result of an accident, We will pay a lump sum equal to the Accidental Death Sum Insured. The Life Insured dies solely as a result of an accident if the death satisfies the definition 'Accidental Death' in condition 8.

##### (b) Final Expenses Benefit

- On the Accidental Death of the Life Insured and subject to the conditions below, We will pay to the Policy Owner or nominated beneficiary at the time of death the lower of:
  - 10% of the Accidental Death Sum Insured, and
  - \$10,000;
- Death certificate and proof of policy ownership must be provided to Us before payment can occur; and
- Any Final Expenses benefit payment under the Accidental Death benefit will be deducted from the Accidental Death Sum Insured and the balance remaining will be payable upon the settlement of the claim. The Final Expenses benefit is not a payment in addition to the Accidental Death Sum Insured.

##### (c) Financial Planning Reimbursement

On the payment of a claim for the full Accidental Death Sum Insured for the Accidental Death of the Life Insured, We will reimburse the Policy Owner or the nominated beneficiary the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions outlined below. This benefit will be paid **in addition** to the claim amount otherwise due to the Policy Owner or nominated beneficiary under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first six months following the claim payment;
- Maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit could be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.



### 3.12.2 Limitations

- No Rider Benefit is available under the Accidental Death Cover benefit.
- On diagnosis of a Terminal Illness no benefit will be payable under the Accidental Death benefit.

### 3.12.3 Termination

The Accidental Death benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 3.14.1);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

## 3.13 Permanent Disablement Stand Alone Benefit

The 'Permanent Disablement Stand Alone Benefit' condition applies only if the Permanent Disablement Stand Alone benefit has been selected. The benefits selected are shown on the Policy Schedule.

### 3.13.1 Benefits

#### (a) Total and Permanent Disablement

The definition of Total and Permanent Disablement applicable under the Policy is shown on the Policy Schedule.

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Permanent Disablement Stand Alone Sum Insured.

#### Applicable for Total and Permanent Disablement (Any Occupation) definition only

If the Life Insured returns to work in any occupation, after being absent from employment solely as a result of Injury or Sickness for an uninterrupted period of at least 3 consecutive months, He or She will still qualify for a Permanent Disablement Stand Alone benefit if the occupation does not provide remuneration at a rate greater than 25% of the Life Insured's Pre-disablement Income (defined in condition 8).

The premium that will be charged for the benefit depends on the definition of total and permanent disablement You select (see definitions in condition 8) and on the occupation category of the Life Insured.

#### (b) Partial and Permanent Disablement

A benefit will be paid if the Life Insured suffers a permanent loss of use of one arm, or one leg or the permanent loss of sight in one eye and the Life Insured survives for a period of 14 days, after the loss of the limb or sight in one eye.

The amount of partial benefit payable will be the lesser of 25% of the Permanent Disablement Stand Alone Sum Insured and \$250,000.

The benefit will be paid only once during the lifetime of the Policy. Any payment made under the partial benefit provisions will reduce the sum insured under the Permanent Disablement Stand Alone benefit.

#### (c) Financial Planning Reimbursement

On the payment of a claim for the full Permanent Disablement Stand Alone Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below.

This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first six months following the claim payment;
- Maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit could be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

### 3.13.2 Maintenance of Benefits

In the event of payment of a Permanent Disablement Stand Alone benefit, any Life Cover benefit and any other benefit in force at that time under the Life Cover Plan will continue without any reduction in the Sum Insured, and the applicable benefits will continue unaffected.

### 3.13.3 Conversion to Loss of Independence Benefit at age 65

If the Life Insured is covered under the Permanent Disablement Stand Alone benefit and there has not been a claim under the Policy, then the Permanent Disablement Stand Alone benefit may continue as a Loss of Independence benefit beyond the Expiry Date of the Permanent Disablement Stand Alone benefit until the Expiry Date of the Policy. This conversion option will not be available where the Life Insured is covered under the benefit for the Total and Permanent Disablement (All Duties) definition (occupation category E).

The Sum Insured for the Loss of Independence benefit (issued on conversion from the Permanent Disablement Stand Alone benefit) will be determined as follows:

- Where the Life Insured is covered for the Permanent Disablement Stand Alone benefit and not covered for the optional Permanent Disablement benefit under the Life Cover benefit, the Loss of Independence Sum Insured under the Permanent Disablement Stand Alone benefit will be the lesser of:
  - the Permanent Disablement Stand Alone Sum Insured at the time the Permanent Disablement Stand Alone benefit expires; and
  - \$1,000,000.

- (ii) Where the Life Insured is covered for both the Permanent Disablement Stand Alone benefit and the optional Permanent Disablement benefit under the Life Cover benefit and the Permanent Disablement Sum Insured is at least \$1,000,000 at the time the Permanent Disablement Stand Alone benefit expires, the Loss of Independence benefit (issued on conversion from the Permanent Disablement Stand Alone benefit), will not be available.
- (iii) Where the total Sum Insured under the Permanent Disablement Stand Alone benefit and the optional Permanent Disablement benefit exceeds \$1,000,000 and the Sum Insured under the Permanent Disablement benefit is less than \$1,000,000, the Sum Insured for the Loss of Independence benefit (issued on conversion from the Permanent Disablement Stand Alone benefit), will be \$1,000,000 less the Sum Insured under the Permanent Disablement benefit.
- (iv) Where the total Sum Insured under the Permanent Disablement Stand Alone benefit and the optional Permanent Disablement benefit is less than \$1,000,000, the Sum Insured for the Loss of Independence benefit (issued on conversion from the Permanent Disablement Stand Alone benefit), will be the Sum Insured under the Permanent Disablement Stand Alone benefit.

The total Sum Insured for the Loss of Independence benefit (issued on conversion from the Permanent Disablement Stand Alone benefit) and for the Loss of Independence benefit (issued on conversion from any optional Permanent Disablement benefit and/or any optional Crisis Recovery benefit under the Life Cover benefit), cannot exceed \$1,000,000.

We will pay the Loss of Independence Sum Insured if the Life Insured meets the Loss of Independence definition in condition 8. We will pay the Loss of Independence benefit once only.

### 3.13.4 Termination

The Permanent Disablement Stand Alone benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
  - death of the Life Insured;
  - Expiry Date of the benefit (see condition 3.14.1);
  - date the benefit is cancelled; or
  - date the Policy lapses or is cancelled;
- whichever is the earliest to occur.

## 3.14 Applying to all Benefits

### 3.14.1 Expiry Dates

Premiums and cover for each benefit cease at the Expiry Date of that benefit.

The Expiry Date for each benefit is the latest Policy Anniversary prior to the Life Insured attaining a specific age. The specific ages for each benefit are as follows:

Benefit	Age
Life Cover	100
Crisis Recovery	70
Crisis Recovery Buy-back	65
Crisis Reinstatement	65
Female Crisis Assistance	70
Child's Recovery	70*
Permanent Disablement	65 <sup>^</sup>
Permanent Disablement Buy-back	65 <sup>^</sup>
Loss of Independence	100
Waiver of Premium	65 <sup>^</sup>
Forward Underwriting	65
Term Cover (5 or 10 years)	Term Selected
Accidental Death	100
Permanent Disablement Stand Alone	65 <sup>^</sup>

\* 70th birthday of the Life Insured or the 21st birthday of the Insured Child, if earlier.

<sup>^</sup> 55th birthday of the Life Insured for occupation category E or 65th birthday for all other eligible occupation categories.

### 3.14.2 Maximum Sums Insured

**Life Cover** – None\*\*, but financial underwriting will apply to large Sums Insured.

**Crisis Recovery**† – \$2,000,000#

**Female Crisis Assistance**‡ – \$25,000<sup>^</sup>

**Child's Recovery**‡ – \$200,000 for each Insured Child

**Permanent Disablement**† – \$3,000,000\*

**Loss of Independence**† – \$1,000,000

**Forward Underwriting** – \$10,000,000\$

**Term Cover** – None\*\*, but financial underwriting will apply to large Sums Insured.

**Accidental Death** – \$1,000,000

**Permanent Disablement Stand Alone** – \$3,000,000\*

\*\*Occupation category 'Home Duties' – \$1,500,000 (age up to 40 next birthday), \$1,000,000 (age 41–55 next birthday), \$750,000 (age 56–75 next birthday).

\* \$2,000,000 if the Life Insured is in occupation category B, C or D; \$1,000,000 if the Life Insured is in occupation category E; and \$750,000 (age up to 40 next birthday), \$500,000 (age 41–64 next birthday) if the Life Insured is in the 'home duties' occupational category.

† Cannot exceed the Life Cover Sum Insured selected.

# \$1,500,000 if the Life Insured's age is 56–64 next birthday; \$750,000 (age up to 40 next birthday), \$500,000 (age 41–64 next birthday) if the Life Insured is in the 'home duties' occupational category.

‡ Cannot exceed the Crisis Recovery Sum Insured selected.

<sup>^</sup> The minimum sum insured for this benefit is \$10,000.

\$ Minimum Sum Insured is \$100,000 and, permanent disablement and crisis recovery cover are capped at \$3,000,000 and \$2,000,000, respectively.

The maximums for Permanent Disablement, Permanent Disablement Stand Alone and Loss of Independence will apply to the total sums insured for all similar benefits on the Life Insured with Us and other insurers.

The maximums for Crisis Recovery and Female Crisis Assistance will include the Sum Insured for all similar benefits under the Life Cover benefit and Crisis Recovery Stand Alone benefit (see conditions 4.1 and 4.3) and will apply to the total sums insured for all similar benefits on the Life Insured with Us and other insurers.

The Child's Recovery maximum will include the sum insured for any Child's Recovery benefit under the Life Cover benefit and under the Crisis Recovery Stand Alone benefit (see condition 4.4) and will apply to the total sums insured for all similar benefits on the Insured Child with Us and other insurers.

### 3.14.3 Premiums

Please see condition 2.5 of the Policy Terms and Conditions.

#### 3.14.3.1 Premium Freeze

At each Policy Anniversary, provided the Life Insured is aged 35 years or older and premiums are payable on a stepped premium basis, You may elect to pay the same yearly premium as You paid for the previous policy year. The Sum Insured for each benefit will decrease each year on the Policy Anniversary by an amount as calculated by Us so as to ensure that the premium remains unchanged. You must notify Our office each year before the Policy Anniversary if You wish to continue with the premium freeze option. If Our office is not notified in writing, Your premium will increase in accordance with Your age next birthday.

When the Premium Freeze option is exercised, any indexation of benefit will cease and You will be unable to exercise any of the Guaranteed Future Insurability options (see condition 3.1.1).

The Premium Freeze will not apply to the Term Cover benefit, the Female Crisis Assistance benefit and the Forward Underwriting benefit.

### 3.14.4 Worldwide Protection

The Life Insured is covered under the Policy anywhere in the world, 24 hours each day.

### 3.14.5 Exclusions

The benefits are not payable in the following circumstances:

#### Life Cover Benefit, Term Cover Benefit and Child's Recovery Benefit

- Death from suicide within 13 months from the commencement date, date of increase or the last reinstatement date of the benefit. For a benefit increase, the benefit is not payable only in respect of the increase in the Sum Insured. (This exclusion will be waived in respect of any death cover under the Policy provided the Policy is replacing death cover from a previous insurer and the full suicide exclusion period under the in-force policy to be replaced has elapsed.)

#### Accidental Death Benefit, Permanent Disablement Stand Alone Benefit, Permanent Disablement Benefit, Waiver of Premium Benefit, Female Crisis Assistance Benefit, Child's Recovery Benefit, Crisis Recovery Benefit and Loss of Independence Benefit

- An event, **including a Crisis Event or any disablement**, directly or indirectly, wholly or partly, caused by intentional self-inflicted injury or any such attempt by the Life Insured.

#### Female Crisis Assistance Benefit

- Complications of pregnancy as a result of abortion.

#### Child's Recovery Benefit

- An event, **including a Crisis Event**, directly or indirectly, wholly or partly, caused by intentional self-inflicted injury or any attempt by the Insured Child; and
- An event caused by a congenital condition (until 10th birthday of Insured Child); and
- An event intentionally caused to the Insured Child by the Insured Child's parent, guardian or relative or someone who lives with or supervises the Insured Child.

#### Accidental Death Benefit

- Death occurring more than 6 months after the accident; and
- The direct or indirect effects of alcohol and/or drug abuse; and
- War (whether formally declared or not), hostilities, civil commotion or insurrection; and
- Non permanent residents of Australia; and
- Any form of aviation activity other than as a fare-paying passenger on a scheduled airline; and
- Participation in or training for professional sports or speed contests; and
- Engaging in any unlawful acts; and
- Suicide.

## 4. Crisis Recovery Stand Alone Plan

The 'Crisis Recovery Stand Alone Plan' condition applies only if the Crisis Recovery Stand Alone Plan has been selected. The benefits selected under the plan are shown on the Policy Schedule.

### Important Notice

This is not a savings plan and is without profits. The primary purpose of this Crisis Recovery Stand Alone Plan is to provide a lump sum payment in the event of the Life Insured sustaining a crisis event.

### 4.1 Crisis Recovery Stand Alone Benefit

The Crisis Recovery module, which You have chosen under this plan, is shown on the Policy Schedule.

Each Crisis Recovery module provides cover against crisis events in two or more groups of crisis events. The crisis events groups covered in each Crisis Recovery module are shown in condition 4.1.1 and the crisis events covered in each Crisis Events group are shown in condition 4.1.2.

#### (a) Crisis Events

If the Life Insured survives for 14 days from the date the Life Insured is diagnosed with one of the Crisis Events for which the Life Insured is covered under this plan and if We confirm the diagnosis, We will pay a lump sum equal to the Crisis Recovery Stand Alone Sum Insured. Upon the payment of a claim for the full Crisis Recovery Stand Alone Sum Insured in respect of a Crisis Event, the Crisis Recovery Stand Alone benefit will cease and no further Crisis Recovery Stand Alone benefit will be paid for any subsequent Crisis Event under the benefit. The Crisis Recovery Stand Alone benefit can be reinstated if You have selected the Crisis Reinstatement benefit (see condition 4.2).

There are four Rider Benefits available under the Crisis Recovery Stand Alone benefit that You can select. They are:

- Crisis Reinstatement – (see condition 4.2)
- Female Crisis Assistance – (see condition 4.3),
- Child's Recovery – (see condition 4.4).
- Permanent Disablement – (see condition 4.5)

#### (b) Financial Planning Reimbursement

On the payment of a claim for the full Crisis Recovery Stand Alone Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below. This benefit will be paid **in addition** to the claim amount otherwise due to the Policy Owner under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first six months following the claim payment;
- Maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;

- The benefit could be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

### 4.1.1 Crisis Recovery Modules

The Crisis Events groups covered in each Crisis Recovery module are listed below under each Crisis Recovery module.

#### Comprehensive Crisis:

- Cancer,
- Coronary, and
- Other Serious Crisis Events.

#### Cancer and Coronary:

- Cancer, and
- Coronary.

#### Cancer Plus:

- Cancer, and
- Other Serious Crisis Events.

#### Coronary Plus:

- Coronary, and
- Other Serious Crisis Events.

### 4.1.2 Crisis Events Groups

The Crisis Events covered in each Crisis Events group are listed below under each Crisis Events group and are defined in condition 8.

#### Cancer Group

- Cancer

#### Coronary Group

- Cardiomyopathy
- Heart Attack
- Heart Valve Surgery
- Stroke
- Surgery to the Aorta
- Coronary Artery Angioplasty#
- Coronary Artery By-pass Surgery
- Pulmonary Arterial Hypertension (primary)
- Other Serious Coronary Artery Disease

#### Other Serious Crisis Events Group

- Accidental HIV Infection
- Alzheimer's Disease
- Aplastic Anaemia
- Bacterial Meningitis
- Benign Brain Tumour
- Blindness
- Chronic Liver Disease
- Chronic Lung Disease
- Coma
- Dementia
- Diplegia
- Hemiplegia
- Kidney Failure
- Loss of Hearing
- Loss of Independence
- Loss of Use of Limbs and/or Sight
- Loss of Speech
- Major Burns
- Major Head Trauma
- Major Organ Transplant

- Motor Neurone Disease
- Multiple Sclerosis
- Muscular Dystrophy
- Paraplegia
- Parkinson's Disease
- Pneumonectomy
- Quadriplegia
- Rheumatoid Arthritis
- Terminal Illness
- Viral Encephalitis

#### # For Coronary Artery Angioplasty

- 25% of the sum insured, with a maximum of \$25,000 will be payable where one coronary artery is obstructed and corrected with the use of angioplasty, atherectomy, laser therapy or the insertion of up to two stents.
- 50% of the sum insured, with a maximum of \$50,000 will be payable where two coronary arteries are obstructed and corrected with the use of either angioplasty, atherectomy or laser therapy, or, the insertion of more than two stents (regardless of the number of coronary arteries involved).
- 100% of the sum insured will be payable where three or more coronary arteries are obstructed and corrected with the use of angioplasty, atherectomy, laser therapy or stents.

After any payment for Cancer or Coronary Artery Angioplasty, the Crisis Recovery Stand Alone Sum Insured will be reduced by the payment made.

Once total payments under the Crisis Recovery Stand Alone benefit reach the Crisis Recovery Stand Alone Sum Insured the Crisis Recovery Stand Alone benefit will cease.

#### 4.1.3 Death Benefit

If the Life Insured dies prior to the Expiry Date of the Crisis Recovery Stand Alone benefit and no benefit is payable in respect of a Crisis Event, a lump sum will be payable.

The amount of the lump sum death benefit will be the lower of \$5,000 and the Crisis Recovery Stand Alone Sum Insured.

#### 4.1.4 Qualifying Period on Commencement, Increase or Reinstatement

The Crisis Recovery Stand Alone benefit will not be paid if the Life Insured sustains one of the Crisis Events listed below within three months after the benefit commencement date or the date of any increase or reinstatement of the benefit. These Crisis Events are:

- Accidental HIV Infection
- Benign Brain Tumour
- Cancer
- Coronary Artery Angioplasty
- Coronary Artery By-pass Surgery
- Heart Attack
- Heart Valve Surgery
- Major Organ Transplant
- Other Serious Coronary Artery Disease
- Pulmonary Arterial Hypertension (primary)
- Stroke
- Surgery to the Aorta
- Terminal Illness

On any increase in the Sum Insured under this benefit, the same condition applies from the date of the increase in relation to the amount of the increase.

The three months qualifying period will be waived provided this is a replacement policy for the same sum insured or lower from the previous insurer and the full qualifying period under the in force policy to be replaced has elapsed.

#### 4.1.5 Pre-existing Medical Condition

If the Life Insured has consulted a Medical Practitioner or undergone an investigation in relation to a Crisis Event before the benefit commencement date or the date of any increase or reinstatement of the benefit and has not disclosed full details to Us before the benefit commencement date or the date of any increase or reinstatement of the benefit, then the Crisis Recovery Stand Alone benefit will not be payable in respect of that Crisis Event and any associated Crisis Event(s).

#### 4.1.6 Chronic Diagnosis Advancement Benefit

The Chronic Diagnosis Advancement benefit is an advanced payment of the Crisis Recovery Stand Alone benefit, payable when certain Crisis Events (see below) have been diagnosed, but have not yet met the definition of that Crisis Event as described in condition 8 of the Policy.

The payment is 25% of the Crisis Recovery Stand Alone Sum Insured, to a maximum of \$25,000 under all policies issued by Us covering the Life Insured.

The Chronic Diagnosis Advancement benefit will be paid if an appropriate specialist Medical Practitioner confirms, to Our satisfaction, that the Life Insured:

- has suffered or been medically diagnosed with one of the following Crisis Events:
  - Motor Neurone Disease,
  - Multiple Sclerosis,
  - Muscular Dystrophy, and
  - Parkinson's Disease
 but has not yet met the definition of that Crisis Event in condition 8 of the Policy; or
- has been placed on a waiting list to receive a major organ transplant of the kind described in the definition of the 'Major Organ Transplant' Crisis Event (see condition 8) and that the procedure is unrelated to any previous procedure or surgery undergone by the Life Insured.

If the Chronic Diagnosis Advancement benefit is paid, the Crisis Recovery Stand Alone Sum Insured will be reduced by the amount paid. If the Life Insured subsequently qualifies for the payment of the Crisis Recovery Stand Alone benefit, the reduced Crisis Recovery Stand Alone benefit will be paid.

Only one Chronic Diagnosis Advancement benefit payment will be made in respect of the Life Insured.

**4.1.7 Proof of Positive Diagnosis of a Crisis Event Required**

Written proof of positive diagnosis of a Crisis Event must be provided to Us at Our head office in the case of claim within 90 days after the date of such diagnosis. Failure to provide such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is provided as soon as is reasonably possible. We shall at Our own expense have the right and opportunity to examine the Life Insured when and as often as We may reasonably require in connection with a claim.

The Crisis Recovery Stand Alone benefit will not be payable unless the Crisis Event and the date thereof is confirmed in writing by a Medical Practitioner(s) and/or legally qualified pathologist(s), and who shall base their diagnosis solely on the definition contained herein of the particular Crisis Event after a study of the histological material and clinical presentation based on the medical history, physical examination, radiological studies and the results of any other diagnostic procedures performed on the Life Insured. Any such diagnosis must be confirmed by Us.

**4.1.8 Claim Forms**

Following receipt of a written notice of claim, We shall supply You with the appropriate form(s) to enable proof of positive diagnosis to be filed with Us.

**4.1.9 Limitations**

- The maximum Crisis Recovery Stand Alone benefit to be paid in respect of any and all claims arising from coverage under this benefit will not exceed in total the Crisis Recovery Stand Alone Sum Insured.
- After the happening of one Crisis Event for which payment of the full Crisis Recovery Stand Alone Sum Insured has been made, no further amount will be payable under the Crisis Recovery Stand Alone benefit. The Crisis Recovery Stand Alone benefit can be reinstated if You have selected the Crisis Reinstatement benefit (see condition 4.2).
- The Crisis Recovery Stand Alone benefit does not cover any disease, sickness or incapacity other than a Crisis Event as defined herein which occurs during the period the Crisis Recovery Stand Alone benefit remains in force.

**4.1.10 Benefit Reduction**

The Crisis Recovery Stand Alone Sum Insured will be reduced by the payment of a claim under the following benefits:

- Crisis Recovery Stand Alone;
- Chronic Diagnosis Advancement; and
- Permanent Disablement (including Partial and Permanent Disablement).

The Crisis Recovery Stand Alone Sum Insured will be reduced by the amount of the claim paid. The premium for this benefit will be adjusted to reflect the reduction in the Crisis Recovery Stand Alone Sum Insured.

**4.1.11 Termination**

The Crisis Recovery Stand Alone benefit will terminate on the:

- payment of the full Sum Insured under the benefit;
  - death of the Life Insured;
  - Expiry Date of the benefit (see condition 4.7.1); or
  - date the Policy lapses or is cancelled;
- whichever is the earliest to occur.

**4.2 Crisis Reinstatement Benefit**

**4.2.1 Benefit**

After a Crisis Recovery Stand Alone benefit has been paid for the full Sum Insured, the Policy Owner will have the option of reinstating the Crisis Recovery Stand Alone Sum Insured on the first anniversary of the date of payment of the Crisis Recovery Stand Alone benefit. The option must be exercised within 30 days after the first anniversary date.

After a Crisis Recovery Stand Alone benefit has been reinstated, the number of Crisis Events for which the Life Insured will be covered will be in accordance with the following rules:

Module Chosen	Crisis Events Group Claimed From	Module or Group Reinstated
Comprehensive Crisis	Cancer	Coronary Plus Module*
Comprehensive Crisis	Coronary	Cancer Plus Module*
Comprehensive Crisis	Other Serious Crisis Events	Comprehensive Crisis Module#
Cancer and Coronary	Cancer	Coronary Group
Cancer and Coronary	Coronary	Cancer Group
Cancer Plus	Cancer	Other Serious Crisis Events Group*
Cancer Plus	Other Serious Crisis Events	Cancer Plus Module#
Coronary Plus	Coronary	Other Serious Crisis Events Group*
Coronary Plus	Other Serious Crisis Events	Coronary Plus Module#

\* Where a Crisis Recovery Stand Alone benefit has been paid in respect of a Crisis Event in either the Cancer group or Coronary group and the Crisis Recovery Stand Alone benefit has been reinstated, going forward the Life Insured will be covered for all Crisis Events within the reinstated groups other than the Loss of Independence and Terminal Illness Crisis Events.

# Where a Crisis Recovery Stand Alone benefit has been paid for a Crisis Event in the Other Serious Crisis Events group and the Crisis Recovery Stand Alone benefit has been reinstated, going forward the Life Insured will be covered for all Crisis Events within the Other Serious Crisis Events group other than the Crisis Event for which the Crisis Recovery Stand Alone benefit has already been paid and the Loss of Independence and Terminal Illness Crisis Events.

After the Crisis Recovery Stand Alone benefit has been reinstated, the premium for the Crisis Recovery Stand Alone benefit will be based on the Crisis Recovery module in force prior to the payment of the claim in respect to a Crisis Event.

The Crisis Recovery Stand Alone benefit can be reinstated only once under the Crisis Reinstatement benefit.

#### 4.2.2 Termination

The Crisis Reinstatement benefit will terminate on the:

- date the option under this benefit is exercised;
  - death of the Life Insured;
  - 30 days after the expiration of 12 months from the date of payment of the full Sum Insured under the Crisis Recovery Stand Alone benefit;
  - Expiry Date of the benefit (see condition 4.7.1);
  - date the benefit is cancelled; or
  - date the Policy lapses or is cancelled;
- whichever is the earliest to occur.

### 4.3 Female Crisis Assistance Benefit

See the Female Crisis Assistance benefit Terms and Conditions (conditions 3.5 and 3.14).

### 4.4 Child's Recovery Benefit

See the Child's Recovery benefit Terms and Conditions (conditions 3.6 and 3.14).

## 4.5 Permanent Disablement

#### 4.5.1 Benefits

##### (a) Total and Permanent Disablement

The definition of Total and Permanent Disablement applicable under the Policy is shown on the Policy Schedule.

If the Life Insured is deemed by Us to satisfy the definition of Total and Permanent Disablement applicable under the Policy as defined in condition 8, We shall pay a lump sum equal to the Permanent Disablement Sum Insured.

The premium that will be charged for the benefit depends on the definition of total and permanent disablement You select (see definitions in condition 8) and on the occupation category of the Life Insured.

##### **Applicable for Total and Permanent Disablement (Any Occupation) definition only**

If the Life Insured returns to work in any occupation, after being absent from employment solely as a result of Injury or Sickness for an uninterrupted period of at least 3 consecutive months, He or She will still qualify for a Permanent Disablement benefit if the occupation does not provide remuneration at a rate greater than 25% of the Life Insured's Pre-disablement Income (defined in condition 8).

##### (b) Partial and Permanent Disablement

A benefit will be paid if the Life Insured suffers a permanent loss of use of one arm, or one leg or the permanent loss of sight in one eye.

The amount of the partial benefit payable will be the lesser of 25% of the Permanent Disablement Sum Insured and \$250,000

The benefit will be paid only once during the lifetime of the policy. Any payment made under the partial benefit provisions will reduce the Sum Insured under the Permanent Disablement benefit and the Crisis Recovery Stand Alone benefit.

##### (c) Financial Planning Reimbursement

On the payment of a claim for the Permanent Disablement Sum Insured, We will reimburse the Policy Owner the cost of obtaining advice from one or more financial planners as to how the claim proceeds are to be managed or invested subject to the conditions set out below. This benefit will be paid in addition to the claim amount otherwise due to the Policy Owner under the Policy.

Conditions are:

- Each financial adviser providing and charging for financial planning advice must be properly authorised;
- The financial planning costs must be incurred and paid within the first six months following the claim payment;
- Maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices etc.;
- The benefit could be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount We will pay out on any one Life Insured under all policies with Us will be \$3,000.

#### 4.5.2 Benefit Reduction

The Permanent Disablement Sum Insured will be reduced by the payment of a claim under the following benefits:

- Crisis Recovery Stand Alone;
- Chronic Diagnosis Advancement; and
- Partial and Permanent Disablement.

The premium for the Permanent Disablement benefit will be adjusted to reflect the reduction in the Permanent Disablement Sum Insured.

#### 4.5.3 Termination

The Permanent Disablement benefit will terminate on the:

- payment of the Sum Insured under the benefit;
  - death of the Life Insured;
  - Expiry Date of the benefit (see condition 4.7.1);
  - date the benefit is cancelled; or
  - date the Policy lapses or is cancelled;
- whichever is the earliest to occur.

### 4.6 Forward Underwriting Benefit

See the Forward Underwriting Benefit Terms and Conditions (conditions 3.10 and 3.14).

## 4.7 Applying to All Benefits under the Crisis Recovery Stand Alone Plan

### 4.7.1 Expiry Dates

Premiums and cover for each benefit cease at the Expiry Date of that benefit.

The Expiry Date for each benefit is the latest Policy Anniversary prior to the Life Insured attaining a specific age. The specific ages for each benefit are as follows:

Benefit	Age
Crisis Recovery Stand Alone	70
Crisis Reinstatement	65
Female Crisis Assistance	70
Child's Recovery	70*
Permanent Disablement	65 <sup>^</sup>
Forward Underwriting	65

\* 70th birthday of the Life Insured or the 21st birthday of the Insured Child, if earlier.

<sup>^</sup> 55th birthday of the Life Insured for occupation category E or 65th birthday for all other eligible occupation categories.

### 4.7.2 Maximum Sums Insured

**Crisis Recovery Stand Alone** – \$2,000,000\*

**Female Crisis Assistance**† – \$25,000‡

**Child's Recovery**† – \$200,000 for each Insured Child

**Permanent Disablement**† – \$2,000,000<sup>^</sup>

**Forward Underwriting** – \$10,000,000§

\* \$1,500,000 if the Life Insured's age is 56–64 next birthday; \$750,000 (age up to 40 next birthday), \$500,000 (age 41–64 next birthday) if the Life Insured is in the 'home duties' occupational category.

† Cannot exceed the Crisis Recovery Stand Alone Sum Insured selected.

‡ The minimum sum insured for this benefit is \$10,000.

<sup>^</sup> \$2,000,000 (age 16–55 next birthday) if the Life Insured is in occupation category AAA, AA, A, B, C & D; \$1,500,000 (age 56–64 next birthday) if the Life Insured is in occupation category AAA, AA, A & B; \$1,000,000 (age 16–55 next birthday) if the Life Insured is in occupation category E; and \$750,000 (age 16–40 next birthday), \$500,000 (age 41–64 next birthday) if the Life Insured is in the 'home duties' occupational category.

§ Minimum Sum Insured is \$100,000 and, permanent disablement and crisis recovery cover are capped at \$3,000,000 and \$2,000,000, respectively.

The maximums for the Crisis Recovery Stand Alone benefit and Female Crisis Assistance benefit will include the sum insured for all similar benefits under the Life Cover benefit (see conditions 3.2 and 3.5) and Crisis Recovery Stand Alone benefit and will apply to the total sums insured for all similar benefits on the Life Insured with Us and other insurers.

The Child's Recovery maximum will include the Sum Insured for any Child's Recovery benefit under the Life Cover benefit (see condition 3.6) and any Crisis Recovery Stand Alone benefit and will apply to the total sum insured for all similar benefits on the Insured Child with Us and other insurers.

### 4.7.3 Premiums

Please see condition 2.5 of the Policy Terms and Conditions.

### 4.7.3.1 Premium Freeze

At each Policy Anniversary, provided the Life Insured is aged 35 years or older, You may elect to pay the same annual premium as You paid for the previous policy year. The sum insured for each benefit will decrease each year on the Policy Anniversary by an amount as calculated by Us so as to ensure that the premium remains unchanged. You must notify Our office each year before the Policy Anniversary if You wish to continue with the premium freeze option. If Our office is not notified in writing, Your premium will increase in accordance with Your age next birthday.

When the Premium Freeze option is exercised, any Indexation of Benefit (see condition 2.17) will cease.

The Premium Freeze will not apply to the Female Crisis Assistance benefit and the Forward Underwriting benefit.

### 4.7.4 Worldwide Protection

The Life Insured is covered under the Crisis Recovery Stand Alone Plan anywhere in the world, 24 hours each day.

### 4.7.5 Exclusions

The benefits under the Crisis Recovery Stand Alone Plan are not payable in the following circumstances:

#### Crisis Recovery Stand Alone Benefit and Child's Recovery Benefit

- Death from suicide within 13 months from the commencement date, date of increase or the last reinstatement date of the benefit. For a benefit increase, the benefit is not payable only in respect of the increase in the sum insured. (This exclusion will be waived in respect of any death cover under the Policy provided the Policy is replacing death cover from a previous insurer and the full suicide exclusion period under the in force policy to be replaced has elapsed.)

#### Crisis Recovery Stand Alone Benefit, Female Crisis Assistance Benefit and Permanent Disablement Benefit

- An event, including a Crisis Event or any disablement, directly or indirectly, wholly or partly, caused by intentional self-inflicted injury or any such attempt by the Life Insured.

#### Female Crisis Assistance Benefit

- Complications of pregnancy as a result of abortion.

#### Child's Recovery Benefit

- An event, including a Crisis Event, directly or indirectly, wholly or partly, caused by intentional self-inflicted injury or any attempt by the Insured Child; and
- An event caused by a congenital condition (until 10th birthday of Insured Child); and
- An event intentionally caused to the Insured Child by the Insured Child's parent, guardian or relative or someone who lives with or supervises the Insured Child.



## 5. Disability Income Plan

### (Agreed Value or Indemnity)

**The ‘Disability Income Plan’ condition applies only if the Disability Income Plan has been selected. The benefits selected under the plan are shown on the Policy Schedule.**

Priority Protection can provide two income protection benefits each of which provides an income stream in the event of the total or partial disablement of the Life Insured. They are:

#### Disability Income Benefit

Covers disablement due to Injury or Sickness and provides income protection on either of the following bases:

- Agreed Value, and
- Indemnity;

and

#### Disability Income Accident Only Benefit

Covers disablement due to Accidental Injury only and provides income protection on either of the following bases:

- Agreed Value, and
- Indemnity.

The Disability Income benefit offers the following Rider Benefits:

- Claim Escalation – (see condition 5.2);
- PLUS Optional – (see condition 5.3)
- Day 1 Accident – (see condition 5.4);
- Business Expenses – (see condition 5.5); and

The Disability Income Accident Only benefit offers the following Rider Benefits:

- Claim Escalation – (see condition 5.2); and
- Day 1 Accident – (see condition 5.4)

If chosen the Claim Escalation benefit and the PLUS Optional benefit will be on the same basis (i.e. ‘agreed value’ or ‘indemnity’) as the Disability Income benefit or Disability Income Accident Only benefit, whichever benefit is selected.

#### Important Notice

This is not a savings plan and is without profits. The primary purpose of the Disability Income Plan is to provide an income benefit in the event of the disablement of the Life Insured either through Injury or Sickness or through Accidental Injury only.

### 5.1 Disability Income Benefit and Disability Income Accident Only Benefit

The benefits under the Disability Income Benefit and Disability Income Accident Only benefit are described below or elsewhere in the Policy:

- Total Disablement (see condition 5.1.1)
- Partial Disablement (see condition 5.1.2)
- Waiver of Premium (see condition 5.1.3)
- Rehabilitation Expenses (see condition 5.1.4)
- Recurrent Disablement (see condition 5.1.5)
- Death (see condition 5.1.6)
- Indexation of Benefit (see condition 2.17)
- Worldwide Protection (see condition 5.1.7)
- AIDS Cover (see condition 5.1.8) – not available under the Disability Income Accident Only benefit.

#### 5.1.1 Total Disablement Benefit

**Applicable for occupational categories AAA, AA and A only:**

If the Life Insured is disabled for longer than the Waiting Period selected, the monthly benefit will be payable from the end of the Waiting Period and will continue to be paid throughout the Benefit Period selected as long as the Life Insured continues to be disabled. The benefit is calculated on a daily basis and paid monthly in arrears. The amount of the Total Disablement benefit may be subject to claim offsets (see condition 5.1.9).

**Applicable for occupational categories B, C, D and E only:**

If the Life Insured is totally disabled for longer than the Waiting Period selected, the monthly benefit will be payable from the end of the Waiting Period and will continue to be paid throughout the Benefit Period selected as long as the Life Insured continues to be totally disabled. The benefit is calculated on a daily basis and paid at the end of each month. The amount of the Total Disablement benefit may be subject to claim offsets (see condition 5.1.9).

The Life Insured is totally disabled if He or She satisfies the definition of total disablement relevant to the income protection benefit selected and the occupation category of the Life Insured at the commencement date of the benefit.

If the Disability Income benefit is selected, the relevant definitions are Total Disablement (Disability Income) applicable to occupation categories AAA, AA, A, B, C & D, and Total Disablement (Disability Income – Occupation E) applicable to occupation category E.

If the Disability Income Accident Only benefit is selected, the relevant definitions are Total Disablement (Disability Income Accident Only) applicable to occupation categories AAA, AA, A, B, C & D, and Total Disablement (Disability Income Accident Only – Occupation E) applicable to occupation category E.

See condition 8 for the definitions of total disablement.

#### 5.1.1.1 Total Disablement Benefit Amount (Agreed Value)

This section applies if the Policy Schedule shows that the Disability Income (Agreed Value) benefit or the Disability Income Accident Only (Agreed Value) benefit has been selected.

The initial amount of benefit payable will be the Insured Monthly Benefit set out in the Policy Schedule, as amended from time to time by indexation increases, voluntary increases or voluntary decreases, less any claim offsets applicable (see condition 5.1.9).

### 5.1.1.2 Total Disablement Benefit Amount (Indemnity)

This section applies if the Policy Schedule shows that the Disability Income (Indemnity) benefit or the Disability Income Accident Only (Indemnity) benefit has been selected.

The initial amount of benefit payable will be the lesser of:

- (i) the Insured Monthly Benefit set out in the Policy Schedule, as amended from time to time by indexation increases, voluntary increases or voluntary decreases at the commencement of the disablement (applicable to occupational categories AAA, AA and A only) or total disablement, less any claim offsets applicable (see condition 5.1.9); and
- (ii) 75% of the first \$26,667 of monthly Pre-disablement Income (Indemnity) at the commencement of the disablement (applicable to occupational categories AAA, AA and A only) or total disablement, plus 50% of the next \$20,000 of monthly Pre-disablement Income (Indemnity), less any claim offsets applicable (see condition 5.1.9).

### 5.1.2 Partial Disablement Benefit

#### Applicable for occupational categories AAA, AA and A only:

The Partial Disablement benefit will be paid if the Life Insured

- has been continuously disabled (totally or partially) during the Waiting Period; and
- has been continuously disabled (totally or partially) since the end of the Waiting Period; and
- is now partially disabled.

#### Applicable for occupational categories B, C, D and E only:

The Partial Disablement benefit will be paid if the Life Insured

- has been totally disabled for at least 7 consecutive days from the start of the Waiting Period; and
- has been continuously disabled (totally or partially) during the Waiting Period; and
- has been continuously disabled (totally or partially) since the end of the Waiting Period; and
- is now partially disabled.

The Life Insured is partially disabled if He or She satisfies the definition of partial disablement relevant to the income protection benefit selected. The relevant definitions are Partial Disablement (Disability Income) or Partial Disablement (Disability Income Accident Only) as defined in condition 8.

The benefit will be a proportion of the monthly benefit and will be payable from the first day the Life Insured is partially disabled after the end of the Waiting Period and will continue throughout the Benefit Period selected as long as the Life Insured continues to be partially disabled. The benefit is calculated on a daily basis and paid monthly in arrears.

#### 5.1.2.1 Partial Disablement Benefit Amount (Agreed Value)

The initial monthly benefit payable will be:

$(A - B)/A \times$  Insured Monthly Benefit, where

A = Life Insured's monthly Pre-disablement Income (Agreed Value), and

B = Life Insured's Income from all sources for the month in which the partial disablement benefit is being paid.

When the Life Insured is partially disabled but not working or not working to their optimum capability, 'B' will be calculated on the

monthly income it would be reasonable for the Life Insured to earn if working to the extent of His or Her optimum capability. In determining what the Life Insured could reasonably be expected to earn if the Life Insured was working to the extent of His or Her optimum capability, the following will be taken into account:

- All available medical evidence from the Life Insured;
- All available medical evidence from the Life Insured's Medical Practitioner; and
- Any additional information that directly relates to the Life Insured's medical condition.

The amount of benefit payable will be adjusted for any claim offsets (see condition 5.1.9).

If the Life Insured is earning 25% or less of Pre-disablement Income (Agreed Value) during any of the first three months immediately after the end of the Waiting Period, We will pay the total disablement benefit for that month.

See condition 8 for the definitions of pre-disablement income. Different definitions apply to agreed value and indemnity.

#### 5.1.2.2 Partial Disablement Benefit Amount (Indemnity)

The initial monthly benefit payable will be:

$(A - B)/A \times$  Insured Monthly Benefit, where

A = Life Insured's monthly Pre-disablement Income (Indemnity), and

B = Life Insured's earnings from all sources for the month in which the partial disablement benefit is being paid.

When the Life Insured is partially disabled but not working or not working to their optimum capability, 'B' will be calculated on the monthly income it would be reasonable for the Life Insured to earn if working to the extent of His or Her optimum capability. In determining what the Life Insured could reasonably be expected to earn if the Life Insured were working to the extent of His or Her optimum capability, the following will be taken into account:

- All available medical evidence from the Life Insured;
- All available medical evidence from the Life Insured's Medical Practitioner; and
- Any additional information that directly relates to the Life Insured's medical condition.

The amount of benefit payable in a month may be reduced for any claim offsets (see condition 5.1.9).

The aggregate of the partial disablement benefit, the Life Insured's earnings in that month from personal exertion and any other payments received by the Life Insured (see (i) and (ii) of the 'claim offset' condition in 5.1.9), where applicable, cannot exceed the lower of the Insured Monthly Benefit under the Policy and 100% of the Life Insured's Pre-disablement Income (Indemnity).

If the Life Insured is earning 25% or less of Pre-disablement Income (Indemnity) during any of the first three months immediately after the end of the Waiting Period, We will pay the total disablement benefit for that month.

### 5.1.3 Waiver of Premium Benefit

We will waive premiums from the later of the date the Life Insured became totally disabled and the end of the Waiting Period, until the end of the Benefit Period, or until the date total disablement ceases, whichever occurs first.

Premium payments will recommence from the date on which the waiving of premium ceases.

#### 5.1.4 Rehabilitation Expenses Benefit

We will pay the cost of a rehabilitation program for the Life Insured that is approved by Us in advance. The rehabilitation program must be necessary as part of a structured return to work program and must be necessary to assist in rehabilitating the Life Insured back to work.

The benefit does not cover additional expenses such as wheelchairs, artificial limbs, home and car modification and travelling and education expenses. The maximum benefit is 12 times the Insured Monthly Benefit and is payable in addition to any other benefit received.

#### 5.1.5 Recurrent Disablement Benefit

If the Life Insured returns to work on a full-time basis after receiving a total disablement benefit or partial disablement benefit and suffers a recurrence of the disablement from the same or a related Injury or Sickness (Disability Income benefit) or from the same Accidental Injury (Disability Income Accident Only benefit) within 12 months of returning to work on a full-time basis, We will waive the Waiting Period and recommence benefit payments immediately.

The claim will be treated as a continuation of the most recent claim and will be payable for up to the balance of the Benefit Period.

Any recurrence of total disablement or partial disablement occurring more than 12 months after returning to work on a full-time basis will be subject to another Waiting Period and another Benefit Period.

#### 5.1.6 Death Benefit

If the Life Insured dies while the Disability Income Plan is in force We will pay You six times the Insured Monthly Benefit up to a maximum death benefit of \$60,000.

#### 5.1.7 Worldwide Protection

The Life Insured is covered under the Disability Income Plan (Agreed Value or Indemnity) anywhere in the world, 24 hours each day.

#### 5.1.8 AIDS Cover

The Disability Income benefit (Agreed Value or Indemnity) provides cover on the Life Insured's disablement due directly or indirectly to the human immunodeficiency virus (HIV) or the acquired immune deficiency syndrome (AIDS) from any cause, first diagnosed during the term of the benefit. We may require the Life Insured to undergo an HIV test at the time of application to ensure that the Life Insured is not HIV positive at the commencement of the benefit.

#### 5.1.9 Claim Offsets

##### Occupation Categories AAA and AA (Agreed Value and Indemnity)

This condition applies to both the Disability Income benefit and the Disability Income Accident Only benefit.

In the event of a claim for the total disablement or partial disablement benefit We may reduce the amount of the benefit otherwise payable by amounts received from other sources for loss of income in respect of the Life Insured's Injury or Sickness.

Amounts that can be offset include regular payments made from another insurance policy or from a superannuation/pension plan, but only if that policy/plan was not disclosed to Us when You applied for this Policy or when You applied for an increase in cover under the Policy.

If any of these regular payments are paid other than monthly or in the form of a lump sum or are exchanged for a lump sum, We will convert them to an equivalent monthly payment. A lump sum payment will be deemed to be the monthly equivalent of 1/60 of the lump sum payment for up to five years. Any lump sum total and permanent disablement, crisis recovery or terminal illness benefit received will not be offset against Your total disablement or partial disablement benefit.

We will reduce the amount of the total disablement or partial disablement benefit only to the extent that:

- the aggregate of the total disablement benefit and any other payments made (see above) cannot exceed 75% of the first \$26,667 of the Life Insured's monthly pre-disablement income, plus 50% of the next \$20,000 of the Life Insured's monthly pre-disablement income;
- the aggregate of the partial disablement benefit, the Life Insured's monthly Income and any other payments made (see above) cannot exceed 100% of the Life Insured's monthly pre-disablement income.

##### Occupation Categories A, B, C, D and E (Agreed Value and Indemnity)

This condition applies to both the Disability Income benefit and the Disability Income Accident Only benefit.

In the event of a claim for the total disablement or partial disablement benefit We may reduce the amount of the benefit otherwise payable by amounts received from other sources or amounts that the Life Insured is entitled to receive for loss of income in respect of the Life Insured's Injury or Sickness.

Amounts that can be offset are:

- (i) regular payments made under a workers' compensation or motor accident claim or any claim made under any similar state or federal legislation; and
- (ii) regular payments made from another insurance policy or from a superannuation/pension plan, but only if that policy/plan was not disclosed to Us when You applied for this Policy or when You applied for an increase in cover under this Policy.

If any of these regular payments are paid other than monthly or in the form of a lump sum or are exchanged for a lump sum, We will convert them to an equivalent monthly payment. A lump sum payment will be deemed to be the monthly equivalent of 1/60 of

the lump sum payment for up to five years. Any lump sum total and permanent disablement, crisis recovery or terminal illness benefit received will not be offset against Your total disablement or partial disablement benefit.

We will reduce the amount of the total disablement or partial disablement benefit only to the extent that:

- the aggregate of the total disablement benefit and any other payments made (see (i) and (ii) above) cannot exceed 75% of the first \$26,667 of the Life Insured's monthly pre-disablement income, plus 50% of the next \$20,000 of the Life Insured's monthly pre-disablement income;
- the aggregate of the partial disablement benefit, the Life Insured's monthly Income and any other payments made (see (i) and (ii) above) cannot exceed 100% of the Life Insured's monthly pre-disablement income.

#### 5.1.10 When Benefit Payments Cease

Benefits in the course of payment under the Disability Income benefit (Agreed Value or Indemnity) and the Disability Income Accident Only (Agreed Value or Indemnity) benefit will stop on the earliest to occur of the:

- death of the Life Insured;
- Life Insured ceasing to be disabled;
- end of the Benefit Period; and
- Expiry Date of the benefit.

## 5.2 Claim Escalation Benefit

The Claim Escalation benefit is a Rider Benefit under the Disability Income Plan. Where a total disablement claim or a partial disablement claim has been paid continuously for 12 consecutive months, We will increase the Insured Monthly Benefit by the greater of 5.0% per annum compound and the CPI Increase. This increase will commence at the end of the 12th consecutive month of claim and further increases will be made at the end of each 12-month period thereafter until the end of the Benefit Period.

## 5.3 PLUS Optional Benefit

The PLUS Optional benefit is a Rider Benefit under the Disability Income benefit.

The following benefits are available under the PLUS Optional benefit:

- Total/Partial Disablement (see condition 5.3.1)
- Specified Injury (see condition 5.3.2)
- Crisis Recovery (see condition 5.3.3)
- Bed Confinement (see condition 5.3.4)
- Cosmetic or Elective Surgery (see condition 5.3.5)
- Accommodation (see condition 5.3.6)
- Family Care (see condition 5.3.7)
- Home Care (see condition 5.3.8)
- No Claim Bonus (see condition 5.3.9)
- Relocation (see condition 5.3.10)
- Rehabilitation Incentive (see condition 5.3.11)
- Guaranteed Future Insurability (see condition 5.3.12)

### 5.3.1 Total/Partial Disablement

#### Applicable to occupation categories AAA, AA and A only

The definition of total/partial disablement applicable under the Policy changes if the PLUS Optional benefit is selected.

The Life Insured is totally/partially disabled if He or She satisfies the definitions of Total/Partial Disablement – Dual Definition (see condition 8).

#### Applicable to occupation categories B, C and D only

The definition of total/partial disablement applicable under the Policy remains as previously defined in conditions 5.1.1 and 5.1.2.

### 5.3.2 Specified Injury Benefit

If the Life Insured suffers a listed event (see below) as the result of an Injury, the monthly benefit payable will be paid for the payment period shown, even if the Life Insured is working. Payments will begin from the date of the Injury, regardless of the Waiting Period.

If the Life Insured suffers another listed event during the payment period, We will continue to pay for the balance of the original payment period or the new payment period, whichever is the longer.

If You are eligible to claim a Crisis Recovery benefit (see condition 5.3.3) at the same time as a Specified Injury benefit, We will only pay the benefit with the longer payment period.

The Specified Injury benefit is paid instead of any total or partial disablement benefit, Bed Confinement benefit or Day 1 Accident benefit. If the Life Insured is still disabled at the end of the payment period, any other disablement payments will be determined in accordance with the total disablement benefit, recurrent disablement benefit and partial disablement benefit as defined in the Policy.

Listed Event	Payment Period (in months)
Paralysis (Quadriplegia, Paraplegia, Diplegia and Hemiplegia)	60*
Loss of:	
• both feet or both hands or sight in both eyes	24*
• any two of a foot, a hand and sight in one eye	24*
• one leg or one arm	18
• one foot or one hand	12
• sight in one eye	12
• the thumb and index finger of one hand	6
Fracture of the:	
• thigh (femur)	3
• pelvis	3
• leg (below the knee and above the ankle – tibia and fibula)	2
• knee cap (patella)	2
• upper arm (humerus)	2
• shoulder bone (scapula)	2
• jaw (maxilla and mandible)	2
• forearm (above the wrist – radius and ulna)	1.5
• collarbone (clavicle)	1.5
• heel (calcaneous)	1
or the balance of the Benefit Period if less	

\*If a 2-year Benefit Period has been selected, the payments will cease at the end of the Benefit Period.

'Loss' for the purposes of this benefit means the total and permanent loss of:

- the use of the hand from the wrist or the foot from the ankle joint; or
- the use of the arm from the elbow or the leg from the knee joint; or
- the use of the thumb and index finger from the first phalange joint; or
- sight (to the extent of 6/60 or less) in the eye.

'Fracture' for the purposes of this benefit means any bone fracture requiring the application of a plaster cast or an immobilising device.

The Specified Injury benefit:

- starts from the date the Life Insured suffers the event as the result of an Injury;
- is paid monthly in advance; and
- will stop when the payment period expires, the Benefit Period expires, the plan expires or the Life Insured dies, whichever is the first to occur.

### 5.3.3 Crisis Recovery Benefit

If the Life Insured survives for 14 days from the date the Life Insured is diagnosed with one of the Crisis Events listed below and defined in condition 2, We will pay a lump sum benefit equal to six times the Insured Monthly Benefit upon Our confirmation of the satisfaction of the definition of the Crisis Event. Alternatively You can choose to receive the payment in equal monthly instalments.

After the payment of a claim under this benefit in respect of a Crisis Event, the benefit will cease and no further amount will be payable under this benefit.

This benefit, whether taken in a lump sum or in instalments, is in effect the payment of the first six monthly payments under the Disability Income benefit which otherwise may have become payable as a result of the Life Insured's total or partial disablement. Payment of the remainder of the total or partial disablement benefit will commence six months after the end of the Waiting Period provided the Life Insured is then totally disabled.

If You are eligible to claim a Specified Injury benefit at the same time as a Crisis Recovery benefit, You will be paid only for the benefit equivalent to the longest payment period.

The Crisis Recovery benefit will be paid instead of the total or partial disablement benefit or the Bed Confinement benefit under the PLUS Optional benefit.

#### 5.3.3.1 Crisis Events Covered

The Crisis Events covered under this benefit are listed below and are defined in condition 8 of the Policy Terms and Conditions:

- Accidental HIV Infection
- Aplastic Anaemia
- Alzheimer's Disease
- Bacterial Meningitis
- Benign Brain Tumour
- Blindness
- Cancer\*
- Cardiomyopathy
- Chronic Liver Disease
- Chronic Lung Disease

- Coma
- Coronary Artery Angioplasty\*
- Coronary Artery By-pass Surgery
- Dementia
- Diplegia
- Heart Attack
- Heart Valve Surgery
- Hemiplegia
- Kidney Failure
- Loss of Hearing
- Loss of Independence
- Loss of Use of Limbs and/or Sight\*
- Loss of Speech
- Major Burns
- Major Head Trauma
- Major Organ Transplant
- Motor Neurone Disease
- Multiple Sclerosis
- Muscular Dystrophy
- Occupationally Acquired Hepatitis B or Hepatitis C Infection
- Other Serious Coronary Artery Disease
- Paraplegia
- Parkinson's Disease
- Pneumonectomy
- Pulmonary Arterial Hypertension (primary)
- Quadriplegia
- Rheumatoid Arthritis
- Stroke
- Surgery to Aorta
- Terminal Illness
- Viral Encephalitis

\*We will not pay a benefit for any partial payments under:

- Cancer – carcinoma in situ of the breast;
- Coronary Artery Angioplasty; and
- Loss of Use of Limbs and/or Sight.

#### 5.3.3.2 Qualifying Period on Commencement, Increase or Reinstatement

See condition 3.2.3

#### 5.3.3.3 Pre-existing Medical Condition

See condition 3.2.4

#### 5.3.3.4 Proof of Positive Diagnosis of a Crisis Event Required

See condition 3.2.6

#### 5.3.3.5 Claim Forms

See condition 3.2.7

#### 5.3.3.6 Limitations

After the happening of one Crisis Event for which payment of the Crisis Recovery benefit has been made, no further amount shall be payable under the Crisis Recovery benefit.

The Crisis Recovery benefit does not cover any disease or sickness or incapacity other than a Crisis Event as defined herein which occurs during the period the Crisis Recovery benefit remains in force.

### 5.3.4 Bed Confinement Benefit

If during the Waiting Period the Life Insured is totally disabled and confined to bed and a Medical Practitioner certifies in writing that the Life Insured requires the continuous full-time care of a registered nurse for more than three days, We will pay 1/30th of the Insured Monthly Benefit for each day the Life Insured is confined to bed and is under the continuous full-time care of a registered nurse up to a maximum of 90 days or the end of the Waiting Period, whichever comes first.

The Medical Practitioner and the nurse cannot be the Life Insured or the Policy Owner, or a family member, business partner, employee or employer of either the Life Insured or the Policy Owner. The Bed Confinement benefit will not be paid if You are receiving the Specified Injury benefit or the Crisis Recovery benefit under the PLUS Optional benefit.

### 5.3.5 Cosmetic or Elective Surgery Benefit

Where the Life Insured is totally disabled as a result of cosmetic or other elective surgery or as a result of surgery to transplant an organ from the Life Insured into the body of another person, then the total disablement benefit is payable, provided that such surgery took place more than 6 months after the commencement date of the benefit or any increase or reinstatement.

### 5.3.6 Accommodation Benefit

The Accommodation benefit will be payable if the Life Insured becomes totally disabled and is more than 100 kilometres from home, or on the advice of a Medical Practitioner the Life Insured travels to a place more than 100 kilometres from home. The Accommodation benefit will assist an immediate family member with accommodation near the Life Insured, provided the Life Insured is confined to bed. We will pay \$250 a day, for up to 30 days in any 12-month period, for each day the immediate family member has to stay away from home.

### 5.3.7 Family Care Benefit

This benefit is payable if, as a result of total disablement, the Life Insured is totally dependent on an immediate family member for His or Her essential everyday needs (e.g. feeding, clothing and bathing) and consequently the family member's income is reduced. We will pay the amount of the reduction in their pre-tax monthly income, or up to 50% of the Insured Monthly Benefit (whichever is the lesser) for up to 3 months, starting from the end of the Waiting Period.

### 5.3.8 Home Care Benefit

The Home Care benefit will be payable if, after the Waiting Period, the Life Insured is totally disabled, confined to or near a bed, other than in a hospital or a similar institution that provides nursing care, and is totally dependent upon a paid professional home carer (excluding relatives or members of the family). We will reimburse the lesser of \$150 a day or 100% of the Insured Monthly Benefit for up to six months to help cover the cost, provided the Life Insured remains totally dependent upon the professional home carer and You are not already receiving the Family Care benefit or Accommodation benefit.

### 5.3.9 No Claim Bonus

Periods without a claim against this plan will be rewarded, at no additional cost to You, with a special 'no-claim bonus' that will increase Your Insured Monthly Benefit by the percentage shown below if You do subsequently claim.

Claim-Free Years	Bonus
3	5%
4	10%
5 or more	15%

The increased benefit will be paid for up to 12 months while claim payments are being made. This benefit can be payable once only during the life of the Policy.

### 5.3.10 Relocation Benefit

If, while the Life Insured is travelling or residing outside of Australia, the Life Insured suffers total disablement for a period in excess of three months, We shall reimburse You the cost of the single standard economy airfare to Australia upon the most direct route available or three times the Insured Monthly Benefit whichever is the lesser. The amount of this benefit will be reduced by any other reimbursement(s) which the Life Insured is entitled to receive in respect of the transportation (such as benefits provided by private medical and health insurance and travel insurance).

### 5.3.11 Rehabilitation Incentive Benefit

If the Life Insured returns to paid Full-time Employment after attending a rehabilitation program that is approved by Us, and remains in paid Full-time Employment for six consecutive months, We will pay a Rehabilitation Incentive benefit equal to three times the Insured Monthly Benefit. We will pay this benefit once only.

### 5.3.12 Guaranteed Future Insurability Benefit

This benefit provides You with an option to increase the Insured Monthly Benefit under the Disability Income benefit, without medical underwriting, whenever the Life Insured's salary package increases.

The following conditions apply to this benefit:

- You must apply for the increase in the Insured Monthly Benefit within the first 30 days after the increase in the Life Insured's salary package;
- The Life Insured must be aged 50 years or younger at commencement of the Disability Income benefit;
- The policy must have been issued without any medical or pastimes loading;
- The maximum increase in the Insured Monthly Benefit is the lesser of:
  - 10% of the Insured Monthly Benefit, after the addition of any benefit indexation increases since commencement of the Disability Income benefit; and
  - \$1,500;
- The total Insured Monthly Benefit, after any increase, cannot exceed 75% of the first \$26,667 of the Life Insured's monthly income at the time of the increase, plus 50% of the next \$20,000 of the Life Insured's monthly income at the time of the increase;
- Total of all increases in the Insured Monthly Benefit cannot exceed the initial Insured Monthly Benefit;

- The benefit can be exercised only if the:
  - Life Insured is not on claim, or eligible to make a claim, at the time of the request to exercise the option;
  - Life Insured is less than age 55 years at the time of the request to exercise the option, and
  - total Insured Monthly Benefit under all income protection benefits with Us and other insurers on the Life Insured is less than the maximum Insured Monthly Benefit allowed under the Policy for the Life Insured;
- The option can be exercised once only within a 12-month period;
- Benefit is restricted to employees only (not available to self-employed persons) at time of request to exercise the option; and
- We will require proof of the event e.g. in the form of a letter from the employer confirming the new salary package.

## 5.4 Day 1 Accident Benefit

The Day 1 Accident benefit is a Rider Benefit under the Disability Income benefit and the Disability Income Accident Only benefit. In the event that the Life Insured is totally disabled for at least 30 consecutive days from the date the Accidental Injury (see condition 8) occurred, We will pay one lump sum per claim equal to the Insured Monthly Benefit less any payments made under the Bed Confinement benefit, Specified Injury benefit or Crisis Recovery benefit.

## 5.5 Business Expenses Benefit

See the Business Expenses Plan Terms and Conditions (condition 6).

These conditions apply to the Business Expenses Plan and to the optional Business Expenses benefit under the Disability Income Plan.

## 5.6 Applying to all Benefits under the Disability Income Plan

### 5.6.1 Maximum Insured Monthly Benefit

The maximum Insured Monthly Benefit You can purchase is one twelfth of Your maximum annual benefit. Your maximum annual benefit is based on the yearly Income of the Life Insured and is:

- 75% of the first \$320,000 of yearly Income, plus
- 50% of the next \$240,000 of yearly Income.

Income is defined in condition 8 of the Policy Terms and Conditions.

The maximum Insured Monthly Benefits for each occupation category are listed below:

Category AAA and AA	\$30,000
Category A, B and C	\$22,500
Category D	\$15,000
Category E	\$10,000

In determining the maximum Insured Monthly Benefit acceptable to Us at the time of Your application We will have regard to the benefits payable under any other disability income or business expenses policy in force or proposed for in respect of the Life Insured. If any such benefits are not disclosed to Us at the time of Your application to Us, We may reduce the amount of the monthly benefit otherwise payable if a claim occurs.

See 'Claim Offsets' in conditions 5.1.9.

### 5.6.2 Exclusions

The benefits under the Disability Income Plan (Agreed Value or Indemnity) are not payable in the following circumstances:

#### Disability Income Benefit and, Disability Income Accident Only Benefit

- Death from suicide within 13 months from the commencement date, date of increase or the last reinstatement date of the benefit. For a benefit increase, the benefit is not payable only in respect of the increase in the Sum Insured. (This exclusion will be waived in respect of any death cover under the Policy provided the Policy is replacing death cover from a previous insurer and the full suicide exclusion period under the in force policy to be replaced has elapsed.)

#### Disability Income Benefit, Disability Income Accident Only Benefit, Claim Escalation Benefit, PLUS Optional Benefit, Day 1 Accident Benefit and Business Expenses Benefit

- Disablement due to intentional self-inflicted injury or any such attempt by the Life Insured;
- Disablement due to engaging in or taking part in service in the armed forces of any country; or
- Normal pregnancy, uncomplicated childbirth or miscarriage.

### 5.6.3 Termination

The benefits under the Disability Income Plan (Agreed Value or Indemnity) will terminate on the:

#### Disability Income Benefit, Disability Income Accident Only Benefit, Claim Escalation Benefit, PLUS Optional Benefit, Day 1 Accident Benefit, and Business Expenses Benefit

- Life Insured's permanent retirement from the workforce, except when directly due to disablement;
  - death of the Life Insured;
  - Expiry Date of the plan (see condition 5.6.4);
  - date the benefit is cancelled; or
  - date the Policy lapses or is cancelled;
- whichever is the earliest to occur.

### 5.6.4 Expiry Dates

Premiums and cover for each benefit cease at the Expiry Date of that benefit.

The Expiry Date for the Disability Income benefit (Agreed Value or Indemnity), Disability Income Accident Only benefit (Agreed Value or Indemnity), Claim Escalation benefit, PLUS Optional benefit, Day 1 Accident benefit and Business Expenses benefit is the latest Policy Anniversary prior to the Life Insured's 65th birthday (occupation category AAA, AA, A, B, C and D) and 55th birthday (occupation category E).

The Expiry Date for the Disability Income benefit (2 year benefit to age 70) is the latest Policy Anniversary prior to the Life Insured's 70th birthday (occupation category AAA and AA).

### 5.6.5 Premiums

Please see condition 2.5 of the Policy Terms & Conditions.

## 6. Business Expenses Plan

This 'Business Expenses Plan' condition applies if the Business Expenses Plan has been selected or the optional Business Expenses benefit has been selected under the Disability Income Plan. The benefits selected under each plan are shown on the Policy Schedule.

### Important Notice

This is not a savings plan and is without profits. The primary purpose of this Business Expenses Plan is to provide a monthly benefit in the event of the disablement of the Life Insured through Injury or Sickness.

### 6.1 Business Expenses Benefit

The benefits available under the Business Expenses benefit are:

- Total Disablement (see condition 6.1.2)
- Extension of Benefit Period (see condition 6.1.2.2)
- Partial Disablement (see condition 6.1.3)
- Indexation of Benefit (see condition 2.17)
- Waiver of Premium (see condition 6.1.4)
- World Wide Protection (see condition 6.1.5)
- AIDS Cover (see condition 6.1.6)

The only Rider Benefit that is available under the Business Expenses Plan is Day 1 Accident Benefit (see condition 6.1.7).

#### 6.1.1 Total/Partial Disablement Definition

The Life Insured is totally/partially disabled under the Business Expenses benefit if He or She satisfies the definition Total/Partial Disablement (Business Expenses).

However if the Business Expenses benefit under the Disability Income benefit is taken together with the PLUS Optional benefit under the Disability Income benefit and the Life Insured is in occupational categories AAA, AA or A, the definition changes to Total/Partial Disablement – Dual Definition.

#### 6.1.2 Total Disablement Benefit

##### Applicable for occupational categories AAA, AA and A only:

If the Life Insured is disabled for longer than the selected waiting period, We will pay a monthly benefit from the end of the waiting period until the end of the benefit period as long as the Life Insured remains disabled.

##### Applicable for occupational categories B, C and D only:

If the Life Insured is totally disabled longer than the selected waiting period, We will pay a monthly benefit from the end of the waiting period until the end of the benefit period as long as the Life Insured remains totally disabled.

This benefit is subject to the Claim Offsets and Limitations conditions in 6.1.8 and 6.1.9 respectively.

#### 6.1.2.1 Total Disablement Benefit Amount

The amount of benefit paid will be determined on a daily basis and will be paid monthly in arrears. It will be the Business Expenses Insured Monthly Benefit, or the business expenses actually incurred which relate to the period during which the Life Insured is totally disabled, less any amounts which are reimbursed from elsewhere, whichever is the lesser. The benefit starts to accrue from the end of the Waiting Period You select and may continue to the end of the Benefit Period.

#### 6.1.2.2 Extension of Benefit Period

If at the end of the Benefit Period the Life Insured remains totally disabled and the total benefit paid is less than 12 times the Insured Monthly Benefit, payments will continue until the earliest to occur of:

- payment in total of 12 times the Insured Monthly Benefit;
- expiry of a further 12 months;
- cessation of the total disablement; or
- Expiry Date of the benefit.

#### 6.1.3 Partial Disablement Benefit

##### Applicable for occupational categories AAA, AA and A only:

The Partial Disablement benefit will be paid if the Life Insured

- has been continuously disabled (totally or partially) during the Waiting Period; and
- has been continuously disabled (totally or partially) since the end of the Waiting Period; and
- is now partially disabled.

##### Applicable for occupational categories B, C and D only:

The Partial Disablement benefit will be paid if the Life Insured

- has been totally disabled for at least 7 consecutive days from the start of the Waiting Period; and
- has been continuously disabled (totally or partially) during the Waiting Period; and
- has been continuously disabled (totally or partially) since the end of the Waiting Period; and
- is now partially disabled.

#### 6.1.3.1 Partial Disablement Benefit Amount

The amount of benefit paid will be determined on a daily basis and will be paid monthly in arrears. It will be the lesser of the:

- Business Expenses Insured Monthly Benefit as amended from time to time; and
- Life Insured's share of the business expenses actually incurred which relate to the period the Life Insured is partially disabled less:
  - any amounts that are reimbursed from elsewhere; and
  - the Life Insured's share of the business turnover for that period.

Business turnover for a period will be the gross income of the business for that period.

The Life Insured's share of business expenses actually incurred or of business turnover will be determined in line with the usual manner of apportioning profits and/or losses of the business between the Life Insured and any co-owners of the business.



When the Life Insured is Partially Disabled and is not working, 'business turnover' will be determined by Us. We will, in Our determination consider the opinion of the Life Insured's Medical Practitioner and Medical Practitioners nominated by Us.

The partial disablement benefit:

- starts to accrue from the day after:
  - the Life Insured is no longer totally disabled; or
  - the end of the Waiting Period whichever is the later; and
- will stop at the end of the benefit period or upon the death or recovery of the Life Insured whichever occurs first.

### 6.1.4 Waiver of Premium Benefit

We will waive premiums from the later of the date the Life Insured became totally disabled and the end of the Waiting Period, until the end of the Benefit Period, or until the date total disablement ceases, whichever occurs first.

Premium payments will recommence from the date on which the waiving of premium ceases.

### 6.1.5 Worldwide Protection

The Life Insured is covered under the Business Expenses benefit anywhere in the world, 24 hours each day.

The business covered must be registered in Australia.

### 6.1.6 AIDS Cover

The Business Expenses benefit provides cover on the Life Insured's disablement due directly or indirectly to the human immunodeficiency virus (HIV) or the acquired immune deficiency syndrome (AIDS) from any cause, first acquired during the currency of the benefit. We may require the Life Insured to undergo an HIV test at the time of application to ensure that the Life Insured is not HIV positive at the commencement of the benefit.

### 6.1.7 Day 1 Accident Benefit

The Day 1 Accident benefit is a Rider Benefit under the Business Expense Plan. In the event that the Life Insured is totally disabled for at least 30 consecutive days from the date the Accidental Injury (see condition 8) occurred, We will pay one lump sum per claim equal to the Business Expenses Insured Monthly Benefit.

### 6.1.8 Claim Offsets

The Business Expenses benefit payable for a period will be reduced by:

- the Life Insured's portion of the net income of the business derived from trading during that period;
- any amount received from any other insurance policy for reimbursement of Business Expenses that was not disclosed to Us when the present level of cover was applied for. The amount will only be reduced to the extent that the combined Business expenses payments from the Policy and other insurance do not exceed 100% of the Business Expenses Insured Monthly Benefit.

### 6.1.9 Limitations

Business expenses covered under the Policy are the regular normal operating expenses of the Life Insured's business or practice.

They include, but are not limited to, the following:

- Accounting and audit fees.
- Regular advertising costs, postage, printing and stationery.
- Electricity, gas, heating, water, telephone and cleaning costs.
- Security costs.
- Rent, property rates and taxes.
- Membership fees, publications and subscriptions to professional bodies.
- Leasing costs of plant and equipment.
- Bank charges, interest on business loans.
- Business related insurance premiums but not including premiums for the Policy.
- Salaries and other related costs (e.g.: payroll tax, superannuation contributions, FBT) for non-income generating employees of the Life Insured's business.
- Net costs associated with employing a locum i.e. a direct replacement of the Life Insured from a source outside the Life Insured's business.
- Prepaid or accrued business expenses will be apportioned over the period to which they relate.

Business Expenses not covered under the Policy include, but are not limited to, the following:

- Salaries and other related costs (e.g.: payroll tax, superannuation, FBT) for the Life Insured and income generating employees of the business other than a locum.
- Salaries and other related costs for any relatives of the Life Insured or the Policy Owner unless that person was employed for at least 60 consecutive days prior to the Life Insured's disablement.
- Commissions or bonuses payable to the Life Insured.
- Repayments of principal of any loan or other finance agreement.
- Any costs of a capital nature including the cost of any books, equipment, fittings, fixtures, furniture goods, implements, merchandise or stock.
- Depreciation on real estate.
- Losses on investments.
- Taxes, other than in respect of related costs for non-income generating employees as above.
- Any payment which We determine on a fair and reasonable basis not to be a regular operating expense.

### 6.1.10 Maximum Insured Monthly Benefit

The Insured Monthly Benefit You can purchase is 100% of eligible business expenses subject to the maximum amounts listed below for each occupation category.

Category AAA and AA, A and B	\$25,000
Category C and D	\$15,000

The maximum combined insured monthly benefits for Disability Income and Business Expenses benefit for each occupation category are listed below:

Category AAA and AA	\$50,000
Category A and B	\$40,000
Category C and D	\$25,000

In determining the maximum insured monthly benefit acceptable to Us, We will have regard to the benefits payable under any other disability income or business expenses policy in force or proposed for in respect of the Life Insured. If any such benefits are not disclosed to Us at the time of Your application to Us, We may reduce the amount of the monthly benefit otherwise payable if a claim occurs.

#### **6.1.11 Exclusions**

The benefits under the Business Expenses benefit are not payable in the event of:

- disablement due to intentional self-inflicted injury or any such attempt by the Life Insured;
- disablement due to engaging in or taking part in service in the armed forces of any country; or
- normal pregnancy, uncomplicated childbirth or miscarriage.

#### **6.1.12 When Benefit Payments Cease**

Benefits in the course of payment under the Business Expenses benefit will stop on the earliest to occur of the:

- death of the Life Insured;
- Life Insured ceasing to be totally disabled;
- end of the Benefit Period; and
- Expiry Date of the benefit.

#### **6.1.13 Termination**

The Business Expenses benefit will terminate on the:

- Life Insured's permanent retirement from the workforce, except when directly due to disablement;
- death of the Life Insured;
- Expiry Date of the benefit (see condition 6.1.14);
- date the benefit is cancelled; or
- date the Policy lapses or is cancelled;

whichever is the earliest to occur.

#### **6.1.14 Expiry Date**

The Expiry Date of the benefit is the latest Policy Anniversary prior to the Life Insured's 65th birthday.

## **6.2 Premiums**

Please see condition 2.5 of the Policy Terms and Conditions.

# 7. Policy Schedule

The Policy Schedule sets out the benefits purchased under the Policy. The Policy Schedule should be read in conjunction with the Policy Terms and Conditions.

## 8. Definitions

Wherever used in the Policy:

'OUR, US, WE,' relate to AIA Australia.

'YOU, YOUR' relate to the Policy Owner.

'LIFE INSURED, HE, SHE, HIS, HER, HIMSELF, HERSELF' means the person named as the Life Insured on the Policy Schedule.

'POLICY OWNER' means the person or persons named on the Policy Schedule as the 'Policy Owner' and any successor in title of that Policy Owner.

'ACCIDENTAL DEATH' means that death is a result of a physical injury which is caused solely and directly by violent, external and unexpected means that is not traceable, even indirectly, to the Life Insured's state of mental or physical health before the event.

'ACCIDENTAL HIV INFECTION' means infection with the human immunodeficiency virus (HIV) acquired by accident or violence during the course of the Life Insured's normal occupation or through the medium of a blood transfusion, transfusion of blood products, organ transplant, assisted reproduction technique or other medical procedure or operation performed by a doctor or at a recognised medical facility. Sero-conversion evidence of the HIV infection must occur within six months of the accident.

HIV infection transmitted by any other means, including but not limited to sexual activity or non-medical intravenous drug use, is not Accidental HIV Infection under the Policy.

Any accident giving rise to a potential claim must be reported to Us within 30 days and be supported by a negative HIV antibody test taken within seven days after the accident. We must be given access to test independently all blood samples used, if We require. We retain the right to take further independent blood tests or other medically accepted HIV tests.

'ACCIDENTAL INJURY' means a physical injury which is caused solely and directly by violent, accidental, external and visible means, which occurs while the benefit is in force and which results solely and directly and independently of a pre-existing condition or any other cause in total disablement. Sickness directly resulting from medical or surgical treatment rendered necessary by the physical injury will not constitute an 'Accidental Injury'.

'AGREED VALUE' means

- The Insured Monthly Benefit is agreed with You at the time of application and is based on the Life Insured's income at that time.
- The Insured Monthly Benefit is guaranteed subject to receipt by Us of financial evidence in relation to Your application. That evidence must be satisfactory to Us. If financial evidence in relation to Your application is not provided to Us at time of application, that evidence must be provided before the payment of any claim and must be satisfactory to Us. Claim offsets for other sources of income may apply; and
- Cover on an agreed value basis is available only to Occupation Categories AAA, AA, A, B and C.

'ALZHEIMER'S DISEASE' means the diagnosis of Alzheimer's disease as confirmed by a consultant neurologist or geriatrician resulting in significant cognitive impairment.

Significant cognitive impairment means deterioration in the Life Insured's mini-mental state examination, or equivalent thereof, scores to 20 or less.

'APLASTIC ANAEMIA' means permanent bone marrow failure that results in anaemia, neutropenia and thrombocytopenia requiring treatment by at least one of the following:

- blood product transfusion
- marrow stimulating agents
- immunosuppressive agents
- bone marrow transplantation.

'BACTERIAL MENINGITIS' means the diagnosis of the Life Insured with bacterial meningitis. The meningitis must produce neurological deficit causing permanent and significant functional impairment. 'Significant' shall mean at least a 25% impairment of whole person function as defined in *Guides to the Evaluation of Permanent Impairment 5th edition*, American Medical Association.

Diagnosis must be confirmed by a consultant neurologist.

Bacterial meningitis in the presence of HIV infection is excluded.

All other forms of meningitis including viral, are excluded.

'BENEFIT PERIOD' is stated on the Policy Schedule and is the maximum period during which the monthly income benefit is payable.

'BENIGN BRAIN TUMOUR' means a non-cancerous tumour on the brain giving rise to symptoms of increased intracranial pressure such as papilloedema, mental symptoms, seizures and sensory or motor skills impairment as confirmed by a consultant neurologist. The tumour must result in permanent neurological deficit, resulting in either:

- at least a 25% impairment of whole person function, as defined in *Guides to the Evaluation of Permanent Impairment 5th edition*, American Medical Association, or
- the Life Insured being totally and permanently unable to perform any one of the following five 'Activities of Daily Living':
  - bathing,
  - dressing,
  - eating,
  - toileting,
  - transferring.

The presence of the underlying tumour must be confirmed by imaging studies such as CT scan or MRI (Magnetic Resonance Imaging).

Cysts, granulomas, cholesteatomas, malfunctions in or of the arteries or veins of the brain, haematomas and tumours in the pituitary gland or spine are not covered.

**'BLINDNESS'** means that as a result of disease or accident and certified by an ophthalmologist, the:

- (a) visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in both eyes; or the
- (b) field of vision is constricted to 20 degrees or less of arc around central fixation in the better eye irrespective of corrected visual activity ( equivalent to 1/100 white test object); or the
- (c) combination of visual defects results in the same degree of vision impairment as that occurring in (a) or (b) above.

**'CANCER'** means the presence of one or more malignant tumours including Hodgkin's disease, leukaemia and other malignant bone marrow disorders, and characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue, but does not include the following:

- tumours which are histologically described as pre-malignant or showing the changes of 'carcinoma in situ';
  - however 'carcinoma in situ of the breast' is not excluded. The full Sum Insured will be paid for 'carcinoma in situ of the breast' where the entire breast is removed specifically to arrest the spread of malignancy, and this procedure is the appropriate and necessary treatment as confirmed by an appropriate specialist acceptable to Us. 25% of the Sum Insured, subject to a maximum payment of \$25,000 under all policies We have issued covering the life insured, will be paid for 'carcinoma in situ of the breast' where no mastectomy is performed.
- melanomas of less than 1.5 mm thickness, without ulceration, as determined by histological examination;
- all hyperkeratoses or basal cell carcinomas of the skin;
- cutaneous squamous cell carcinomas of T2N0M0 and below grade tumours, where the tumour is less than 5 cm in greatest diameter;
- Polycythemia Rubra Vera requiring treatment by venesection alone; and
- Tumours treated by endoscopic procedures alone.

Skin cancer – where diagnosed by an appropriate specialist acceptable to Us, We will pay:

- 100% of the Sum Insured for melanomas where the tumour is with ulceration or is diagnosed as 1.5mm or greater in Breslow's depth of invasion; and
- 10% of the Sum Insured for cutaneous squamous cell carcinomas where the tumour is diagnosed stage T3N0M0 under the TNM Classification system; and
- 100% of the Sum Insured for cutaneous squamous cell carcinomas where the tumour is diagnosed at greater than T3N0M0 or any T N1, 2 or 3 or metastases are present.

After any payment for cancer the Sum Insured will be reduced by the payment made.

#### **'CARCINOMA IN SITU'**

Carcinoma in situ refers to a primary uncontrolled growth of cells that remains in the original location and has not invaded or destroyed neighbouring tissues nor penetrated the basement membrane. Carcinoma in situ covered by this policy must be confirmed by histopathology.

Staging of carcinoma in situ is based on:

Stage 0, FIGO (International Federation of Gynecologists and Obstetricians) classification and Tis, TNM classification.

**'CARCINOMA IN SITU OF FEMALE ORGANS'** means a historically proven, localized pre-invasion lesion where cancer cells do not penetrate the basement membrane nor invade the surrounding tissues or stoma. 'Invade' mean to infiltrate and/ or actively destroy tissue or surrounding tissue. The disease of Carcinoma in Situ covered by this policy must be confirmed by a biopsy and is limited only to the following sites:

- Breast where the tumour is classified as TNM stage TIS.
- Cervix, Uterus at or above CIN III Grading.
- Ovary and Fallopian Tube, where the tumour must be classified as TIS according to the TNM Staging method or FIGO\* Stage 0.
- Vagina or Vulva, where the tumour must be classified as TIS according to the TNM staging method or FIGO\* Stage 0.

\*FIGO refers to the staging method of the Federation Internationale de Gynecologie et d'Obstetrique.

**'CARDIOMYOPATHY'** means a condition of impaired ventricular function of variable aetiology (often not determined) resulting in significant physical impairment i.e. Class III on the New York Heart Association classification of cardiac impairment.

The New York Heart Association classifications are:

Class I – no limitation of physical activity, no symptoms with ordinary physical activity.

Class II – slight limitation of physical activity, symptoms occur with ordinary physical activity.

Class III – marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.

Class IV – symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

**'CHRONIC LIVER DISEASE'** means end stage liver failure, together with two of the following conditions:

- Permanent jaundice,
- Ascites, and
- Hepatic encephalopathy.

Such disease directly related to alcohol or drug abuse is excluded.

**'CHRONIC LUNG DISEASE'** means end stage respiratory failure requiring permanent oxygen therapy with FEV 1 test results consistently showing less than one litre.

**'COMA'** means total failure of cerebral function characterised by total unarousable, unresponsiveness to external stimuli, persisting continually with the use of a life support system for a period of at least 96 hours. It must result in significant permanent loss of cerebral function as determined by a recognised consultant neurologist acceptable to Us.

For the purposes of this definition, 'significant' shall mean at least a 25% impairment of whole person function as defined in *Guides to the Evaluation of Permanent Impairment 5th edition*, American Medical Association.

Excluded from this definition is coma induced medically or resulting from alcohol or drug abuse.

**'COMPLICATIONS OF PREGNANCY'** means one of the following:

1. Disseminated Intravascular Coagulation  
Disseminated Intravascular Coagulation (DIC) where the following conditions are met:
  - There is a pregnancy related cause of the DIC; and
  - Excessive fibrin formation and fibrinolysis has caused the depletion of coagulation proteins and platelets; and
  - There is life threatening haemorrhage from multiple sites.
2. Ectopic Pregnancy  
Pregnancy in which implantation of a fertilised ovum occurs outside the uterine cavity. The ectopic pregnancy must be terminated by laparotomy or laparoscopic surgery. The diagnosis of ectopic pregnancy must be confirmed by a medical specialist.
3. Hydatidiform Mole  
The development of fluid-filled cysts in the uterus after the degeneration of the chorion during pregnancy which results in the death of the embryo. The diagnosis of Hydatidiform mole must be confirmed by a medical specialist.
4. Pre-eclampsia of Pregnancy  
Pre-eclampsia is defined as:
  - Maternal hypertension with diastolic blood pressure greater than 100mmHg consistently for a 24 hour period;
  - Proteinuria equal to or greater than 3g (or 3000mg) per 24 hours urine collection; and
  - Requires admission of the Life Insured to hospital.
 Diagnosis must be confirmed by a consultant obstetrician/gynaecologist.
5. Stillbirth  
Foetal death in utero after 28 weeks of pregnancy. Elective termination of pregnancy and abortion are specifically excluded.

**'CONGENITAL ABNORMALITIES OF CHILD'** means one of the following:

1. Down's Syndrome  
A specific genetic abnormality caused by an extra-chromosome 21 that causes mental retardation and physical abnormalities.
2. Spina Bifida Myelomeningocele  
Defective closure of the spinal column due to a neural tube deficit with a resultant meningocele or meningocele and associated neurological deficit. The diagnosis must be confirmed by a medical specialist.
3. Tetralogy of Fallot  
An anatomical abnormality with severe or total right ventricular outflow tract obstruction and a ventricular septal defect allowing right ventricular deoxygenated blood to bypass the pulmonary artery and enter the aorta directly. The diagnosis must be confirmed by a medical specialist and supported by an echocardiogram, and invasive surgery must be performed to correct the condition.
4. Transposition of Great Vessels  
A congenital heart defect where the aorta arises from the right ventricle and the pulmonary artery from the left ventricle. The diagnosis must be confirmed by a cardiologist and supported by an echocardiogram, and invasive surgery must be performed to correct the condition.

5. Congenital Blindness  
Complete absence of the sense of sight from birth. The diagnosis must be confirmed by a medical specialist.
6. Congenital Deafness  
Complete absence of the sense of hearing from birth. The diagnosis must be confirmed by a medical specialist.

**'CONSUMER PRICE INDEX INCREASE'** (CPI Increase) means the percentage increase in the average CPI for the 6 state capital cities published by the Australian Bureau of Statistics and covering the most recent period of 12 months for which figures are available at the date the policy fee, Sum Insured or Insured Monthly Benefit is to be increased. In the event of any suspension or discontinuance of the CPI as defined above, such other index as We shall consider appropriate shall be adopted for the purposes of the Policy.

**'CORONARY ARTERY ANGIOPLASTY'** means the actual undergoing of either:

- Balloon angioplasty
- Insertion of a stent
- Atherectomy
- Laser therapy

to correct a narrowing or blockage of coronary arteries within the same procedure. Angiographic evidence, indicating obstruction of the coronary arteries is required to confirm the need for this procedure. The procedure must be considered necessary by a cardiologist to correct or treat coronary artery disease.

25% of the sum insured, with a maximum of \$25,000 will be payable where one coronary artery is obstructed and corrected with the use of angioplasty, atherectomy, laser therapy or the insertion of up to two stents.

50% of the sum insured, with a maximum of \$50,000 will be payable where two coronary arteries are obstructed and corrected with the use of either angioplasty, atherectomy or laser therapy, or, the insertion of more than two stents (regardless of the number of coronary arteries involved).

100% of the sum insured will be payable where three or more coronary arteries are obstructed and corrected with the use of angioplasty, atherectomy, laser therapy or stents.

After any payment for coronary artery angioplasty the sum insured will be reduced by the payment made.

**'CORONARY ARTERY BY-PASS SURGERY'** means the actual undergoing of by-pass surgery (including saphenous vein or internal mammary graft(s) for the treatment of coronary artery disease. The operation must be for the treatment of one or more coronary arteries and angioplasty contra-indicated and must be considered necessary by a consultant cardiologist.

**'DEMENTIA'** means the diagnosis of dementia as confirmed by a consultant neurologist or geriatrician resulting in significant cognitive impairment. Significant cognitive impairment means deterioration in the Life Insured's mini-mental state examination, or equivalent thereof, scores to 20 or less.

Dementia as a result of alcohol or drug abuse is excluded.

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

**'EXPIRY DATE'** for a benefit means the premium expiry date shown on the Policy Schedule for that benefit.

#### **'FORWARD UNDERWRITING'**

##### **Marriage**

- A marriage or customary union as recognised in terms of the laws of Australia.
- A union recognised as a marriage in accordance with the tenets of any religion
- Two adults who are in a relationship as a couple (whether or not legally married to each other), regardless of their sex, where the two adults live with each other on a permanent and genuine domestic basis and have done so for a continuous period of at least 2 years.
- An option under the marriage event can only be exercised once. The event must not have occurred within 6 months of a permanent separation.
- The Life Insured must be a party to the marriage/union.

##### **Permanent Separation**

- A permanent separation of two parties to a marriage as defined above.
- An option under the Permanent Separation event can only be exercised once. The event must not have occurred within 6 months of the marriage event, as defined above.
- The Life Insured must be a party to the permanent separation.
- Permanent Separation to be evidenced by an order of divorce or a statutory declaration signed by both parties.

##### **Mortgage**

- The registration of a mortgage in respect of property owned by the Life Insured.

##### **New Child Dependant**

- The birth or legal adoption of a child.
- The Life Insured must be a parent of the child.
- Adoption of a child can be by same sex or heterosexual couples.

##### **Child Dependant's Education Costs**

- A child is registered for study at a private school or tertiary education institution.
  - This includes a University degree
- The Child must be the natural child, the stepchild or the adopted child of the Life Insured.

##### **Child born with Spina Bifida**

- The protrusion of a sac containing tissue, cerebrospinal fluid, nerves and part of the spinal cord through an opening in one or more of the vertebrae of the spinal column.
- The Child must be the natural child, the stepchild or the adopted child of the Life Insured.

##### **Child born with Cerebral Palsy**

- The diagnosis of Cerebral Palsy by a neurologist or paediatrician.
- The Child must be the natural child, the stepchild or the adopted child of the Life Insured.

##### **Increase in personal liability and increase in shareholder value**

- The Life Insured incurs additional monetary liability as a result of the following business activity:
  - Life insured starts a new business.
  - Life insured increases his/her personal liability for business debts.
  - Life insured's shareholding/value in the business/value to the business increases.

#### **'FULL-TIME EMPLOYMENT'**

For the Permanent Disablement and Permanent Disablement Stand Alone benefits and the Waiver of Premium benefit under the Life Cover benefit, working a minimum of 20 hours per week, 48 weeks per year excluding public holidays.

For the Disability Income and Business Expenses Plans working a minimum of 25 hours per week, 48 weeks per year excluding public holidays.

**'HEART ATTACK'** (myocardial infarction) means the death of heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis must be confirmed by a cardiologist and evidenced by:

- typical rise and fall of cardiac biomarker blood test (Troponin T, Troponin I or CK-MB) with at least one level above the 99th percentile of the upper reference limit PLUS
  - acute cardiac symptoms and signs consistent with myocardial infarction (e.g. chest pain)
  - OR
  - new serial ECG changes with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block (LBBB).

If the above tests are inconclusive we will consider other appropriate and medically recognised tests.

Other acute coronary syndromes including but not limited to angina pectoris are excluded.

**'HEART VALVE SURGERY'** means the actual undergoing of a procedure to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities occurring after the commencement date or last reinstatement date of the Policy.

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

#### **INCOME (Employed Persons)**

Income in the case of an employed person is the pre-tax remuneration paid by an employer, including salary, fees and fringe benefits for the last financial year. This will include any statutory superannuation contributions and any other superannuation contributions made by an employer including those that are part of a salary sacrifice arrangement between the employed person and the employer. Where commissions and bonuses form over 40% of the pre-tax remuneration for the last financial year, we will take them into account. Where the employed person is a professional person employed by a professional practice company, income will include all commissions and bonuses paid, in addition to salary, fees, fringe benefits and superannuation contributions made by an employer, for the last financial year.

#### **INCOME (Self-Employed Persons)**

Income in the case of a self-employed person, a working director or partner in a partnership, is the income generated by the business or practice due to his or her personal exertion or activities, less his or her share of necessarily incurred business expenses, for the last financial year.

Income does not include other unearned income such as dividends, interest, rental income or proceeds from the sale of assets, or ongoing commission or royalties.

**'INDEMNITY'**

- The monthly benefit payable in the event of total disablement is the lower of the Insured Monthly Benefit under the income protection benefit and 75% of the first \$26,667 of the life insured's monthly Pre-disablement Income (indemnity) at the start of the total disablement plus 50% of the next \$20,000 of the life insured's monthly Pre-disablement Income (indemnity);
- The Insured Monthly Benefit is not guaranteed;
- Financial evidence must be provided before the payment of any claim and must be satisfactory to Us. Claim offsets for other sources of income may apply (see condition 5.1.9); and
- Cover on an indemnity basis is available to Occupation Categories AAA, AA, A, B, C, D and E.

**'INJURY'** means a physical injury which occurs whilst the Policy is in force and which results solely and directly and independently of a pre-existing condition or any other cause, in Total or Partial Disablement within one year of the date of its occurrence. Sickness directly resulting from medical or surgical treatment rendered necessary by the physical injury will not constitute an 'Injury'.

**'INSURED MONTHLY BENEFIT'** is stated on the Policy Schedule and may be adjusted by any benefit alterations the Policy Owner has effected, or which have been imposed by Us and notified to the Policy Owner.

**'KIDNEY FAILURE'** means end stage renal failure, which presents as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is initiated or renal transplantation carried out.

**'LOSS OF HEARING'** means complete and irrecoverable loss of hearing, both natural and assisted, from both ears as a result of Injury or Sickness, as certified by an appropriate medical specialist.

**'LOSS OF INDEPENDENCE'** means:

- (a) A condition as a result of Injury or Sickness, where the Life Insured is totally and irreversibly unable to perform at least two of the following five 'Activities of Daily Living'. The condition should be confirmed by a consultant physician.

**Bathing**

Means the ability of the Life Insured to wash Himself or Herself either in the bath or shower or by sponge bath without the standby assistance of another person. The Life Insured will be considered to be able to bathe Himself or Herself even if the above tasks can only be performed by using equipment or adaptive devices.

**Dressing**

Means the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them, without the standby assistance of another person. The Life Insured will be considered able to dress Himself or Herself even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.

**Eating**

Means the ability to get nourishment into the body by any means once it has been prepared and made available to the Life Insured without the standby assistance of another person.

**Toileting**

Means the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing without the standby assistance of another person. The Life Insured will be considered able to toilet Himself or Herself even if the Life Insured has an ostomy and is able to empty it Himself or Herself, or if the Life Insured uses a commode, bedpan or urinal, and is able to empty and clean it without the standby assistance of another person.

**Transferring**

Means the ability to move in and out of a chair or bed without the standby assistance of another person. The Life Insured will be considered able to transfer Himself or Herself even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorised devices is used;

or

- (b) Cognitive impairment, meaning a deterioration or loss in the Life Insured's intellectual capacity which requires another person's assistance or verbal cueing to protect Himself or Herself as measured by clinical evidence and standardised tests which reliably measure the impairment in the following areas:

- short or long term memory
- orientation as to person (such as personal identity), place (such as location), and time (such as day, date and year)
- deductive or abstract reasoning;

The Life Insured would be required to be under continuous care and supervision by another adult person for at least six consecutive months. At the end of that six-month period, the Life Insured must, in Our opinion on the basis of medical evidence, require ongoing continuous care and supervision by another adult person.

or

- (c) Loss of Limbs and/or Sight.

**'LOSS OF USE OF LIMBS AND/OR SIGHT'** means the total and irrecoverable loss by the Life Insured of any of the:

- use of both hands
- use of both feet
- sight of both eyes (to the extent of 6/60 or less)
- use of one hand and one foot
- use of one hand and the sight of one eye
- use of one foot and the sight of one eye.

We will pay a one-time partial benefit (not payable under Loss of Independence) in the event of the total and permanent loss of use of:

- one hand,
- one foot, or
- sight in one eye (to the extent of 6/60 or less).

The amount payable will be the greater of \$10,000 and 25% of the sum insured of the Crisis Recovery or Crisis Recovery Stand Alone benefit. The amount of the payment cannot exceed the sum insured.

The sum insured of the Crisis Recovery or Crisis Recovery Stand Alone benefit will be reduced by the payment of this benefit and premiums will be adjusted accordingly.

**'LOSS OF SPEECH'** means the complete and irrecoverable loss of the ability to speak as a result of Injury or Sickness which must be established and the diagnosis reaffirmed after a continuous period of three months of such loss by an appropriate medical specialist.

**'MAJOR BURNS'** means third degree burns (full thickness skin destruction) to:

- at least 20% of the body surface area;
- whole of both hands, requiring surgical debridement and/or grafting; or
- whole of the head requiring surgical debridement and/or grafting.

**'MAJOR HEAD TRAUMA'** means an accidental head injury resulting in neurological deficit, as certified by a consultant neurologist acceptable to Us, causing at least a permanent 25% impairment of whole person function as defined in *Guides to the Evaluation of Permanent Impairment 5th edition*, American Medical Association.

**'MAJOR ORGAN TRANSPLANT'** means having received, from a human donor, a medically necessary transplant involving one or more of the following organs: kidney, heart, liver, lung, bone marrow and pancreas.

**'MANIFESTS'** means that symptoms exist which would cause an ordinarily prudent person to seek diagnosis, care or treatment, or that medical advice or treatment has been recommended by or received from a Medical Practitioner.

**'MARRIAGE'** means:

- a marriage or customary union as recognised in terms of the laws of Australia.
- a union recognised as a marriage in accordance with the tenets of any religion.
- two adults who are in a relationship as a couple (whether or not legally married to each other), regardless of their sex, where the two adults live with each other on a permanent and genuine domestic basis and have done so for a continuous period of at least two years.

**'MEDICAL PRACTITIONER'** means a legally qualified and registered medical practitioner other than the Policy Owner or the Life Insured, or a family member, business partner, employee or employer of either the Policy Owner or the Life Insured.

**'MOTOR NEURONE DISEASE'** means the unequivocal diagnosis of Motor Neurone Disease confirmed by a consultant neurologist.

**'MULTIPLE SCLEROSIS'** means the unequivocal diagnosis of Multiple Sclerosis confirmed by a consultant neurologist, evidenced by:

- a) More than one episode of well defined neurological deficit, and
- b) Residual neurological impairment persisting for a continuous period of at least 6 months.

**'MUSCULAR DYSTROPHY'** means the unequivocal diagnosis of muscular dystrophy, confirmed by a consulting neurologist.

**'NON-SMOKER'** at a point in time, means, not having smoked tobacco or any other substance for a continuous period of 12 months ending at that point in time.

**'OCCUPATIONALLY ACQUIRED HEPATITIS B OR HEPATITIS C INFECTION'** is a Crisis Event covered by the Crisis Recovery benefit under the PLUS Optional benefit under the Disability Income Plan.

The Crisis Recovery benefit will be payable if the Life Insured becomes infected with Hepatitis B or Hepatitis C as a result of an occupational accident. An occupational accident means an accident that happens whilst the Life Insured is performing the usual duties of His or Her normal occupation and involves contact with a body substance which puts the Life Insured at risk of transmission of the infections.

This benefit will only be paid if all the following conditions for payment are satisfied. We require that:

- the Life Insured reports the accident to Us within 48 hours after it happens;
- the Life Insured is tested for infections within 48 hours after the accident and the results are negative;
- a Medical Practitioner diagnoses the Life Insured to be:
  - positive to Hepatitis C within 180 days after the accident; or
  - positive to Hepatitis B within 180 days after the accident and still be positive within 180 days after the first diagnosis;
- the Life Insured complies with all infection control precautions that apply;
- the Life Insured is vaccinated or immunised for the infections as required by Us; and
- all tests be carried out according to the procedures We specify.

**'OSTEOPOROSIS'** means, where the following conditions are met:

- bone mineral density measured in at least two sites by dual-energy x-ray densitometry (DEXA) or quantitative CT scanning consistent with severe osteoporosis with:
  - a) at least two vertebral body fractures occurring before the age of sixty-five (65); or
  - b) fracture of the neck of the femur.

**'OTHER SERIOUS CORONARY ARTERY DISEASE'** means the narrowing of the lumen of at least 3 coronary arteries by a minimum of 60%, as proven for the first time by coronary arteriography, regardless of whether or not any form of coronary artery surgery has been performed.

**'PARAPLEGIA'** means the total and permanent loss of function of the lower limbs due to spinal cord injury or disease, or brain injury or disease.

**'PARKINSON'S DISEASE'** means the unequivocal diagnosis of idiopathic Parkinson's disease as confirmed by a consultant neurologist and requiring treatment. All other types of Parkinsonism are excluded.

**'PARTIAL DISABLEMENT (BUSINESS EXPENSES)'** means that, **solely due to Injury or Sickness**, the Life Insured is:

- unable to work in His or Her own occupation at full capacity but working in a reduced capacity in any occupation; and
- earning a monthly Income which is less than His or Her pre-disablement income; and
- under the regular care of and following the advice of a Medical Practitioner.



Where the Life Insured is capable of working in a reduced capacity in any occupation but is not working, We may deem the Life Insured to be entitled to the Partial Disablement benefit.

The Life Insured is 'Partially Disabled (Business Expenses)' if the Life Insured satisfies the definition of Partial Disablement (Business Expenses).

**'PARTIAL DISABLEMENT (DISABILITY INCOME)'** means that, **solely due to Injury or Sickness**, the Life Insured is:

- unable to work in His or Her own occupation at full capacity but working in a reduced capacity in any occupation; and
- earning a monthly Income which is less than His or Her pre-disablement income; and
- under the regular care of and following the advice of a Medical Practitioner.

The Life Insured is 'Partially Disabled (Disability Income)' if the Life Insured satisfies the definition of Partial Disablement (Disability Income).

**'PARTIAL DISABLEMENT (DISABILITY INCOME ACCIDENT ONLY)'** means that, **solely due to Accidental Injury**, the Life Insured is:

- unable to work in His or Her own occupation at full capacity but working in a reduced capacity in any occupation;
- earning a monthly income which is less than His or Her pre-disablement income; and
- under the regular care of and following the advice of a Medical Practitioner.

The Life Insured is 'Partially Disabled (Disability Income Accident Only)' if the Life Insured satisfies the definition of Partial Disablement (Disability Income Accident Only).

**'PARTIAL DISABLEMENT – DISABILITY INCOME CAPABILITY CLAUSE'**

Partial Disablement Benefit Amount (Agreed Value and Indemnity Value).

The initial benefit payable will be:

$(A - B)/A \times$  Insured Monthly Benefit, where

A = Life Insured's monthly pre-disablement income, and

B = Life Insured's Income from all sources for the month in which the partial disablement benefit is being paid.

When the Life Insured is partially disabled but not working or not working to their optimum capability, 'B' will be calculated on the monthly income it would be reasonable for the Life Insured to earn if working to the extent of His or Her optimum capability. In determining what the Life Insured could reasonably be expected to earn if the Life Insured were working to the extent of His or Her optimum capability, the following will be taken into account:

- All available medical evidence from the Life Insured;
- All available medical evidence from the Life Insured's Medical Practitioner; and
- Any additional information that directly relates to the Life Insured's medical condition.

The amount of benefit payable will be adjusted for any claim offsets (see condition 5.1.9).

If the Life Insured is earning 25% or less of pre-disablement income during any of the first three months immediately after the end of the Waiting Period, We will pay the total disablement benefit for that month.

**'PARTIAL DISABLEMENT – Dual Definition'**

(Applicable to Occupation Classes AAA, AA and A only and only if the PLUS Optional benefit is selected)

- a) If the Life Insured is employed, or has been unemployed or on maternity or paternity leave for less than 12 consecutive months immediately before His or Her disablement started, We will consider the Life Insured to be partially disabled if, **solely due to sickness or injury**, the Life Insured is:
- working for more than 10 hours per week in His or Her usual occupation, or a gainful occupation or is able to work in His or Her usual occupation or a gainful occupation;
  - earning less monthly income now compared to the Life Insured's pre-disablement income;
  - not totally disabled; and
  - under the regular care of and following the advice of a Medical Practitioner.

If the Life Insured has been unemployed or on maternity or paternity leave for 12 consecutive months or longer immediately before His or Her disablement started, We will treat the Life Insured's usual occupation as being 'any occupation for which the Life Insured is reasonably suited by education training or experience.'

Note: This Partial Disablement – Dual Definition will be applicable to the Business Expenses benefit under the Disability Income Plan and it will apply to occupation categories AAA, AA and A only and only if the PLUS Optional benefit is selected.

**'PNEUMONECTOMY'** means undergoing a surgical procedure in which an entire lung is removed due to underlying lung disease or disorder.

**'POLICY ANNIVERSARY'** means an anniversary of the due date of the first premium shown on the Policy Schedule.

**'PRE-DISABLEMENT INCOME (AGREED VALUE)'** is the Life Insured's highest average monthly income for any financial year since the date two years before the commencement date of the Disability Income benefit up until the commencement of disablement.

During disablement the Pre-disablement Income (Agreed Value) amount will be increased every 12 months, following the date of disablement, by 5% or the CPI Increase (whichever is the greater).

**'PRE-DISABLEMENT INCOME (INDEMNITY)'** is the Life Insured's average monthly Income for the latest financial year preceding the commencement of disablement.

During disablement the Pre-disablement Income (Indemnity) amount will be increased every 12 months, following the date of disablement, by 5% or the CPI Increase (whichever is the greater).

**'PRE-DISABLEMENT INCOME'** is the Life Insured's 12 months earnings immediately preceding the commencement of disablement.

**'PULMONARY ARTERIAL HYPERTENSION (PRIMARY)'** means primary pulmonary hypertension associated with right ventricular enlargement established by cardiac catheterisation, resulting in significant irreversible physical impairment of at least Class III of the New York Heart Association classification of cardiac impairment.

Pulmonary Hypertension in association with chronic lung disease is specifically excluded.

Other forms of hypertension (involving increased blood pressure) are specifically excluded.

The New York Heart Association classifications are:

Class I – no limitation of physical activity, no symptoms with ordinary physical activity.

Class II – slight limitation of physical activity, symptoms occur with ordinary physical activity.

Class III – marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.

Class IV – symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

**'QUADRIPLEGIA'** means the total and permanent loss of function of the lower and upper limbs due to spinal cord injury or disease, or brain injury or disease.

**'RECONSTRUCTIVE COSMETIC SURGERY'** means one of the following:

1. Reconstructive Cosmetic Surgery or Skin Grafting Due to Accident. The actual undergoing of plastic or reconstructive surgery which is deemed medically necessary for the treatment of disfigurement as a direct result of an accident requiring inpatient hospital treatment of the Life Insured.
2. Reconstructive Cosmetic Surgery or Skin Grafting Due to Crisis Event Covered. The actual undergoing of plastic or reconstructive surgery which is deemed medically necessary for the treatment of disfigurement as a direct result of a crisis event covered under the Crisis Recovery benefit under the Life Cover Plan, Superannuation Life Cover Plan, the PLUS Optional benefit under the Disability Income Plan and the Crisis Recovery Stand Alone benefit.

**'RHEUMATOID ARTHRITIS'** means widespread joint destruction with major deformity of three or more of the following joint areas:

Hands, wrists, elbows, cervical spine, knees, ankles, metatarsophalangeal joints in the feet. The condition must result in the permanent inability to perform any three of the following Activities of Daily Living:

- Bathing
- Dressing
- Eating
- Toileting
- Transferring

**'RIDER BENEFIT'** refers to any optional benefit that can be added to another benefit.

**'SICKNESS'** means illness or disease which Manifests itself after the Policy is in force and which results in total or partial disablement.

**'STROKE'** means an acute neurological event caused by a cerebral or subarachnoid haemorrhage, cerebral embolism or cerebral thrombosis, where the following conditions are met:

- There is an acute onset of objective and ongoing neurological signs that last more than 24 hours, and
- Findings on magnetic resonance imaging, computerised tomography, or other reliable imaging techniques, demonstrate a lesion consistent with the acute haemorrhage, embolism or thrombosis.

Brain damage due to an accident, infection, reversible ischaemic neurological deficit, transient ischaemic attack, vasculitis or an inflammatory disease is excluded.

**'SUM INSURED'** for a benefit means the sum insured for that benefit stated on the Policy Schedule adjusted by any benefit alterations the Policy Owner has effected, or which have been imposed by Us and notified to the Policy Owner.

**'SURGERY TO AORTA'** means surgical repair to the aorta to correct any narrowing, dissection or aneurysm of the thoracic or abdominal aorta but does not include angioplasty, intra-arterial procedures or other non-surgical techniques.

**'SYSTEMIC LUPUS ERYTHEMATOSUS'**

Diagnosis must be confirmed by a consultant immunologist or rheumatologist and such diagnosis must be based on the current diagnostic criteria established by the American Rheumatism Association. Pathological evidence of such diagnosis must be provided. There must also be evidence-based involvement of one of the following systems:

- a. Cardiac
- b. Pulmonary
- c. Nervous system, or
- d. Renal involvement.

All evidence must be satisfactory to Us.

**'TERMINAL ILLNESS'** means the diagnosis of the Life Insured with an illness which in the opinion of an appropriate specialist physician approved by Us, is likely to result in the death of the Life Insured within 12 months of the diagnosis regardless of any treatment that may be undertaken.

**'TOTAL AND PERMANENT DISABLEMENT (ALL DUTIES)'** means that:

- (a) the Life Insured has suffered the total and irrecoverable loss of the:
  - sight of both eyes;
  - use of two limbs; or
  - sight of one eye and use of one limb;
 or
- (b) the Life Insured, where engaged in any business, profession or occupation, whether as an employee or otherwise, immediately prior to the Injury or Sickness causing disablement:
  - has been absent from employment solely as a result of Injury or Sickness for an uninterrupted period of at least six consecutive months; and

- is attending a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the Injury or Sickness; and
- at the end of the period of six months, after consideration of all the medical evidence and such other evidence as We may require, has become in Our opinion incapacitated to such an extent as to render the Life Insured unable to perform all of the tasks of His/or Her occupation or any other occupation.

The Life Insured is 'Totally and Permanently Disabled (All Duties)' if the Life Insured satisfies the definition of Total and Permanent Disablement (All Duties).

**'TOTAL AND PERMANENT DISABLEMENT (ANY OCCUPATION)'** means that:

- (a) the Life Insured has suffered the total and irrecoverable loss of the:
  - sight of both eyes;
  - use of two limbs; or
  - sight of one eye and use of one limb;
 or
- (b) the Life Insured, where engaged in any business, profession or occupation, whether as an employee or otherwise, or where unemployed or on leave without pay for less than six months immediately prior to the injury or sickness causing disablement:
  - has been absent from employment solely as a result of injury or sickness for an uninterrupted period of at least three consecutive months; and
  - is attending a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the injury or sickness; and
  - at the end of the period of three months, after consideration of all the medical evidence and such other evidence as we may require, has become in our opinion incapacitated to such an extent as to render the Life Insured unlikely ever to engage in any business, profession or occupation for which the Life Insured is reasonably suited by education, training or experience;
 or
- (c) the Life Insured has suffered Loss of Independence.

If the Life Insured was not engaged in any business, profession or occupation or was on leave without pay for more than six months immediately prior to the time of the injury or sickness causing disablement then the Total and Permanent Disablement (Any Occupation) definition will continue to apply.

The Life Insured is 'Totally and Permanently Disabled (Any Occupation)' if the Life Insured satisfies the definition of Total and Permanent Disablement (Any Occupation).

The Life Insured will be deemed to be on 'Home Duties' if wholly engaged in full-time domestic duties in His or Her own residence.

If the Life Insured is on Home Duties at the time of application and again at the time of claim, the Life Insured will be assessed against the Total and Permanent Disablement (Home Duties) definition.

**'TOTAL AND PERMANENT DISABLEMENT (HOME DUTIES)'** means that:

- (a) the Life Insured has suffered the total and irrecoverable loss of the:
  - sight of both eyes;
  - use of two limbs; or
  - sight of one eye and use of one limb;
 or
- (b) the Life Insured, where wholly engaged in full-time unpaid domestic duties in His or Her own residence:
  - has been unable to perform normal domestic duties, leave home unaided and engage in any employment for an uninterrupted period of at least six consecutive months solely as a result of Injury or Sickness; and
  - is attending a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the Injury or Sickness; and
  - at the end of the period of six months, after consideration of all the medical evidence and such other evidence as We may require, has become in Our opinion incapacitated to such an extent as to render the Life Insured likely to require indefinite medical care and unable ever to perform normal domestic duties, leave home unaided and engage in any form of employment;
 or
- (c) the Life Insured has suffered Loss of Independence.

A Life Insured is 'Totally and Permanently Disabled (Home Duties)' if the Life Insured satisfies the definition of Total and Permanent Disablement (Home Duties).

**'TOTAL AND PERMANENT DISABLEMENT (OWN OCCUPATION)'** means that:

- (a) the Life Insured has suffered the total and irrecoverable loss of the:
  - sight of both eyes;
  - use of two limbs; or
  - sight of one eye and use of one limb;
 or
- (b) the Life Insured, where engaged in any business, profession or occupation, whether as an employee or otherwise, or where unemployed or on leave without pay for less than twelve months immediately prior to the injury or sickness causing disablement:
  - has been absent from employment solely as a result of injury or sickness for an uninterrupted period of at least three consecutive months; and
  - is attending a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the injury or sickness; and
  - at the end of the period of three months, after consideration of all the medical evidence and such other evidence as we may require, has become in our opinion incapacitated to such an extent as to render him or her unlikely ever to engage in his or her own occupation;
 or
- (c) the Life Insured has suffered Loss of Independence.

If the Life Insured was not engaged in any business, profession or occupation or was on leave without pay for more than twelve months immediately prior to the time of the injury or sickness causing disablement, then the Total and Permanent Disablement (Any Occupation) definition will apply.

The Life Insured is 'Totally and Permanently Disabled (Own Occupation)' if the Life Insured satisfies the definition of Total and Permanent Disablement (Own Occupation).

'**TOTAL DISABLEMENT (BUSINESS EXPENSES)**' means that, **solely due to Injury or Sickness**, the Life Insured is:

- unable to perform one or more duties of His or Her occupation, that is important or essential in producing income;
- under the regular care of and following the advice of a Medical Practitioner; and
- not working (whether paid or unpaid).

The Life Insured is 'Totally Disabled (Business Expenses)' if the Life Insured satisfies the definition of Total Disablement (Business Expenses).

'**TOTAL DISABLEMENT (DISABILITY INCOME)**' means that, **solely due to Injury or Sickness**, the Life Insured is:

- unable to perform one or more duties of His or Her occupation, that is important or essential in producing income; and
- under the regular care of and following the advice of a Medical Practitioner; and
- not working (whether paid or unpaid).

However, if the Life Insured has been unemployed or on maternity or paternity leave for 12 months or longer immediately preceding the occurrence of an event giving rise to a claim, then Total Disablement (Disability Income) means that, **solely due to Injury or Sickness**, the Life Insured is:

- unable to perform any occupation for which the Life Insured is reasonably suited by education, training or experience; and
- under the regular care of and following the advice of a Medical Practitioner; and
- not working (whether paid or unpaid).

If the Life Insured is on sabbatical leave it will not be considered as unemployment. Sabbatical leave must be for the purpose of research and cannot exceed 12 months or the sabbatical period specified in the Award covering the Life Insured, whichever is the shorter period.

The Life Insured is 'Totally Disabled (Disability Income)' if the Life Insured satisfies the definition of Total Disablement (Disability Income).

'**TOTAL DISABLEMENT (DISABILITY INCOME ACCIDENT ONLY)**' means that, **solely due to Accidental Injury**, the Life Insured is:

- unable to perform one or more duties of His or Her occupation, that is important or essential in producing income; and
- under the regular care of and following the advice of a Medical Practitioner; and
- not working (whether paid or unpaid).

However, if the Life Insured has been unemployed or on maternity or paternity leave for 12 months or longer immediately preceding the occurrence of an event giving rise to a claim, then Total Disablement (Disability Income Accident Only) means that, **solely due to Accidental Injury**, the Life Insured is:

- unable to perform any occupation for which the Life Insured is reasonably suited by education, training or experience; and
- under the regular care of and following the advice of a Medical Practitioner; and
- not working (whether paid or unpaid).

If the Life Insured is on sabbatical leave it will not be considered as unemployment. Sabbatical leave must be for the purpose of research and cannot exceed 12 months or the sabbatical period specified in the Award covering the Life Insured, whichever is the shorter period.

The Life Insured is 'Totally Disabled (Disability Income Accident Only)' if the Life Insured satisfies the definition of Total Disablement (Disability Income Accident Only).

'**TOTAL DISABLEMENT (DISABILITY INCOME ACCIDENT ONLY – OCCUPATION E)**' means that, **solely due to Accidental Injury**, the Life Insured is:

- unable to perform all of the duties of His or Her occupation and any other occupation;
- under the regular care of and following the advice of a Medical Practitioner; and
- not working (whether paid or unpaid).

However, if the Life Insured has been unemployed or on maternity or paternity leave for 12 months or longer immediately preceding the occurrence of an event giving rise to a claim, then Total Disablement (Disability Income Accident Only – Occupation E) means that, **solely due to Accidental Injury**, the Life Insured is:

- unable to perform any occupation;
- under the regular care of and following the advice of a Medical Practitioner; and
- not working (whether paid or unpaid).

The Life Insured is 'Totally Disabled (Disability Income Accident Only – Occupation E)' if the Life Insured satisfies the definition of Total Disablement (Disability Income Accident Only – Occupation E).

'**TOTAL DISABLEMENT (DISABILITY INCOME – OCCUPATION E)**' means that, **solely due to Injury or Sickness**, the Life Insured is:

- unable to perform all of the duties of His or Her occupation and any other occupation;
- under the regular care of and following the advice of a Medical Practitioner; and
- not working (whether paid or unpaid).

However, if the Life Insured has been unemployed or on maternity or paternity leave for 12 months or longer immediately preceding the occurrence of an event giving rise to a claim, then Total Disablement (Disability Income – Occupation E) means that, **solely due to Injury or Sickness**, the Life Insured is:

- unable to perform any occupation;
- under the regular care of and following the advice of a Medical Practitioner; and
- not working (whether paid or unpaid).

The Life Insured is 'Totally Disabled (Disability Income – Occupation E)' if the Life Insured satisfies the definition of Total Disablement (Disability Income – Occupation E).

**'TOTAL DISABLEMENT – Dual Definition'**

(Applicable to Occupation Categories AAA, AA and A only and only if the PLUS Optional benefit is selected)

- a) If the Life Insured is employed, or has been unemployed or on maternity or paternity leave for less than 12 months immediately before His or Her disablement started, We will consider the Life Insured to be totally disabled if, **solely due to Injury or Sickness**, the Life Insured is:
- unable to perform the important income producing duties of His or Her usual occupation for more than 10 hours per week; and
  - not working more than 10 hours per week in His or Her usual occupation or any gainful occupation, and
  - under the regular care of and following the advice of a Medical Practitioner.

However, if the Life Insured has been unemployed or on maternity or paternity leave for more than 12 months immediately before His or Her disablement started, We will consider the Life Insured to be totally disabled if, **solely due to Injury or Sickness**, the Life Insured is:

- unable to perform the important income producing duties of any occupation for which He or She is are reasonably suited by education, training or experience for more than 10 hours per week; and
- not working more than 10 hours per week in any gainful occupation, and
- under the regular care of and following the advice of a Medical Practitioner.

Working hours for this benefit will equate to 25 hours per week.

Or,

- b) We will consider the Life Insured to be totally disabled if, **solely due to Injury or Sickness**, the Life Insured is:
- unable to perform one or more duties of His or Her usual occupation, that is important or essential in producing income; and
  - under the regular care of and following the advice of a Medical Practitioner; and
  - not working (whether paid or unpaid).

However if the Life Insured has been unemployed or on maternity or paternity leave for 12 months or longer immediately preceding the occurrence of an event giving rise to a claim, then Total Disablement (Disability Income) means that **solely due to Injury or Sickness**, the Life Insured is:

- unable to perform any occupation for which He or She is reasonably suited by education, training or experience; and
- under the regular care of and following the advice of a Medical Practitioner; and
- not working (whether paid or unpaid).

If the Life Insured is on sabbatical leave it will not be considered as unemployment. Sabbatical leave must be for the purpose of research and cannot exceed 12 months or the sabbatical period specified in the Award covering the Life Insured, whichever is the shorter period.

Note: This Total Disablement – Dual Definition will be applicable to the Business Expenses benefit under the Disability Income Plan and it will apply to occupation categories AAA, AA and A only and only if the PLUS Optional benefit is selected.

**'VIRAL ENCEPHALITIS'** means the diagnosis of the Life Insured with encephalitis due to direct viral infection of the central nervous system. The encephalitis must produce neurological deficit causing permanent and significant functional impairment certified by a consultant neurologist. 'Significant' shall mean at least a 25% impairment of whole person function as defined in *Guides to the Evaluation of Permanent Impairment 5th edition*, American Medical Association. Encephalitis in the presence of HIV infection is excluded.

**'WAITING PERIOD'** is stated on the Policy Schedule and means the number of days at the beginning of a period of disablement (applicable to occupational categories AAA, AA and A only) or total disablement, during which no total or partial disablement benefit is payable.

The Waiting Period begins on the earlier to occur of the date:

- the Life Insured first consults a Medical Practitioner about the condition that is causing the disablement; and
- the Life Insured first ceases work due to the condition that is causing the disablement as long as it is not more than seven days before the Life Insured first consults a Medical Practitioner about the condition and provides reasonable medical evidence about when the disablement began.

If during the Waiting Period the Life Insured returns to work for

- 5 consecutive days or a shorter period for Waiting Period of 14 or 30 days, or
- 10 consecutive days or a shorter period for Waiting Period of 60, 90 days, 1 year or 2 years,

then the Waiting Period will not recommence but will be extended by the number of days worked.

If the Life Insured returns to work for a longer period, the Waiting Period will restart from the day after the last day worked, provided a Medical Practitioner confirms that the Life Insured is totally disabled.

DATE OF TRANSFER				
SIGNATURE OF TRANSFEROR (Current Policy Owner)				
WITNESS				
TRANSFeree'S FULL NAME (New Policy Owner)				
TRANSFeree'S ADDRESS (New Policy Owner)				
TRANSFeree'S OCCUPATION (New Policy Owner)				
SIGNATURE OF TRANSFeree (New Policy Owner)				
WITNESS				
DATE OF REGISTRATION OF TRANSFER BY COMPANY				
SIGNATURE OF PRINCIPAL OFFICER OF COMPANY OR AUTHORISED PERSON				

## About AIA Australia

AIA Australia has been operating in Australia for over 30 years. AIA Australia is a subsidiary of American International Assurance Company, Ltd (AIA Group) and a specialist provider of risk management products aimed at protecting the financial health and welfare of Australians.

## About the AIA Group

The AIA Group is a leading pan-Asian life insurance organisation with a unique heritage of serving the world's most dynamic region for 90 years. It provides consumers and businesses with products and services for life insurance, retirement planning, accident and health insurance as well as wealth management solutions. Through an extensive network of 250,000 agents and 20,000 employees across 14 geographical markets, the AIA Group serves over 20 million customers in the region.

The AIA Group has branch offices, subsidiaries and affiliates located in jurisdictions including Australia, Brunei, China, Hong Kong, India, Indonesia, Macau, Malaysia, New Zealand, Singapore, South Korea, Taiwan, Thailand and Vietnam. Subject to regulatory approvals, AIG intends to incorporate the Philam Group of Companies, based in the Philippines into the AIA Group.

## Contact

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