Your upgrade/

This upgrade is applicable from 17 May 2010.

The upgrade is applicable to Term, Trauma and Total and Permanent Disability insurance products from the:

Australian Casualty and Life (AC&L) Living Security Program (on sale from 1 October 1995 to 25 July 2005), and

AXA Risk Protection	Package (o	n sale	from	28	October	1994
to 25 July 2005).						

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The issuer of all non-superannuation plans is The National Mutual Life Association of Australasia Limited ABN 72 004 020 437 AFS Licence No. 234649 Member of the Global AXA Group
The issuer of the Life Insurance Superannuation Plan and the Superannuation Life Protection Plan is
N.M. Superannuation Pty Ltd ABN 31 008 428 322 AFS Licence No 234654 Member of the Global AXA Group,
Trustee of the Super Directions Fund ABN 78 421 957 449 and the National Mutual Retirement Fund ABN 76 746 741 299





1 Your upgrade

When we upgrade or improve the features of our product range, we have the option of passing those changes onto existing plan holders. These improvements are automatic – there is nothing you need to do.

If you currently have a Term (life insurance), Trauma or Total and Permanent Disability (TPD) insurance*, the changes outlined in this document will be applicable to your respective benefit(s).

These upgrades provide improvements to your plan including additional benefits and improved definitions. You will still retain your existing terms and conditions, and continue to pay the premium rates for your existing plan. Any upgrades and/ or changes to your plan definitions will always be reviewed at claim time to ensure you are assessed using the definitions which benefit you the most. This means that should a definition or benefit from your original plan be more beneficial to you, you will still be eligible to claim under your original plan definitions.

What do I need to do?

While you do not need to do anything to receive these changes to your plan, we do recommend that you read the information included in this document, so that you understand the new features of your plan, and also file this information with your plan document.

Who do I call if I have any questions?

If you have any questions about the changes to your plan, please call your financial adviser or call our Customer Service Centre on 132 987, we will be happy to help you.

Overview of the changes to your plan

From 17 May 2010 we have provided your existing plan with a substantial range of new and updated benefits from our current on sale insurance product range. For each term, trauma and TPD plan or option you currently have that is being upgraded, you will receive all the upgraded benefits and definitions listed in the appropriate sections of this upgrade booklet, even if you your current policy does not include those benefits or definitions.

All upgraded insurance plans and options will benefit from:

- the removal of Consumer Price Index (CPI) caps
- enhanced CPI definitions
- 24 Hour Worldwide Cover
- new Accommodation Benefit^{†‡}
- new Financial Plan Benefit^{†‡}
- Upgrade of benefits.

Term insurance plans‡ will also benefit from:

- updated terminal illness definitions
- new advancement of funeral expenses benefit[†].

Trauma insurance plans and options will also benefit from:

- updated trauma insurance definitions
- new trauma definitions including:
 - · Adult Insulin Dependent Diabetes
 - · Heart Attack (Other)
 - · Triple Vessel Angioplasty
- partial payments for less severe levels of impairment.

TPD insurance plans and options will also benefit from:

- updated disability definitions
- Partial TPD definition
- new day one TPD definition.

Please note that where we refer to 'you' or 'your' we are referring to the person who is insured as detailed in the Schedule for the plan.

Some words in this document have a particular meaning. These 'defined terms' are shown in **bold italics** and their meaning is explained in the definitions section on page 13.

 $^{^{\}rm t}$ This upgrade is available for Term, Trauma and TPD insurance products from the:

Australian Casualty and Life (AC&L) Living Security Program (on sale from 1 October 1995 to 25 July 2005), and

AXA Risk Protection Package (on sale from 28 October 1994 to 25 July 2005)

[†] Not applicable to superannuation policies

[‡] Not applicable to Accidental Death benefits

2 General Terms and Conditions

Consumer Price Index (CPI)

Removal of the CPI cap

CPI caps are the sum insured amount that a plan can automatically increase to over its lifetime when annual CPI increases are applied to the plan. All CPI caps for term, trauma and TPD have now been removed.

CPI increase percentages

Each year on the renewal date, we will increase the Benefit of your plan by 5 per cent or the increase in the CPI, whichever is the greater.

Your premium will increase as a result of this increase in benefit. You may decline the benefit increase for any particular year or for all years by writing to us. The increase to your benefit only applies to a claim you make under the plan that happens after the date of the increase.

We will not increase your Benefit:

- after your 65th birthday, or
- where a loading exceeding 100 per cent is applied to your premium, or
- for superannuation policies, if your employer is contributing towards premium payments.

The CPI information we use

The increase we make to the Benefit will normally be based on the Australian National All Groups CPI weighted average of eight capital cities combined. We use the last published Index for the 12 months ending 30 September each year. Any increase will be applied on the next Renewal date on or after 1 January of the following year. However, we may use the CPI Index published for a more recent 12 month period and/or another index or rate which we believe more fairly and accurately reflects changes in the cost of living.

Where your plan has been established by the exercise under another plan of a Life Buy Back TPD option, Life Buy Back trauma option or trauma reinstatement option, then CPI increases will not be available

No options attached to the plan will receive CPI based increases except TPD and trauma where purchased as an option.

24 Hour Worldwide Cover

We will cover you 24 hours a day and if you travel overseas, subject to the terms and conditions of the plan.

Accommodation Benefit*

If we pay you a full Benefit, and a **medical practitioner** certifies that you must remain confined to bed due to the reason for which we paid the Benefit, and:

 you are more than 100km from your home, or need to travel to a place that is more than 100km from your home for medical treatment, and an *immediate family member* is required to stay with you, or an immediate family member is required to stay with you and must travel more than 100km from his or her home to do so

we will pay you for the accommodation costs of your *immediate* family member.

We will pay up to a maximum of \$150 per day for each day that you remain confined to bed and your *immediate family member* remains away from his or her home, for a maximum of 14 days.

This benefit must be claimed within six weeks of the Benefit being paid. We must receive evidence of your confinement to bed and payment of the accommodation costs which is acceptable to AXA.

We will only pay the Accommodation Benefit once under all plans or options held with us under which you are covered.

The payment of the Accommodation Benefit will not reduce any other Benefit payable under the plan.

Financial Plan Benefit*

If we pay you, the nominated beneficiaries or your estate 100 per cent of the Benefit payable under this plan, and you, the nominated beneficiaries or your estate obtain a financial plan from a licensed financial adviser within 6 months of us paying the Benefit, we will pay to the licensed financial adviser the lower of \$2,000 or the actual cost incurred by you, the nominated beneficiaries or your estate in obtaining the financial plan.

We will only pay the Financial Plan Benefit once under all plans or options held with us under which you are covered. The payment of the Financial Plan Benefit will not reduce any other Benefit payable under the plan.

Upgrade of benefits

If we make any future improvements to your plan, without any increase in our standard premium rates, we may choose to pass these changes on to you without you having to provide us with any medical evidence or evidence regarding your occupation, pastimes or place of residence.

If you are suffering a pre-existing condition at the time the improvement is provided, the improvement will not apply when assessing any claim affected by that pre-existing condition.

^{*} Not applicable to superannuation policies or Accidental Death benefits

3 Term Insurance*

Life Insurance Benefit

If you die, we will pay:

- you, the nominated beneficiaries or your estate[†]
- the Trustee[‡]

the Life Benefit.

This amount is paid once only as a lump sum.

We will not pay a Life Benefit or increase in the Life Benefit if you commit suicide within 13 months of:

- the Commencement date of the plan
- the date the plan was restored, or
- the date of any increase, in which case we will only pay the amount of the Benefit in place prior to the increase (not including any CPI increases).

Terminal Illness Benefit

If you have a **terminal illness**, you may ask us to pay the Life Benefit immediately. This amount is paid once only as a lump sum.

For superannuation policies:

- two registered medical practitioners are required to certify a terminal illness medical condition, one of whom must be a specialist practicing in the area related to the illness or injury.
- the Life Benefit will be paid to the Trustee. In certain circumstances a benefit may not be permitted to be released from the Fund, unless you satisfy a terminal medical condition of release, as defined under superannuation legislation.

Advancement of Funeral Expenses Benefit[†]

This benefit will provide a payment of up to \$20,000 for funeral expenses on receipt of the death certificate, or other proof of death acceptable to AXA.

If we pay you this benefit, then the Life Benefit will be reduced by the amount paid.

This benefit is not payable if the death is due to suicide within the first 13 months from the commencement or reinstatement of cover.

Any payment of this benefit is not an admission of liability to pay the full Life Benefit. Please note that nominating a beneficiary may enhance the timeliness with which this benefit can be paid.

Business Solutions Option – Life

Under this option, you can apply for an increase in the Life Benefit under the plan (up to an annual limit of \$2 million), once every year, up to a total sum insured of \$15 million, inclusive of the total of the sums insured under any plans held by us or another insurer, which provide cover for life. Except for the following circumstances set out, you will not have to provide us with health evidence when you apply for the increases.

The following conditions apply:

- the plan Benefit will not be increased by the CPI under any plans or options covered by this option
- the maximum increase to the plan Benefit allowed through this option is the amount shown in the Schedule
- any increase you apply for must meet our minimum and maximum sum insured increase requirements
- you cannot increase the plan Benefit to an amount which exceeds the value of the business, value of you to the business or the value of the relevant loan at the time of the increase, and
- if the original plan Benefit was less than 100 per cent of the value of the business, the value of you to the business or the value of the relevant loan at that time, then the plan Benefit can only be increased under this option to an equivalent percentage of the value of the business, the value of you to the business or the value of the relevant loan at the time of the Application to increase the plan Benefit.

CPI increases do not apply to the Benefit amount of this option.

To apply for an increase

You must complete and forward to us the current Application form. Your adviser will be able to assist you in completing this form. You are required to provide details of your occupation, pastimes, residence and any other insurance.

You must provide us with financial and supporting evidence to our satisfaction. The person providing the evidence required by us cannot be you or a family member, business partner, employee or employer of you.

When health evidence is required when applying for an increase

You will need to provide evidence about your health when you apply for an increase in the plan Benefit where:

- the proportion of the business owned by you increases by more than 10 per cent, unless we agree otherwise, or
- your Application for an increase is greater than 25 per cent of the original option sum insured (unless the increase amount is less than \$300,000), or
- you have received, are receiving or eligible to receive any benefit under a plan held by us or another company.

When the option ends

- you have made, or are entitled to make, a claim under the plan this option is attached to, or
- the sum insured has increased to the maximum amount permitted under this option, or
- the original reason for cover no longer exists, or
- the start of any period for which you have not paid premiums for the plan this option is attached to.

^{*} Not applicable to Accidental Death benefits

[†] Not applicable to superannuation policies

Only applicable to superannuation policies

4 Trauma Insurance*

Trauma Benefit

If you suffer a *trauma event*, we will pay you a benefit. The *trauma event* (except Loss of Capacity for Independent Living) must have occurred before the first Renewal date after you turn 70.

You may be covered for Loss of Capacity for Independent Living which occurred before you turn 99.

Where the *trauma event* definition refers to a diagnosis, the diagnosis must be based on clinical, radiological, histological and laboratory evidence which is acceptable to us. A suitable *medical practitioner* must make the diagnosis.

Where the *trauma event* definition refers to a 25 per cent impairment of whole body function, we will place reliance on the latest published edition of the American Medical Association (AMA) Guides to the Evaluation of Permanent Impairment. Assessment must be carried out by a *medical practitioner* accredited in the evaluation of permanent impairment.

In the case of all *trauma events*, except those listed below in 'Partial payment trauma events', we will pay you the trauma Benefit. The maximum we will pay under this plan is 100 per cent of the trauma Benefit as it appears in the Schedule.

We will pay you the Benefit as soon as possible after we are satisfied that a *trauma event* has occurred. The date the *trauma event* occurs is the date medical evidence, acceptable to us, shows it to have occurred.

We will not pay a benefit if your trauma event was caused directly or indirectly by you on purpose.

Where trauma is held as a plan, we will not pay you if you die within 14 days from the date that you suffered the medical condition, injury or sickness which directly or indirectly caused your trauma event.

For the trauma events listed below as subject to a qualifying period for increases, should you increase the Benefit of this option, we will not pay you the amount of that increase if the trauma event occurs within 90 days of any increase in the Benefit, with the exception of CPI increases.

Partial payment trauma events

In the event that a payment is made under any of the below partial payment trauma events, your plan will not end, however, the trauma Benefit of your plan will be reduced by the amount we pay you.

Adult Insulin Dependent Diabetes

In the case of Adult Insulin Dependent Diabetes, we will pay you the lowest of:

- 10 per cent of the Benefit, or
- **\$25,000.**

* The cease age of your current trauma insurance will not change. Any reference to an age after your current cease age is not applicable

Angioplasty

We will only pay you for Angioplasty if the Benefit is \$100,000 or more. We will pay you a benefit for Angioplasty on more than one occasion, provided that the procedures occur at least six months apart.

In the case of Angioplasty we will pay you the lowest of:

- 10 per cent of the Benefit, or
- **\$100,000.**

Blindness Early Payment

In the case of Blindness Early Payment, we will pay you the lowest of:

- 10 per cent of the Benefit, or
- **\$25.000.**

Heart Attack (Other) Early Payment

In the case of a Heart Attack (Other) Early Payment, we will pay you the lowest of:

- 20 per cent of the Benefit, or
- **\$100,000.**

Medical Condition Requiring Life Support

In the case of a Medical Condition Requiring Life Support, we will pay you the lowest of:

- 10 per cent of the Benefit, or
- **\$25,000.**

Multiple Sclerosis Early Payment

In the case of Multiple Sclerosis Early Payment we will pay you the lowest of:

- 25 per cent of the Benefit, or
- **\$100,000.**

Muscular Dystrophy Early Payment

In the case of Muscular Dystrophy Early Payment we will pay you the lowest of:

- 25 per cent of the Benefit, or
- **\$100,000.**

Severe Burns Early Payment

In the case of Severe Burns Early Payment, we will pay you the lowest of:

- 10 per cent of the Benefit, or
- **\$25.000.**

Trauma medical conditions

Adult Insulin Dependent Diabetes†

Adult insulin dependent diabetes means the diagnosis of type 1 insulin dependent diabetes mellitus (IDDM) by an appropriate consultant specialist after your 30th birthday.

Alzheimer's Disease and other Dementias

Alzheimer's disease and other dementias means an unequivocal diagnosis of dementia including Alzheimer's disease by a Consultant Neurologist where there is permanent

[†] Qualifying period applies on any increase, excluding CPI

irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified. Significant cognitive impairment is defined as a deterioration or loss of intellectual capacity as measured by clinical evidence and standardised testing, and which results in a requirement for continual supervision to protect the insured or others.

Angioplasty

The treatment of a coronary artery obstruction by balloon angioplasty, other catheter-based techniques, or endoscopic surgery, where at least one of the following criteria have been met:

- the obstruction is giving rise to impairment of ventricular function, or
- the obstruction is giving rise to disabling symptoms, or
- the obstruction is associated with unstable angina pectoris or myocardial infarction.

Aplastic Anaemia

Aplastic anaemia means permanent bone marrow failure which results in anaemia, neutropaenia and thrombocytopaenia requiring treatment, with at least one of the following:

- · blood product transfusions, or
- marrow stimulating agents, or
- bone marrow transplantation, or
- immunosuppressive agents.

Benign Brain Tumour

A non-cancerous tumour in the brain that gives rise to characteristic symptoms of increased intracranial pressure such as papilledema, mental symptoms, seizures and sensory impairment. The tumour must result in neurological deficit, resulting in:

- at least 25 per cent permanent impairment of whole body function, or
- you being totally and permanently unable to perform at least one of the activities of daily living.
- The presence of the underlying tumour must be confirmed by imaging studies such as Computerised Tomography (CT) scan or Magnetic Resonance Imaging (MRI). The following are excluded:
 - · cysts
 - granulomas
 - malformations in or of the arteries or veins of the brain
 - haematomas, and
 - tumours in the pituitary gland or spine.

Blindness

Blindness means the permanent loss of sight in both eyes as a result of disease, illness or injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that visual field is reduced to 20 degrees or less of arc irrespective of corrected visual acuity.

Blindness Early Payment

We will make a partial payment, once only, if sight is permanently lost in one eye as a result of disease, illness or injury to the extent that visual acuity is 6/60 or less in one eye, or to the extent that the visual field is reduced to 20 degrees or less of arc irrespective of corrected visual acuity.

Cancer*

Cancer means the occurrence of an invasive malignant tumour that is confirmed by pathology tests and characterised by the uncontrolled spread of malignant cells and the invasion and destruction of normal tissue. The term cancer also refers to leukaemia, lymphoma and Hodgkin's disease unless excluded below.

The following are excluded:

- tumours classified as carcinoma in situ unless requiring surgery that results in the removal of the entire breast
- malignant melanomas which are both less than Clark Level 3 and less than 1.5mm thickness as determined by histological examination
- prostate tumours classified as T1 (all categories) under the TNM classification system and/or of an equivalent or lower classification
- other skin cancers unless there has been evidence of metastases
- lymphocytic leukaemia less than Rai stage I
- tumours that occur within the 90 day qualifying period, and
- tumours that recur outside the 90 day qualifying period unless the recurrence can be shown to be unrelated.

Cardiac Arrest

Cardiac arrest that is the sudden breakdown of the heart's pumping function where it:

- is due to asystole or ventricular fibrillation
- is not associated with any clinical procedure
- is documented by electrocardiographic (ECG) changes, and
- occurs outside a hospital or other medical facility.

Cardiomyopathy

Cardiomyopathy means impairment of the ventricular function of variable aetiology resulting in significant and irreversible physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

Chronic Kidney Failure

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

Chronic Liver Disease

Chronic Liver Disease means end stage liver failure resulting in:

- permanent jaundice, and
- ascites or encephalopathy.

Coma

Coma means the failure of cerebral function as shown by total unarousable unresponsiveness to all external stimuli persisting continuously with the use of a life support system for a period of at least three days. Coma directly resulting from alcohol or drug abuse is excluded.

^{*} Qualifying period applies on any increase, excluding CPI

Coronary Artery Bypass Surgery*

Coronary artery bypass surgery means coronary artery bypass grafting surgery, which is considered medically necessary to treat coronary artery disease but does not include:

- angioplasty, or
- intra-arterial procedures, or
- laser techniques, or
- other non-surgical techniques.

Deafness

The total, irreversible and irreparable loss of hearing, both natural and assisted, in both ears as a result of disease, sickness or injury.

Diplegia

The total and permanent loss of the use of both sides of the body due to injury or sickness.

Encephalitis

Encephalitis means the severe inflammation of brain substance that results in significant and permanent neurological sequelae:

- with at least 25 per cent impairment of whole body function, or
- you are totally and permanently unable to perform at least one of the activities of daily living.

Encephalitis as a result of HIV infection is excluded.

Heart Attack*

Heart attack means the death of an area of heart muscle due to lack of adequate blood supply where:

- there are diagnostic changes in relevant cardiac enzymes or biomarkers in the days following the heart attack, and
- there are typical new ischaemic changes in the electrocardiograph (ECG): new ST-T changes or new left bundle branch block (LBBB).

If the above criteria are not met, we will pay a claim based on satisfactory evidence that you have unequivocally been diagnosed as having suffered a heart attack resulting in:

- a permanent reduction in the Left Ventricular Ejection Fraction to less than 50 per cent measured in the three months or more after the event, or
- new pathological Q waves.

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

Heart Attack (Other) Early Payment

Heart attack (other) means the death of an area of heart muscle due to a lack of adequate blood supply where, together with symptoms of ischaemia there are diagnostic changes in relevant cardiac enzymes or biomarkers in the days following the heart attack.

A heart attack (other) must be confirmed by diagnostic changes in relevant cardiac enzymes or biomarkers and there will be no need for typical new ischaemic changes (new ST-T) or new left bundle branch block (LBBB) in the electrocardiograph (ECG).

Excluded:

- non heart attack related causes of elevated cardiac enzymes or biomarkers, and
- other acute coronary syndromes including, but not limited to, angina pectoris.

Heart Valve Surgery

The undergoing of heart surgery to replace or repair a heart valve as a consequence of a heart valve defect. Angioplasty, intra-arterial procedures and other non-surgical techniques are excluded.

Hemiplegia

Hemiplegia means the total and permanent loss of the use of one side of the body due to injury or sickness.

Loss of Capacity for Independent Living

Loss of capacity for independent living means that as a result of an injury or sickness, you are permanently unable to perform at least two of the *activities of daily living* without assistance.

Loss of Limbs

The total and permanent loss of:

- the use of both hands, or
- the use of both feet, or
- the use of one hand and one foot.

Loss of Limbs and Sight

The total and permanent loss of:

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

Loss of Speech

Total and permanent loss of the ability to produce intelligible speech as a result of permanent damage to the larynx or its nerve supply from the speech centres of the brain, whether caused by injury, tumour or sickness.

Lung Disease

Chronic lung disease requiring permanent supplementary oxygen. For the purposes of this definition, the criteria for requiring supplementary oxygen will be an arterial blood oxygen partial pressure of 55mmol/L or less, whilst breathing room air.

Major Head Injury

Major head injury means cerebral injury caused by external trauma which results in permanent neurological deficit and causes at least 25 per cent impairment of whole body function.

Major Organ Transplant*

Major organ transplant means:

- the receipt of a transplant of human bone marrow or whole human organs, or
- upon specialist medical advice and proof of being placed on an official Australian acute care hospital waiting list, approved by us, to undergo necessary organ transplant, or
- undergoing permanent mechanical replacement,

^{*} Qualifying period applies on any increase, excluding CPI

for one or more of the following human organs: heart, lung, liver, kidney, pancreas or small bowel.

Medical Condition Requiring Life Support

The occurrence of a medical condition that causes the need for continuous mechanical ventilation via tracheal intubation 24 hours per day for 10 consecutive days in an authorised intensive care unit of an acute care hospital.

Excluded:

 any medical condition resulting from alcohol or drug intake, or other self inflicted means.

Medically Acquired HIV infection

Medically acquired HIV is the accidental infection with the Human Immunodeficiency Virus (HIV) after the start of your plan, which in our opinion arose from one of the following medically necessary events which must have occurred to you while in Australia by a recognised and registered health professional:

- · a blood transfusion, or
- transfusion with blood products, or
- organ transplant to you, or
- assisted reproductive techniques, or
- a medical procedure or operation performed by a doctor.

Notification and proof of the incident will be required via a statement from the appropriate Statutory Health Authority that the infection is medically acquired. HIV infection transmitted by any other means including sexual activity or recreational intravenous drug use is specifically excluded.

This benefit will not apply in the event that any medical cure is found for AIDS or the effects of the HIV virus or a medical treatment is developed that results in the prevention of the occurrence of AIDS. 'Cure' means any treatment which renders the HIV inactive or non infectious.

All testing must be conducted by an Australian Government approved specialist pathology laboratories. If required by us, we must be given access to all blood and body fluid samples tested and we must be allowed to independently test them. We may require that blood and body fluid collection and diagnostic testing be repeated. All evidence provided must be acceptable to us.

Motor Neurone Disease

Motor Neurone disease means unequivocal diagnosis of Motor Neurone disease by a Consultant Neurologist and confirmed by neurological investigations.

Multiple Sclerosis

Multiple Sclerosis means unequivocal diagnosis of Multiple Sclerosis by a Consultant Neurologist where there has been more than one episode of well defined neurological deficit with persisting neurological abnormalities and with at least a 25 per cent impairment of whole body function that is permanent.

Multiple Sclerosis Early Payment

We will make an early payment, once only, upon unequivocal diagnosis of *Multiple Sclerosis* by a Consultant Neurologist without requiring you to have at least a 25 per cent impairment of whole body function that is permanent.

Muscular Dystrophy

Muscular Dystrophy means unequivocal diagnosis of Muscular Dystrophy by a Consultant Neurologist where there is associated neurological deficit with at least a 25 per cent impairment of whole body function that is permanent.

Muscular Dystrophy Early Payment

We will make an early payment, once only, upon unequivocal diagnosis of *Muscular Dystrophy* by a Consultant Neurologist without requiring you to have at least a 25 per cent impairment of whole body function that is permanent.

Occupationally Acquired HIV Infection

Infection with the Human Immunodeficiency Virus (HIV) which resulted from an accident occurring whilst you were carrying out the normal duties of your usual occupation. No payment will be made unless all the following are proven to our satisfaction:

- proof of the accident giving rise to the infection
- proof that the accident involved a definite source of the HIV infection, and
- proof of sero-conversion from HIV negative to HIV positive occurring during the 180 days after the documented accident.

All testing must be conducted by an Australian Government approved specialist pathology laboratories. If required by us, we must be given access to all blood and body fluid samples tested and we must be allowed to independently test them. We may require that blood and body fluid collection and diagnostic testing be repeated. All evidence provided must be acceptable to us.

HIV infection resulting from any other means including sexual activity and the use of intravenous drugs is excluded.

This benefit will not apply in the event that any medical cure is found for AIDS or the effects of the HIV virus or a medical treatment is developed that results in the prevention of the occurrence of AIDS. 'Cure' means any treatment which renders the HIV inactive or non infectious.

Paraplegia

The total and permanent loss of the use of the lower limbs due to spinal cord injury or disease.

Parkinson's Disease

Parkinson's disease means an unequivocal diagnosis of Parkinson's disease by a Consultant Neurologist and the condition must be unable to be controlled with medication and must show signs of progressive incapacity with at least a 25 per cent impairment of whole body function.

Pneumonectomy

The excision of an entire lung when deemed medically necessary by an appropriate specialist and supported by our medical advisers.

Primary Pulmonary Hypertension

Primary pulmonary hypertension means primary pulmonary hypertension with right ventricular enlargement established by investigations including cardiac catheterisation.

Quadriplegia

The total and permanent loss of the use of the upper and lower limbs due to spinal cord injury or disease.

Severe Burns

Severe burns means third degree burns to 20 per cent or more of the body surface, or to the whole of the face or the whole of both hands requiring surgical debridement and/or grafting.

Severe Burns Early Payment

We will make a partial payment, once only, as a result of third degree burns to:

- 100 per cent of one foot or one hand, or
- 50 per cent of two feet or two hands

requiring surgical debridement and/or grafting.

Stroke*

Stroke means the damage of brain tissue as a result of a cerebrovascular incident caused by haemorrhage, embolism, or thrombosis, associated with the sudden onset of objective neurological deficit.

The incident must be demonstrated by Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques approved by us. Excluded:

- transient ischaemic attack
- cerebral symptoms associated with reversible neurological deficit
- cerebrovascular disorder of the eye or optic nerve
- symptoms due to migraine or headache, and
- brain tissue damage caused by head injury.

Surgery of the Aorta

Surgery of the aorta means surgery performed 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.

Triple Vessel Angioplasty

Triple vessel angioplasty means the actual undergoing for the first time of coronary artery angioplasty to correct a narrowing or blockage of three or more coronary arteries within the same procedure. Angiographic evidence, of obstruction of three or more coronary arteries, is required to confirm the need for this procedure.

Subacute Sclerosing Panencephalitis*†

The certain diagnosis of subacute sclerosing panencephalitis.

Viral Encephalitis*†

Viral encephalitis means the severe inflammation of brain substance that results in significant and permanent neurological sequelae, with at least 25 per cent impairment of whole body function. Viral encephalitis as a result of HIV infection is excluded.

- * Qualifying period applies on any increase, excluding CPI
- † Only applicable to Children's Trauma

Children's Trauma Option

Some of the trauma definitions listed below may not be covered under your current children's trauma option. As part of this upgrade, the nominated child will now be covered under all of the following definitions.

If the nominated child suffers one of the *trauma events*, listed below, we will pay you the Children's Trauma Benefit. The trauma event must have occurred before the earlier of:

- the nominated child's twenty-first birthday, and
- the first Renewal date after you turn 65.

This option will also end for each nominated child as soon as:

- the nominated child turns 21, or
- · you or the nominated child dies, or
- we pay you the full benefit under this option because the nominated child suffers a trauma event, or
- the cover is continued for the nominated child under a new trauma plan.

You can continue your nominated child's trauma cover, if he or she is between the ages of 16 and 21, by purchasing a new trauma plan without the need to provide us with any health evidence.

Where the *trauma event* definition refers to a diagnosis, the diagnosis must be based on clinical, radiological, histological and laboratory evidence which is acceptable to us. A suitable *medical practitioner* must make the diagnosis.

Where the trauma event definition refers to a 25 per cent impairment of whole body function, we will place reliance on the latest published edition of American Medical Association (AMA) Guides to the Evaluation of Permanent Impairment. Assessment must be carried out by a *medical practitioner* accredited in the evaluation of permanent impairment.

The maximum we will pay under this option for each nominated child is 100 per cent of the Children's Trauma Benefit as it appears in the Schedule. CPI increases do not apply to the Benefit amount of this option.

We will pay you the Benefit as soon as possible after we are satisfied that a trauma event has occurred. The date the trauma event occurs is the date medical evidence, acceptable to us, shows it to have occurred.

We will not pay a benefit if:

- the nominated child's trauma event is attributable to or consequential upon intentional self-injury, or
- the nominated child's trauma event was caused directly or indirectly by you performing an act or omission with the intention or likely outcome of causing harm to the nominated child.

For the trauma events listed below as subject to a qualifying period for increases, should you increase the Benefit of this option, we will not pay you the amount of that increase if the trauma event occurs within 90 days of any increase in the Benefit.

Covered trauma events for a nominated child

A nominated child is covered for the following trauma events:

- Alzheimer's Disease and other Dementias
- Aplastic Anaemia[‡]
- ‡ Qualifying period applies on any increase

- Benign Brain Tumour
- Blindness*
- Cancer*†
- Cardiac Arrest
- Cardiomyopathy
- Chronic Kidney Failure
- Chronic Liver Disease
- Coma
- Coronary Artery Bypass Surgery[†]
- Deafness
- Diplegia
- Encephalitis
- Heart Attack[†]
- Heart Valve Surgery
- Hemiplegia
- Loss of Limbs
- Loss of Limbs and Sight
- Loss of Speech
- Lung Disease
- Major Head Injury
- Major Organ Transplant[†]
- Medically Acquired HIV Infection
- Motor Neurone Disease
- Multiple Sclerosis*
- Muscular Dystrophy*
- Occupationally Acquired HIV Infection
- Paraplegia
- Parkinson's Disease
- Pneumonectomy
- Primary Pulmonary Hypertension
- Quadriplegia
- Severe Burns*
- Stroke[†]
- Subacute Sclerosing Panencephalitis†
- Surgery of the Aorta
- Triple Vessel Angioplasty
- Viral Encephalitis[†].

Business Solutions Option - Trauma

Under this option, you can apply for an increase in the trauma Benefit under your plan, once every year, up to a total sum insured of \$2 million, inclusive of the total of the sums insured under any plans or options held by us or another insurer, which provide cover for trauma. Except for the circumstances set out below, you will not have to provide us with health evidence when you apply for the increases.

The following conditions apply:

- the plan Benefit will not be increased by the CPI under any plans or options covered by this option
- the maximum increase to the plan Benefit allowed through this option is the amount shown in the Schedule to your plan

- any increase you apply for, must meet our minimum and maximum sum insured increase requirements
- you cannot increase the plan Benefit to an amount which exceeds the value of the business, value of you to the business or the value of the relevant loan at the time of the increase, and
- if the original plan Benefit was less than 100 per cent of the value of the business, the value of you to the business or the value of the relevant loan at that time, then the plan Benefit can only be increased under this option to an equivalent percentage of the value of the business, the value of you to the business or the value of the relevant loan at the time of the Application to increase the plan Benefit.

CPI increases do not apply to the Benefit amount of this option.

To apply for an increase

You must complete and forward to us the current Application form. Your adviser will be able to assist you in completing this form. You are required to provide details of your occupation, pastimes, residence and any other insurance.

You must provide us with financial and supporting evidence to our satisfaction. The person providing the evidence required by us cannot be you or a family member, business partner, employee or employer of you.

When health evidence is required when applying for an increase

You will need to provide evidence about your health when you apply for an increase in the plan Benefit where:

- the proportion of the business owned by you increases by more than 10 per cent, unless we agree otherwise, or
- your Application for an increase is greater than 25 per cent of the original option sum insured (unless the increase amount is less than \$300,000), or
- you have received, are receiving or eligible to receive any benefit under a plan held by us or another company.

When the option ends

- you have made, or are entitled to make, a claim under the plan with this benefit, or
- the sum insured has increased to the maximum amount permitted under this option, or
- the original reason for cover no longer exists, or
- the start of any period for which you have not paid premiums for the plan including this option.

^{*} Early payments for these trauma events are not available for Children's Trauma options

[†] Qualifying period applies on any increase

5 Total and Permanent Disability (TPD)*

TPD Benefit

If you are totally and permanently disabled, we will pay you, or in the case of a superannuation plan/option, the Trustee, the TPD benefit.

We will not pay a benefit if your total and permanent disability was caused directly or indirectly by yourself or you performing an act with the intention of causing harm to yourself.

Where TPD is held as a plan, or as an option on a trauma plan, we will not pay you if you die within eight days from the date that you suffered the medical condition, injury or sickness which was directly or indirectly caused by your total and permanent disability.

The TPD definition varies depending on the type of plan that you have as shown on your Schedule.

TPD - Any Occupation

You are totally and permanently disabled if you:

A are unlikely to work (any occupation), or

B suffer a specific loss, or

C require future care, or

D are unlikely to perform domestic work[†], or

E suffer significant cognitive impairment.

TPD – Own Occupation

You are totally and permanently disabled if you:

A are unlikely to work (own occupation), or

B suffer a specific loss, or

C require future care, or

D are unlikely to perform domestic work[†], or

E suffer significant cognitive impairment.

Activities of Daily Living (ADL) TPD

You are totally and permanently disabled if you:

C require future care, or

E suffer significant cognitive impairment.

For non-superannuation policies

The definitions A and D only apply until the first Renewal date after you turn 65, or until the plan ends, whichever occurs first.

The definitions B and C only apply until you turn 99, or until the plan ends, whichever occurs first.

The definition E only applies from the first Renewal date after you turn 65 until you turn 99 or until the plan ends, whichever occurs first.

For superannuation policies

The definition A only applies until the first Renewal date after you turn 65, or until the plan ends, whichever occurs first.

The definitions B and C apply until you turn 75, or until the plan ends, whichever occurs first.

The definition E applies from the first Renewal date after you turn 65 until you turn 75 or until the plan ends, whichever occurs first.

A are unlikely to work (any occupation)

You have been unable to follow your occupation for a continuous period of three months (the 'qualifying period') solely because of an injury or sickness, and in our opinion, based on medical or other evidence, solely as a result of that injury or sickness, you are unlikely ever to be able to follow your occupation or other occupation for which you are reasonably suited by education, training or experience, which would pay remuneration at a rate greater than 25 per cent of your income during your last 12 months of work.

Are unlikely to work (own occupation)

You are unable to follow your own occupation for a continuous period of three months (the 'qualifying period') because of an injury or sickness and in our opinion, based on medical or other evidence, because of that injury or sickness, you are unlikely ever to be able to follow your own occupation.

B suffer a specific loss

You have suffered the total and permanent loss of the use of:

- both hands, or
- both feet, or
- one hand and one foot, or
- the entire sight in both eyes, or
- one hand and the entire sight in one eye, or
- one foot and the entire sight in one eye.

C require future care

Because of an injury or sickness, you are totally and permanently unable to perform at least two of the five *activities* of *daily living* without assistance.

D are unlikely to perform domestic work[†]

You are totally unable to perform your usual unpaid domestic work for a continuous period of three months (the 'qualifying period') because of an injury or sickness and in our opinion, based on medical or other evidence, because of that injury or sickness, you are:

- unlikely ever to be able to perform all of your usual unpaid domestic work
- diagnosed by a medical practitioner as having a permanent disability
- unable to leave the home unaided
- unlikely ever to be able to engage in any occupation, and
- receiving regular medical attention from a medical practitioner.

E suffer significant cognitive impairment

You suffer a permanent deterioration of cognitive functioning as observed clinically and confirmed by standardised testing, which results in a requirement for continuous supervision and care of you by another person.

^{*} The cease age of your current TPD insurance will not change. Any reference to an age after your current cease age is not applicable

[†] Not applicable to superannuation policies

Day One TPD Benefit

If you have been diagnosed by a *medical practitioner* as suffering from one of the listed medical conditions below, we will waive the qualifying period when assessing a claim made under 'A are unlikely to work (any occupation)', 'A are unlikely to work (own occupation)' or 'D are unlikely to perform domestic work' definitions above.

The medical conditions are:

- Alzheimer's disease and other dementias
- Cardiomyopathy
- Diplegia
- Hemiplegia
- Lung disease
- Major head injury
- Motor Neurone disease
- Multiple Sclerosis
- Muscular Dystrophy
- Paraplegia
- Parkinson's disease
- Permanent blindness
- Permanent deafness
- Permanent loss of speech
- Primary Pulmonary Hypertension
- Quadriplegia
- Severe Rheumatoid Arthritis
- Tetraplegia.

Loss of the use of one hand, one foot or the entire sight in one eye Benefit*

If you suffer the total and permanent loss of the use of:

- one hand, or
- one foot, or
- the entire sight in one eye

you will receive a benefit amount. We will only pay under this benefit once.

How much will we pay?

We will pay the lower of:

- 25 per cent of the Benefit, or
- **\$500,000.**

Any payment made under this Benefit will not be considered a payment for TPD by any option or clause which is triggered by a TPD payment.

In the event that a payment is made under this Benefit, your plan will not end, however the TPD Benefit will be reduced by the amount we pay you. In addition, if the TPD is an option attached to a plan, the Benefit of the plan the option is attached to (including any benefit for trauma insurance attached to that plan, if applicable) will be reduced by the amount we pay you.

Business Solutions Option - TPD

Under this option, you can apply for an increase in the TPD Benefit under the plan, once every year, up to a total sum insured of \$3 million, inclusive of the total of the sums insured under any plans or options held by us or another insurer, which provide cover for TPD.

Except for the circumstances set out below, you will not have to provide us with health evidence when you apply for the increases.

The following conditions apply:

- the plan Benefit will not be increased by the CPI under any plans or options covered by this option
- the maximum increase to the plan Benefit allowed through this option is the amount shown in the Schedule
- any increase you apply for must meet our minimum and maximum sum insured increase requirements
- you cannot increase the plan Benefit to an amount which exceeds the value of the business, value of you to the business or the value of the relevant loan at the time of the increase, and
- if the original plan Benefit was less than 100 per cent of the value of the business, the value of you to the business or the value of the relevant loan at that time, then the plan Benefit can only be increased under this option to an equivalent percentage of the value of the business, the value of you to the business or the value of the relevant loan at the time of the Application to increase the plan Benefit.

CPI increases do not apply to the Benefit amount of this option.

To apply for an increase

You must complete and forward to us the current Application form. Your adviser will be able to assist you in completing this form. You are required to provide details of your occupation, pastimes, residence and any other insurance.

You must provide us with financial and supporting evidence to our satisfaction. The person providing the evidence required by us cannot be you or a family member, business partner, employee or employer of you.

When health evidence is required when applying for an increase

You will need to provide evidence about your health when you apply for an increase in the plan Benefit where:

- the proportion of the business owned by you increases by more than 10 per cent, unless we agree otherwise, or
- your Application for an increase is greater than 25 per cent of the original option sum insured (unless the increase amount is less than \$300,000), or
- you have received, are receiving or eligible to receive any benefit under a plan held by us or another company.

When the option ends

- you have made, or are entitled to make, a claim under the plan this option is attached to, or
- the sum insured has increased to the maximum amount permitted under this option, or
- the original reason for cover no longer exists, or
- the start of any period for which you have not paid premiums for the plan including this option.

^{*} Not applicable to superannuation policies

6 Definitions

activities of daily living are the following:

- bathing/showering
- dressing/undressing
- eating/drinking
- using the toilet to maintain personal hygiene
- getting in and out of bed, a chair or wheelchair or moving from place to place by walking, a wheelchair or with a walking aid.

business means the entity on which we based our underwriting at the time you applied for this option.

carcinoma in situ means focal new growth of malignant cells that have not yet invaded normal tissues and have been diagnosed by biopsy.

immediate family member means:

- your legal husband or wife, or
- a person living with you as your spouse on a domestic basis in good faith. He or she can be of the same sex as you, or
- your mother, father, mother-in-law or father-in-law, or
- your child.

income means:

- if you own part or all of a business or practice, income is money generated by the business or practice due to your own activity, after all expenses in earning that income have been deducted, or
- if you are employed, your income is the total package, including commissions, regular bonuses, superannuation and fringe benefits.

Income does not include investment or interest income.

medical practitioner means a registered medical practitioner who is appropriately qualified to treat you for injury or sickness. The medical practitioner cannot be you or a family member, business partner, employee or employer of yours.

terminal illness means any illness which, in our opinion, will result in your death within 12 months, regardless of any treatment that might be undertaken. Our decision will be based on medical evidence provided to us by your doctor, and any other medical evidence that we may require.

In relation to a **terminal illness** claim under a Superannuation insurance plan, two registered **medical practitioners** are required to certify a **terminal illness** medical condition, one of whom must be a specialist practicing in the area related to the illness or injury.

trauma event means one of the medical conditions defined in 'Trauma medical conditions'.

 $\it value$ means a valuation of the $\it business$ based on the same method of valuation for the $\it business$ we used when you applied for this option.

value of you to the business means either the value of the proportion of the business owned by you, or the worth (agreed to by us) of you to the business.

value of the relevant loan means the value of a loan or loans (agreed to by us).

