



## **Protection*first*** range

Policy document for

**MLC Protection – Life**

**MLC Protection – Recovery Money**

**MLC Protection – Flexible Recovery Money**

**MLC Protection – Stand Alone Recovery Money**

**2 October 2010**

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## A. General Provisions and Conditions

This section applies to all policies.

### A.1 Documents

This Policy Document is evidence of a contract of life insurance which exists between the Policyowner and us. It is an important document and should be kept in a safe place.

The Policy Schedule details the type and amount of cover and the premiums payable in the first year. Please read this Policy document and the Policy Schedule carefully.

This document is divided into separate sections detailing the conditions and definitions applying to different types of insurance cover. Some or all of these conditions may apply to this Policy. Please check the Policy Schedule to identify those conditions and definitions which are relevant to this Policy.

### A.2 Twenty eight day “cooling off” period

We want the Policyowner to be completely satisfied with the Policy. If the Policyowner is not satisfied, then return the Policy to us with a written request for cancellation within 28 days from the date of receipt and the premium will be promptly refunded in full. If the Policy is returned after 28 days we may not refund any premiums that have been paid.

If the policy is held within a superannuation fund, the repayment of any monies will be subject to relevant superannuation and taxation laws. If the monies paid in include preserved or restricted non-preserved benefits you must nominate another complying superannuation fund or rollover vehicle to which these amounts are to be rolled over.

### A.3 Commitment to upgrade policies

Should we improve the benefits under this Policy, where such improvements result in no increase in premium rates, we will automatically add these benefit improvements to the Policy.

The benefit improvements will not apply to claims:

- a) where the Sickness was diagnosed or investigated, or
- b) where the Injury occurred

prior to the effective date of the improvement.

Should a situation arise where a Policyowner is disadvantaged in any way as a result of an improvement, then the previous benefit wording will prevail.

### A.4 Duty of disclosure

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

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

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

### Effect of non-disclosure

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

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

### A.5 Complaints assistance

#### Non Superannuation

Complaints should first be attempted to be resolved through us. We have set up formal internal procedures for dealing with complaints within 45 days. Our Client Services team phone number is 1300 428 482. We may be able to solve the problem over the phone, but if not, we may request that the Policyowner put it in writing.

If the Policyowner is not satisfied with the outcome of any complaint, or the complaint is not resolved within 45 days, the Policyowner may contact the Financial Ombudsman Service (“FOS”). FOS is totally independent of us and is free to consumers. Enquiries can often be answered on the phone but complaints will need to be in writing.

FOS will investigate any complaint within its terms of reference and will help to resolve the problem.

FOS can be contacted in Melbourne toll free on 1300 780 808.

Their postal address is:

GPO Box 3  
Melbourne Victoria 3001

Quote member number: 1018

Fax: 03 9613 6399

Website: [www.fos.org.au](http://www.fos.org.au)

## A. General Provisions and Conditions continued

### Superannuation

Complaints in relation to superannuation policies should first be attempted to be resolved through the relevant superannuation fund. For policies held in the MLCS Superannuation Trust, the trustee has set up formal internal procedures for dealing with complaints within 90 days. Our Client Services team phone number is 1300 428 482. We may be able to solve the problem over the phone, but if not, we will ask you to put it in writing.

If you are not satisfied with the outcome of any complaint, or if your complaint is not resolved within 90 days, you may lodge a complaint in writing to the Superannuation Complaints Tribunal ('SCT'). The SCT is an independent body set up by the Commonwealth Government to help resolve complaints about decisions in relation to members (as opposed to decisions related to the management of the fund as a whole).

The SCT can also help you put the complaint in writing if required. A complaint can only be dealt with by the SCT after it has been dealt with by our internal process. The SCT is located in Melbourne and its contact details are:

Locked Bag 3060  
GPO Melbourne Victoria 3001  
Telephone: 1300 884 114  
Fax: 03 9613 7366  
Website: [www.sct.gov.au](http://www.sct.gov.au)

### A.6 Interpretation

Headings have been included to assist in reading the document but do not change the interpretation of the actual wording of the document. Any wording indicating the singular can also be taken to mean the plural and vice versa.

### A.7 Coverage

The Policy provides insurance cover 24 hours a day world wide.

### A.8 Special provisions

Where special provisions are shown in the Policy Schedule or are attached to this document they should be read carefully and understood because they alter the standard provisions elsewhere in this document.

### A.9 Australian currency

All benefits payable under the Policy will be paid in Australian currency.

### A.10 Surrender value

Premiums paid are used to cover the risks and expenses incurred in managing the Policy and consequently there is no surrender or cash value.

### A.11 Non participating Policy

The Policy is issued under MLC's No 1 Statutory Fund and is a non participating Policy. This means it does not participate in any surplus arising within the Statutory Fund.

### A.12 Legal interpretation

The Policy will be interpreted under and governed by the laws of the State of Victoria.

### A.13 Premium Payments

The premium is payable in advance on the Premium Due Date. (For information about Unpaid Premiums please see below.)

If the Policyowner wants to change the method or frequency of the premium payments, the Policyowner will need to contact us so that another payment method and frequency acceptable to both the Policyowner and us can be arranged.

### A.14 Unpaid Premiums

Once the Policy is in force, the Policyowner must pay the premium on or before the Premium Due Date.

If the premium has not been received by us on the Premium Due Date we have the right to cancel your Policy. We will forward you a notice in writing advising you of our right to cancel your Policy and advising you that you have 30 days in which to pay any unpaid premiums or your Policy will be cancelled.

If payment of the unpaid premiums is not received within the 30 day period referred to above, your Policy will be cancelled. If this occurs, we will issue a notice to you confirming that your Policy has been cancelled, as of the Premium Due Date, and that you are no longer insured.

If a claim arises during the 30 day period referred to above, your claim will be considered, however all unpaid premiums will be deducted from any benefit paid.

We may allow you to reinstate your Policy, without a health declaration, if payment is received within 14 days of the cancellation of this Policy. However, any requests for reinstatement made after this 14 day period must be accompanied by a health declaration and reinstatement will be at our discretion.

Premium Due Date – Is the Renewal Date as shown in 1.7 in the Policy Schedule or a date otherwise agreed to by the Policyowner and us.

## A.15 Premium calculation methods

- a) When the Policy is on the stepped premium basis the premiums will be based on your age next birthday at each Renewal Date.
- b) When the Policy is on the level premium basis the premiums will be based on your age next birthday at the Commencement Date. The premium for any subsequent increase in the Sum Insured will be based on your age next birthday at the time of the increase. The level premiums will automatically convert to stepped premiums at the Annual Renewal Date preceding your birthday as shown in section 1.4 of the Policy Schedule.
- c) Premiums are calculated having regard to any premium loadings we advise either:
  - i) on our acceptance of your application for your Policy;
  - ii) on any subsequent underwritten increase and then only in respect of the amount of the increase; or
  - iii) when the Policy was most recently reinstated.

## A.16 Premium guarantees

### Premium rates

We guarantee not to increase the underlying premium rates applying to individual policies or options but we may vary the premium rates for all policies of this product series if our Actuary decides that this is necessary.

### Frequency loadings and government charges

We may alter the frequency loadings which apply to premiums paid more frequently than yearly. We may also increase premium rates as a result of changes to or the introduction of Government charges.

## A.17 Policy fee

The Policy fee can be periodically amended but never at a greater rate than the rate of increase in the Consumer Price Index since any previous amendment in the Policy fee for equivalent policies.

## A.18 Indexation Benefit

Provided section 1.17 of the Policy Schedule shows this benefit as applying, we guarantee to increase the Death Benefit and, if applicable, Disability and Critical Illness Benefit on each Annual Renewal Date. The new Sum Insured is calculated by increasing the previous Sum Insured by the percentage increase in the Consumer Price Index, or 5% whichever is greater. The Policyowner may refuse an increase or cancel the indexation benefit. However after cancellation it can only be reinstated with our approval. The premium for the increased Sum Insured will be calculated at the date of the increase and determined in line with Provision A.15. The maximum initial death Sum Insured

that can be indexed is \$3,000,000. The maximum initial disability Sum Insured that can be indexed is \$3,000,000. The maximum critical illness Sum Insured that may be indexed is \$1,000,000 with the Indexation Benefit automatically cancelled once the critical illness Sum Insured becomes \$1,750,000.

## A.19 Guaranteed renewal of cover

The term of cover shall begin on the Commencement Date shown in section 1.5 of the Policy Schedule and shall be for a period of one year. The payment of each subsequent yearly renewal premium shall extend the term of cover for an additional period of one year.

We guarantee to offer renewal of the Policy each year up to and including the anniversary of the Policy Commencement Date immediately prior to your 90th birthday or your 75th birthday in the case of a Death Benefit under a superannuation Policy. If you advise us accordingly within three months after the expiry of a superannuation Policy at the anniversary before the 75th birthday, you will be able to take out MLC Protection – Life for a Death Benefit only under a new non-superannuation Policy for the same Sum Insured and without further evidence of health.

## A.20 Continuity of Cover

Unless otherwise stated on the Policy Schedule or in this Policy, we cannot cancel the Policy provided that the appropriate premiums are paid when due. This guarantee applies regardless of any change in your health or personal circumstances, subject to provision A.21 below.

## A.21 General provisions

- a) In the event that your age has been mis-stated then the Sum Insured, or the premium payable, shall be adjusted, and the Policy varied, in accordance with the applicable legislative provisions.
- b) No benefits are payable under the Policy in respect of death, Injury or Sickness caused by or contributed to by your intentional self-inflicted act committed while either sane or insane within 13 months of the Commencement Date of this Policy or of its last reinstatement and the Policy will automatically terminate upon such an act taking place.
- c) Any increase in the Sum Insured under the Policy in respect of death, Injury or Sickness caused or contributed to by your intentional self - inflicted act committed while either sane or insane within 13 months of our approval of such increase will not be payable.
- d) Provisions (b) and (c) above will not affect the bona fide interests of third parties for value of which written notice has been given to us prior to your death.

## B. Standard Features

This section applies to all policies. The availability of certain options depends on which type of cover you have under your Policy.

### B.1 Economiser Option

Subject to our minimum requirements in relation to premiums at the time this option is exercised, and provided you are aged 30 years or more the Policyowner may apply to exercise the Economiser option. This means:

- a) Indexation ceases, and
- b) except at Policy anniversaries when benefits automatically reduce or cease for other reasons, or premium loadings cease, the Sum Insured will be automatically reduced in inverse proportion to the increase in premium rates that would have occurred had this reduction not been made.

This has the effect of “freezing” the premium, apart from changes in the Policy fee or premium rate, or crossing below premium size adjustment bands.

The Policyowner may cancel the Economiser at any time by notice in writing.

Indexation, if applicable, will then be reinstated.

The Policyowner must advise us in writing to exercise this option.

This option is not available where the level premium option has been selected.

### B.2 Future Insurability Option – death & disability

The death and/or disability Sum Insured may be increased on the occurrence of the following defined events:

- a) You marry; or
- b) You divorce; or
- c) You have a child or you legally adopt one; or
- d) Your child starts secondary school; or
- e) You take out a mortgage to buy your first home, or
- f) You receive an increase in your annual salary of at least 10%.

### Premium increases

Premiums will be based on those rates applicable at the time of exercising an option increase and will be based on your then age next birthday.

### Conditions

The Policyowner may only increase the death and/or disability Sum Insured once under this option in any 12 month period. The Policyowner may increase the death and/or disability Sum Insured by 25%, \$200,000 or five times the salary increase (if applicable), whichever is the lesser. The maximum total amount by which the Policyowner can increase the death and/or disability Sum Insured under this benefit over the life of the Policy is the lesser of:

- a) The amount of death and/or disability Sum Insured under the Policy, excluding CPI increases and increases effected under this option, and
- b) \$1,000,000.

The benefit cannot be exercised if at the time of the request:

- a) you are older than 55 years of age
- b) your cover has previously been accepted by MLC with special conditions affecting the premium rates
- c) the premiums are being waived under the Waiver of Premium Option, or
- d) you are entitled to make a claim for Terminal Illness or Critical Illness Benefit under any Policy that you hold with us.

The Policyowner must apply for the increase within 30 days of the first Annual Renewal Date following the defined event. We will require proof of the defined event.

Any increase in the disability Sum Insured as a result of exercising this option cannot result in the disability Sum Insured exceeding the death Sum Insured.

The option to increase the disability Sum Insured only applies where the disability Sum Insured is \$1,500,000 or less.

For the first six months following an increase in Sum Insured under this benefit the portion of Sum Insured increased by this option will only be payable in the event of accidental death or disability (caused by violent, accidental, external and visible means).

### B.3 Future Insurability Option – Critical Illness

The critical illness Sum Insured may be increased on the occurrence of the following defined events:

- a) You marry; or
- b) You divorce; or
- c) You have a child or you legally adopt one; or
- d) Your child starts secondary school; or
- e) You take out a mortgage to buy your first home, or
- f) You receive an increase in your annual salary of at least 10%.

#### Premium increases

Premiums will be based on those rates applicable at the time of exercising an option increase and will be based on your then age next birthday.

#### Conditions

The Policyowner may only increase the critical illness Sum Insured once under this option in any 12 month period.

The Policyowner may increase the critical illness Sum Insured by \$25,000 or the original Sum Insured, whichever is the lesser. The maximum total amount by which the Policyowner can increase the critical illness Sum Insured under this benefit over the life of the Policy is the lesser of:

- a) The amount of critical illness Sum Insured under the Policy, excluding CPI increases and increases effected under this option, and
- b) \$1,000,000.

The benefit cannot be exercised if at the time of the request:

- a) you are older than 50 years of age
- b) your cover has previously been accepted by MLC with special conditions affecting the premium rates
- c) the premiums are being waived under the Waiver of Premium Option, or
- d) you are entitled to make a claim for Terminal Illness or Critical Illness Benefit under any Policy that you hold with us.

The Policyowner must apply for the increase within 30 days of the first Annual Renewal Date following the defined event. We will require proof of the defined event.

This option is only available where the initial critical illness Sum Insured is \$1,000,000 or less.

For the first six months following an increase in Sum Insured under this benefit the portion of Sum Insured increased by this option will only be payable on the event of accidental critical illness (caused by violent, accidental, external and visible means).

### B.4 Financial Planning Benefit

Under this feature when we pay a lump sum benefit of at least \$100,000 (or such other amount as advised by us from time to time) to a recipient under the Policy, we will reimburse, up to a maximum of \$2,000, the cost of a fully documented financial plan as prepared by a qualified financial planner for the recipient.

Where there is more than one recipient of the lump sum benefit, each recipient of the lump sum will be entitled to an equal share of the benefit. For example if there were four recipients of the Policy each would be entitled to receive up to \$500.

The total Financial Planning Benefit payable in respect of the Policy is \$2,000 and will only be payable once.

The financial plan must be provided within 12 months of receiving the lump sum benefit.

We will require evidence to show that the financial plan has been provided, the qualifications of the financial planner, and the costs charged by the financial planner. We will not reimburse any costs incurred as a result of dealing with the payment of the lump sum benefit or costs incurred in the implementation of the financial plan.

This feature is not available for superannuation policies.

## C. Benefit Payment Provisions – Life Cover

This section only applies to MLC Protection – Life and MLC Protection Recovery Money policies.

### C.1 Introduction

Life cover provides for the payment of a benefit in the event of the death of the person whose life is insured while the Policy is in force.

### C.2 The benefit

The benefit payable is the Death Benefit.

### C.3 Payment of the benefit

The benefit is payable in Australian currency to the person who is the Policyowner at the date of your death. Where the Policyowner is the same person as you the benefit is payable to your estate unless another beneficiary has been nominated under the Policy. If the Policy is issued as a superannuation contract of insurance the benefit is payable to the trustee of the superannuation plan.

### C.4 Terminal Illness Benefit

Where you are diagnosed as being terminally ill and death is likely to occur within 12 months, the Death Benefit will, subject to the following, be paid out early with the agreement of the Policyowner as a Terminal Illness Benefit. A Medical Practitioner nominated by us will be required to certify the extent of the Sickness (or Injury), providing diagnosis and prognosis of the condition.

### C.5 Funeral Assistance Benefit

Within 14 days of receipt of certified copies of your birth certificate and notice of your death from a Medical Practitioner, we will pay an amount of the lesser of 10% of the death Sum Insured or \$10,000 to be used for meeting your funeral expenses.

In the event of the payment of the Funeral Assistance Benefit then the death Sum Insured will be reduced by any amounts paid under this Benefit.

The payment of the Funeral Assistance Benefit is not an admission of liability on our behalf and does not mean that any other benefits under this Policy will be admitted or paid. The payment of the Funeral Assistance Benefit is a complete discharge of all liability we have in relation to the amount paid under this Benefit.

This Benefit is not available if the Policy is owned by a superannuation fund. This Benefit is not payable in the event of suicide within 13 months of commencement of the Policy or where the proceeds of the Policy have been paid. The Funeral Assistance Benefit is payable only once. We reserve the right to recover the Funeral Assistance Benefit if the Death Benefit claim is subsequently denied.

The Funeral Assistance Benefit will be paid in accordance with the following order of priority:

- a) To the named beneficiary (if there is a named beneficiary under the Policy);
- b) To the Policyowner (if the Policyowner is different to you);
- c) To the Executor/Executrix of the Estate of you, as identified in your will, a copy of which must be supplied to us (if the Policyowner is the same as you).

If none of the above apply, the Funeral Assistance Benefit will not be paid.



## D. Benefit Payment Provisions – Recovery Money

This section only applies to MLC Protection – Recovery Money policies.

### D.1 Introduction

MLC Protection – Recovery Money insurance provides for the payment of the Critical Illness Benefit in the event that you suffer an Insured Event defined in provision D.7 for the first time and this occurs while the Policy is in force. This Provision only applies if we have sent the Policyowner a Policy Schedule for Recovery Money cover.

### D.2 The benefit

The benefit payable is the Sum Insured shown in section 1.17 of the Policy Schedule together with any indexation increases (or as subsequently amended with the agreement of us and the Policyowner).

### D.3 Payment of the benefit

The benefit is payable in Australian currency to the person who is the Policyowner at the date we admit a Critical Illness claim, unless another beneficiary has been nominated under the Policy.

### D.4 Coverage

A claim for this benefit shall be admitted and paid only if:

- a) An Insured Event occurs before the Annual Renewal Date prior to you attaining age 90 years.
- b) The Insured Event is diagnosed by a Medical Practitioner and is supported by clinical, histological and laboratory evidence as appropriate. The benefit is not payable if you do not have the condition which has been diagnosed.

No payment will be made for Heart Attack, Stroke, Cardiomyopathy, Benign Intracranial Tumour, Cancer, Coronary Artery Disease, Heart Surgery, Open Heart Surgery or Coronary Artery By-Pass Surgery, if the condition is diagnosed or symptoms leading to diagnosis become reasonably apparent before or within three months after the Commencement Date or reinstatement of the Policy.

If any of the above conditions are diagnosed or become apparent within three months of an increase in benefits, then the amount of the increase will not be payable.

Payment will be made for Insured Events that are independent of any condition or symptom originally diagnosed within the three month period.

- c) This Policy Document is delivered to us and proof satisfactory to us is produced of:
  - i) the title of the claimant; and
  - ii) the happening of the Insured Event and as part of such proof the claimant shall supply at his or her own expense evidence of diagnosis by a Medical Practitioner which must be supported by clinical, radiological, histological and laboratory evidence as required by us.
- d) The Insured Event does not arise from an Injury sustained or Sickness suffered as a result of intentional self-inflicted Injury or attempted suicide committed while either sane or insane.

This Policy automatically terminates upon payment of the Critical Illness Benefit (other than a partial payment for Coronary Artery Disease, Multiple Sclerosis, Muscular Dystrophy or Parkinson's Disease). If the Death or Disability Benefit is greater, then the excess Death or Disability Benefit continues upon payment of the appropriate premium.

### D.5 Benefits for multiple Sicknesses or Injuries

We will consider multiple claimable Sicknesses or Injuries as a single event and will be liable for payment once only under this Policy.

### D.6 Proof of occurrence

Written notice of a Sickness or Injury must be given to us during your lifetime or as soon as is reasonably possible. Proof of a Sickness or Injury must be provided to us and may include an examination of you by a Medical Practitioner designated by us. No Critical Illness Benefit will be paid for a Sickness or Injury which commenced more than one year before we received proof of the Sickness or Injury.

## D. Benefit Payment Provisions – Recovery Money continued

### D.7 Insured events

Prior to the Policy anniversary preceding age 70 the following are defined as Insured Events

Aplastic Anaemia	Loss of Limbs and/or Sight
Benign Intracranial Tumour	Major Burns
Blindness	Major Head Trauma
Cancer	Major Organ Transplant
Cardiomyopathy	Medically Acquired HIV Infection
Chronic Lung Disease	Meningitis and/or Meningococcal Disease
Coma	Motor Neurone Disease
Coronary Artery By-Pass Surgery	Multiple Sclerosis
Coronary Artery Disease	Muscular Dystrophy
Deafness	Occupationally Acquired HIV Infection
Dementia	Open Heart Surgery
Diabetes	Out of Hospital Cardiac Arrest
Encephalitis	Paralysis
Heart Attack	Parkinson's Disease
Heart Surgery	Pneumonectomy
Intensive Care	Primary Pulmonary Hypertension
Liver Disease	Renal Failure
Loss of Independent Existence	Stroke
Loss of Speech	

Provision G of this document provides full definitions of each of the above Insured Events.

Following the Policy anniversary preceding age 70, the above events shall cease to be Insured Events and Insured Event shall mean being unable to perform "Activities of Daily Living" as defined in provision H.3 of the Policy.

### D.8 Death and Disability

The Death Benefit and Disability Benefit (if applicable) shall be reduced by any amount paid under provision D.3.

### D.9 Child Support Benefit

Where the critical illness Sum Insured is \$100,000 or greater the Policy will include the Child Support Benefit at no cost.

This Policy is extended to include \$10,000 death or critical illness cover on the life of all dependant children.

If a dependant child dies or is correctly diagnosed with one of the following critical illnesses (as defined) at any time up to the Policy anniversary preceding the dependant child's 18th birthday, we will pay the Child Support Benefit to the owner of the Policy. Dependant child means the natural child, stepchild, adopted child or a child under the legal guardianship of the life insured.

The critical illnesses covered are:

Aplastic Anaemia	Loss of Speech
Benign Intracranial Tumour	Major Burns
Blindness	Major Head Trauma
Cancer	Major Organ Transplant
Cardiomyopathy	Meningitis and/or Meningococcal Disease
Coma	Open Heart Surgery
Deafness	Out of Hospital Cardiac Arrest
Encephalitis	Paralysis
Heart Attack	Primary Pulmonary Hypertension
Intensive Care	Renal Failure
Liver Disease	Stroke
Loss of Limbs and/or Sight	

Upon payment of the Child Support Benefit the cover for that child will cease and no further benefit will be payable under the Child Support Benefit in respect of that child.

#### Maximum Sum Insured

The maximum level of cover payable under the Child Support Benefit in respect of any one dependant child is \$10,000 in aggregate with us and under any similar policy with any other insurer.

#### Commencement of cover

The Child Support Benefit in respect of each dependant child will commence on the later of the following events:

- The Policy anniversary following the dependant child's 2nd birthday; and
- The commencement of the Policy to which the Child Support Benefit is attached.

#### Termination of cover

The Child Support Benefit in respect of each dependant child will cease on the earliest of the following events:

- The Policy anniversary preceding the dependant child's 18th birthday;
- Payment of the Child Support Benefit in respect of the dependant child; and
- The Policy to which the Child Support Benefit is attached ends.

#### Exclusions

No payment will be made if the dependant child dies or the critical illness is diagnosed, or symptoms leading to diagnosis become reasonably apparent, before or within three months of the commencement or reinstatement of the Policy.

No payment will be made if the event causing the death or critical illness condition (if applicable) was caused by:

- a congenital condition, or
- an intentional act of the dependant child's parent or guardian, or
- an intentional act of someone who lives with or supervises the dependant child, or
- an intentional act of the Policyowner.

This benefit is not available for superannuation policies.

## E. Benefit Payment Provisions – Flexible Recovery Money

This section only applies to MLC Protection – Flexible Recovery Money policies.

### E.1 Introduction

MLC Protection – Flexible Recovery Money insurance provides for the payment of the Disability Benefit as defined in provision H.2 or Critical Illness Benefit in the event that you suffer an Insured Event defined in provision E.7 for the first time and this occurs while the Policy is in force. This Provision only applies if we have sent you a Policy Schedule for Flexible Recovery Money Cover.

### E.2 The benefit

The benefit payable is the Sum Insured shown in section 1.17 of the Policy Schedule together with any indexation increases (or as subsequently amended with the agreement of us and the Policyowner).

The Death Benefit and Disability Benefit (if applicable) shall be reduced by any amount paid under provision E.3.

### E.3 Payment of the benefit

The benefit is payable in Australian currency to the person who is the Policyowner at the date we admit a Critical Illness claim, unless another beneficiary has been nominated under the Policy.

### E.4 Coverage

A claim for this benefit shall be admitted and paid only if:

- a) An Insured Event occurs before the Annual Renewal Date prior to you attaining age 90 years.
- b) The Insured Event is diagnosed by a Medical Practitioner and is supported by clinical, histological and laboratory evidence as appropriate. The benefit is not payable if you do not have the condition which has been diagnosed.

No payment will be made for Heart Attack, Stroke, Cardiomyopathy, Benign Intracranial Tumour, Cancer, Coronary Artery Disease, Heart Surgery, Open Heart Surgery or Coronary Artery By-pass Surgery if the condition is diagnosed, or symptoms leading to the diagnosis became reasonably apparent, before or within three months after the Commencement Date or reinstatement of the Policy.

If any of the above conditions are diagnosed or become apparent within three months after an increase in benefits, then the amount of the increase will not be payable.

Payment will be made for Insured Events that are independent of any condition or symptom originally diagnosed within the three month period.

- c) This Policy Document is delivered to us and proof satisfactory to us is produced of:
  - i) the title of the claimant; and
  - ii) the happening of the Insured Event and as part of such proof the claimant shall supply at his or her own expense evidence of diagnosis by a Medical Practitioner which must be supported by clinical, radiological, histological and laboratory evidence as required by us.
- d) The Insured Event does not arise from an Injury sustained or Sickness suffered as a result of intentional self-inflicted Injury or attempted suicide committed while either sane or insane.
- e) The approved MLC Protection – Life insurance Policy written in conjunction with this Policy:
  - i) is currently paid to date; and
  - ii) has a death Sum Insured which is greater than or equal to the Sum Insured under this Policy; and
  - iii) has not been terminated by us.

This Policy automatically terminates upon payment of the Critical Illness Benefit (other than a partial payment for Coronary Artery Disease, Multiple Sclerosis, Muscular Dystrophy or Parkinson's Disease). If the Disability Benefit is greater, then the excess Disability Benefit continues upon payment of the appropriate premium.

### E.5 Benefits for multiple Sicknesses or Injuries

We will consider multiple claimable Sicknesses or Injuries as a single event and will be liable for payment once only under this Policy.

### E.6 Proof of occurrence

Written notice of a Sickness or Injury must be given to us during your lifetime or as soon as is reasonably possible. Proof of a Sickness or Injury must be provided to us and may include an examination of you by a Medical Practitioner designated by us. No Critical Illness Benefit will be paid for a Sickness or Injury which commenced more than one year before we received proof of the Sickness or Injury.

# E. Benefit Payment Provisions – Flexible Recovery Money

continued

## E.7 Insured Events

Prior to the Policy anniversary preceding age 70 the following are defined as Insured Events

Aplastic Anaemia	Loss of Limbs and/or Sight
Benign Intracranial Tumour	Major Burns
Blindness	Major Head Trauma
Cancer	Major Organ Transplant
Cardiomyopathy	Medically Acquired HIV Infection
Chronic Lung Disease	Meningitis and/or Meningococcal Disease
Coma	Motor Neurone Disease
Coronary Artery By-Pass Surgery	Multiple Sclerosis
Coronary Artery Disease	Muscular Dystrophy
Deafness	Occupationally Acquired HIV Infection
Dementia	Open Heart Surgery
Diabetes	Out of Hospital Cardiac Arrest
Encephalitis	Paralysis
Heart Attack	Parkinson's Disease
Heart Surgery	Pneumonectomy
Intensive Care	Primary Pulmonary Hypertension
Liver Disease	Renal Failure
Loss of Independent Existence	Stroke
Loss of Speech	

Provision G of the Policy provides full definitions of each of the above Insured Events.

Following the Policy anniversary preceding age 70, the above events shall cease to be Insured Events and Insured Event shall mean being unable to perform "Activities of Daily Living" as defined in provision H.3 of the Policy.

## E.8 Disability

If a Disability Benefit is provided by this Policy, the amount of your Disability Benefit shall be reduced by the amount of any Critical Illness Benefit paid under provisions E.3 and I.

## E.9 Child Support Benefit

Where the critical illness Sum Insured is \$100,000 or greater the Policy will include the Child Support Benefit at no cost.

This Policy is extended to include \$10,000 death or critical illness cover on the life of all dependant children.

If a dependant child dies or is correctly diagnosed with one of the following critical illnesses (as defined) at any time up to the Policy anniversary preceding the dependant child's 18th birthday, we will pay the Child Support Benefit to the owner of the Policy. Dependant child means the natural child, stepchild, adopted child or a child under the legal guardianship of the life insured.

The critical illnesses covered are:

Aplastic Anaemia	Loss of Speech
Benign Intracranial Tumour	Major Burns
Blindness	Major Head Trauma
Cancer	Major Organ Transplant
Cardiomyopathy	Meningitis and/or Meningococcal Disease
Coma	Open Heart Surgery
Deafness	Out of Hospital Cardiac Arrest
Encephalitis	Paralysis
Heart Attack	Primary Pulmonary Hypertension
Intensive Care	Renal Failure
Liver Disease	Stroke
Loss of Limbs and/or Sight	

Upon payment of the Child Support Benefit the cover for that child will cease and no further benefit will be payable under the Child Support Benefit in respect of that child.

### Maximum Sum Insured

The maximum level of cover payable under the Child Support Benefit in respect of any one dependant child is \$10,000 in aggregate with us and under any similar policy with any other insurer.

### Commencement of cover

The Child Support Benefit in respect of each child will commence on the later of the following events:

- The Policy anniversary following the dependant child's 2nd birthday; and
- The commencement of the Policy to which the Child Support Benefit is attached.

### Termination of cover

The Child Support Benefit in respect of each dependant child will cease on the earliest of the following events:

- The Policy anniversary preceding the dependant child's 18th birthday;
- Payment of the Child Support Benefit in respect of the dependant child; and
- The Policy to which the Child Support Benefit is attached ends.

### Exclusions

No payment will be made if the dependant child dies or the critical illness is diagnosed, or symptoms leading to diagnosis become reasonably apparent, before or within three months of the commencement or reinstatement of the Policy.

No payment will be made if the event causing the death or critical illness condition (if applicable) was caused by:

- a congenital condition, or
- an intentional act of the dependant child's parent or guardian, or
- an intentional act of someone who lives with or supervises the dependant child, or
- an intentional act of the Policyowner.

This benefit is not available for superannuation policies.

## F. Benefit Payment Provisions – Stand Alone Recovery Money

This section only applies to MLC Protection – Stand Alone Recovery Money policies.

### F.1 Introduction

MLC Protection – Stand Alone Recovery Money insurance provides for the payment of the Disability Benefit as defined in H.2 or Critical Illness Benefit in the event that you suffer an Insured Event defined in provision F.7 for the first time and this occurs while the Policy is in force. The following section only applies if we have sent the Policyowner a Policy Schedule for Stand Alone Recovery Money Cover.

### F.2 The benefit

The benefit payable is the Sum Insured shown in section 1.17 of the Policy Schedule together with any indexation increases (or as subsequently amended with the agreement of us and the Policyowner).

### F.3 Payment of the benefit

The benefit is payable in Australian currency to the person who is the Policyowner at the date we admit a Critical Illness claim, unless another beneficiary has been nominated under the Policy.

### F.4 Coverage

A claim for this benefit shall be admitted and paid only if:

- a) An Insured Event occurs before the Annual Renewal Date prior to you attaining age 90 years.
- b) The Insured Event is diagnosed by a Medical Practitioner and is supported by clinical, histological and laboratory evidence as appropriate. The benefit is not payable if you do not have the condition which has been diagnosed.

No payment will be made for Heart Attack, Stroke, Cardiomyopathy, Benign Intracranial Tumour, Cancer, Coronary Artery Disease, Heart Surgery, Open Heart Surgery or Coronary Artery By Pass Surgery if the condition is diagnosed, or symptoms leading to the diagnosis became reasonably apparent, before or within three months after the Commencement Date or reinstatement of the Policy.

If any of the above conditions are diagnosed or become apparent within three months after an increase in benefits, then the amount of the increase will not be payable.

Payment will be made for Insured Events that are independent of any condition or symptom originally diagnosed within the three month period.

- c) This Policy Document is delivered to us and proof satisfactory to us is produced of:
  - i) the title of the claimant; and
  - ii) the happening of the Insured Event and as part of such proof the claimant shall supply at his or her own expense evidence of diagnosis by a Medical Practitioner which must be supported by clinical, radiological, histological and laboratory evidence as required by us.
- d) The Insured Event does not arise from an Injury sustained or Sickness suffered as a result of intentional self-inflicted Injury or attempted suicide committed while either sane or insane.
- e) We only pay the Critical Illness Benefit if you live for at least 14 days and have not been declared either dead or brain dead.

This Policy automatically terminates upon payment of the Critical Illness Benefit (other than a partial payment for Coronary Artery Disease, Multiple Sclerosis, Muscular Dystrophy or Parkinson's Disease). If the Disability Benefit is greater, then the excess Disability Benefit continues upon payment of the appropriate premium.

### F.5 Benefits for multiple Sicknesses or Injuries

We will consider multiple claimable Sicknesses or Injuries as a single event and will be liable for payment once only under this Policy.

### F.6 Proof of occurrence

Written notice of a Sickness or Injury must be given to us during your lifetime or as soon as is reasonably possible. Proof of a Sickness or Injury must be provided to us and may include an examination of you by a Medical Practitioner designated by us. No Critical Illness Benefit will be paid for a Sickness or Injury which commenced more than one year before we received proof of the Sickness or Injury.

## F. Benefit Payment Provisions – Stand Alone

### Recovery Money continued

#### F.7 Insured Events

Prior to the Policy anniversary preceding age 70 the following are defined as Insured Events.

Aplastic Anaemia	Loss of Limbs and/or Sight
Benign Intracranial Tumour	Major Burns
Blindness	Major Head Trauma
Cancer	Major Organ Transplant
Cardiomyopathy	Medically Acquired HIV Infection
Chronic Lung Disease	Meningitis and/or Meningococcal Disease
Coma	Motor Neurone Disease
Coronary Artery By-Pass Surgery	Multiple Sclerosis
Coronary Artery Disease	Muscular Dystrophy
Deafness	Occupationally Acquired HIV Infection
Dementia	Open Heart Surgery
Diabetes	Out of Hospital Cardiac Arrest
Encephalitis	Paralysis
Heart Attack	Parkinson's Disease
Heart Surgery	Pneumonectomy
Intensive Care	Primary Pulmonary Hypertension
Liver Disease	Renal Failure
Loss of Independent Existence	Stroke
Loss of Speech	

Provision G of the Policy provides full definitions of each of the above Insured Events.

Following the Policy anniversary preceding age 70, the above events shall ceased to be Insured Events and the Insured Events shall mean being unable to perform "Activities of Daily Living" as defined in provision H.3 of the Policy.

#### F.8 Death Benefit

In the event of your death while the Policy is in force we will pay a death benefit of \$5,000 to the Policyowner, this benefit is not payable if you die as a result of suicide within 13 months of the commencement or reinstatement of the Policy.

#### F.9 Child Support Benefit

Where the critical illness Sum Insured is \$100,000 or greater the Policy will include the Child Support Benefit at no cost.

Your Policy is extended to include \$10,000 death or critical illness cover on the life of all dependant children.

If a dependant child dies or is correctly diagnosed with one of the following critical illnesses (as defined) at any time up to the Policy anniversary preceding the dependant child's 18th birthday, we will pay the Child Support Benefit to the owner of the Policy. Dependant child means the natural child, stepchild, adopted child or a child under the legal guardianship of the life insured.

The critical illnesses covered are:

Aplastic Anaemia	Loss of Speech
Benign Intracranial Tumour	Major Burns
Blindness	Major Head Trauma
Cancer	Major Organ Transplant
Cardiomyopathy	Meningitis and/or Meningococcal Disease
Coma	Open Heart Surgery
Deafness	Out of Hospital Cardiac Arrest
Encephalitis	Paralysis
Heart Attack	Primary Pulmonary Hypertension
Intensive Care	Renal Failure
Liver Disease	Stroke
Loss of Limbs and/or Sight	

Upon payment of the Child Support Benefit the cover for that child will cease and no further benefit will be payable under the Child Support Benefit in respect of that child.

#### Maximum Sum Insured

The maximum level of cover payable under the Child Support Benefit in respect of any one dependant child is \$10,000 in aggregate with us and under any similar policy with any other insurer.

#### Commencement of cover

The Child Support Benefit in respect of each dependant child will commence on the later of the following events:

- The Policy anniversary following the dependant child's 2nd birthday; and
- The commencement of the Policy to which the Child Support Benefit is attached.

#### Termination of cover

The Child Support Benefit in respect of each dependant child will cease on the earliest of the following events:

- The Policy anniversary preceding the dependant child's 18th birthday;
- Payment of the Child Support Benefit in respect of the dependant child; and
- The Policy to which the Child Support Benefit is attached ends.

#### Exclusions

No payment will be made if the dependant child dies or the critical illness is diagnosed, or symptoms leading to diagnosis become reasonably apparent, before or within three months of the commencement or reinstatement of the Policy.

No payment will be made if the event causing the death or critical illness condition (if applicable) was caused by:

- a congenital condition, or
- an intentional act of the dependant child's parent or guardian, or
- an intentional act of someone who lives with or supervises the dependant child, or
- an intentional act of the Policyowner.

This benefit is not available for superannuation policies.

## G. Definitions

This section applies to all policies.

### G.1 Annual Renewal Date

Means the annual renewal date of the Policy as shown on the Policy Schedule.

### G.2 Aplastic Anaemia

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

- a) marrow stimulating agents
- b) bone marrow transplantation
- c) blood product transfusions
- d) immunosuppressive agents

### G.3 Benign Intracranial 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 impairment as confirmed by a consultant neurologist. The tumour must result in permanent neurological deficit, resulting in either:

- a) at least 25% impairment of whole person function as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association, or
- b) the insured person being totally and permanently being unable to perform any one of the following "Activities of Daily Living":
  - i) bathing and showering,
  - ii) dressing and undressing,
  - iii) eating and drinking,
  - iv) using a toilet to maintain personal hygiene,
  - v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

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.

### G.4 Blindness

Means the total and irrecoverable Loss of Sight of both eyes

Loss of Sight means the complete and irrecoverable loss of sight from any cause. If the extent of sight loss is such that correction measures can achieve neither visual acuity of 6/60, nor a field of vision 20 degrees of arc or greater, then this will be accepted as Loss of Sight.

### G.5 Breast Cancer – Other

Means Carcinoma in Situ of the breast characterised by a focal autonomous new growth of carcinomatous cells, which has not yet resulted in the invasion of normal tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The tumour must be classified as TIS according to the TNM staging method or AJCC\* Stage 0.

\* AJCC refers to the staging method of the American Joint Committee on Cancer.

### G.6 Cancer

Means the presence of a malignant tumour, including leukaemia, malignant lymphoma and other haemopoietic malignancies.

The tumour must be confirmed by histological examination and must:

- Require major interventionist therapy including radiotherapy, chemotherapy, biological response modifiers or any other major treatment, or
- Be sufficiently advanced such that major interventionist therapy is no longer recommended, or
- Be diagnosed as Chronic Lymphocytic Leukaemia.

The following cancers are specifically excluded:

- Tumours treated only by endoscopic procedures.
- Carcinoma in situ. Papillary ductal carcinoma in situ of the breast is covered under the Policy. Ductal carcinoma in situ of the breast is covered if it results in the removal of the entire breast. The procedure must be performed specifically to arrest the spread of malignancy, and be considered appropriate and necessary treatment.
- All skin cancers unless they have metastasised to other organs, or the tumour is a malignant melanoma of greater than Clark level 2 depth, or invasion equal to or greater than 1.5mm thickness.

### G.7 Cardiomyopathy

Means a condition of impaired ventricular function resulting in permanent physical impairment to the degree of at least Class 3 on the New York Heart Association Classification of cardiac impairment.

### G.8 Chronic Lung Disease

Means end stage lung disease requiring permanent supplementary oxygen, with FEV1 test results of consistently less than one litre.

### G.9 Coma

Means a state of unconsciousness with no reaction to external stimuli or internal needs, resulting in a documented Glasgow Coma Scale of 6 or less, for a continuous period of at least 72 hours.

## G. Definitions continued

### G.10 Consumer Price Index (CPI)

Means the Australian National All Groups Consumer Price Index as published by the Australian Bureau of Statistics or any body that succeeds it. If the Consumer Price Index is materially altered we will calculate the Consumer Price Index based upon a retail price index that we consider properly reflects adjustments to the cost of living. If the percentage increase in the Consumer Price Index, or any substitute for it, is negative, we will make this percentage nil.

### G.11 Coronary Artery By-pass Surgery

Means the actual undergoing of coronary artery by-pass surgery considered necessary by a cardiologist to treat coronary artery disease, but not including angioplasty, other intra arterial, or laser procedures.

### G.12 Coronary Artery Disease

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, indicating obstruction of three or more 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.

A partial benefit is payable under this condition if the procedure is to treat one or two coronary arteries. The partial benefit is limited to 25% of the Sum Insured as stated on the Policy Schedule or \$50,000 whichever is the lesser. A partial benefit is only payable if the Sum Insured is \$40,000 or more.

Partial benefits can only be paid once under this condition and the remaining Sum Insured for death, critical illness or disability benefits will be reduced by the amount paid.

### G.13 Critical Illness Benefit

Is the Sum Insured shown in section 1.17 of the Policy Schedule together with any indexation increases (or as subsequently amended with the agreement of us and the Policyowner).

### G.14 Deafness

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

### G.15 Death Benefit

Is the Sum Insured shown in section 1.17 of the Policy Schedule together with any indexation increases (or as subsequently amended with the agreement of us and the Policyowner).

### G.16 Dementia

Means a significant loss of brain function causing a permanent defect (eg. Alzheimer's Disease), as diagnosed by a consultant neurologist. There must be deterioration and loss of intellectual capacity on standard testing criteria and a need for continual care either professionally or as an in-patient.

### G.17 Diabetes

Means severe diabetes mellitus, either insulin or non-insulin dependant, as certified by a consultant endocrinologist and resulting in at least two of the following criteria:

- severe diabetic retinopathy resulting in visual acuity uncorrected and corrected of 6/36 or worse in both eyes;
- severe diabetic nephropathy causing motor and/or autonomic impairment;
- diabetic gangrene leading to surgical intervention; or
- severe diabetic nephropathy causing chronic irreversible renal impairment as measured by a corrected creatinine less than 28ml/min (CKD stage 4, International Chronic Kidney Disease classification).

### G.18 Diabetes – Other

Means the diagnosis, after the age of 30, of insulin dependent diabetes mellitus (IDDM) by an appropriate Medical Practitioner.

### G.19 Disability Benefit

Is the Sum Insured shown in section 1.17 of the Policy Schedule together with any indexation increases (or as subsequently amended with the agreement of us and the Policyowner).

### G.20 Encephalitis

Means severe inflammation of the brain resulting in permanent neurological deficit resulting in either

- a) at least 25% impairment of whole person function, as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association, as certified by a consultant neurologist, or
- b) the insured person being totally and permanently unable to perform any one of the following "Activities of Daily Living":
  - i) bathing and showering,
  - ii) dressing and undressing,
  - iii) eating and drinking,
  - iv) using a toilet to maintain personal hygiene,
  - v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

Encephalitis as a result of HIV infection is excluded.



## G.21 Female Cancer – Other

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

Carcinoma in Situ of the following sites is covered:

- cervix-uteri: where the tumour must be classified as TIS according to the TNM staging method or FIGO\* Stage 0 (excluded are Cervical Intraepithelial Neoplasia (CIN) classifications including CIN 1 and CIN 2);
- fallopian tube: where the tumour must be limited to the tubal mucosa and classified as TIS according to the TNM staging method or FIGO\* Stage 0;
- ovary: where the tumour must be classified as TIS according to the TNM staging method or FIGO\* Stage 0.
- vagina: where the tumour must be classified as TIS according to the TNM staging method or FIGO\* Stage 0;
- 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.

## G.22 Heart Attack

Means a definitive diagnosis of myocardial infarction characterised by the death of a portion of heart muscle as a result of inadequate blood supply to a relevant area. The basis for myocardial infarction must be evidenced by:

- a) i) New electrocardiographic changes, and  
ii) Raised cardiac enzymes, troponins or other biochemical markers above generally accepted laboratory levels of normal,  
each of which must be consistent with myocardial infarction.
- or
- b) i) Raised cardiac enzymes, troponins or other biochemical markers above generally accepted laboratory levels of normal, and  
ii) A reduction in Left Ventricular Ejection Fraction below 50% where measured at least 6 weeks after the cardiac event,  
each of which must be consistent with myocardial infarction.

Other acute coronary syndromes including unstable angina and acute coronary insufficiency are not covered by this definition.

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

## G.23 Heart Surgery

Means the actual undergoing of any heart surgery that is considered necessary by a cardiologist to replace or correct cardiac valves as a consequence of heart valve defects, or 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.

## G.24 Injury

Is an accident bodily injury you suffer while the Policy is in force.

## G.25 Intensive Care

Means a Sickness or Injury has resulted in the life insured requiring continuous mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours per day) or more in an authorised intensive care unit of an acute care hospital. No benefit shall be payable where the Sickness or Injury is as a result of drug or alcohol intake or other self-inflicted means.

## G.26 Liver Disease

Means chronic liver failure, together with permanent jaundice, ascites or hepatic encephalopathy.

## G.27 Loss of Independent Existence

Means a condition as a result of a disease, illness or injury whereby you are totally and permanently:

- (a) unable to perform at least two of the following five "Activities of Daily Living":
  - (i) bathing and showering;
  - (ii) dressing and undressing;
  - (iii) eating and drinking;
  - (iv) using a toilet to maintain personal hygiene; and
  - (v) moving from place to place by walking, wheelchair or with assistance of a walking aid, or
- (b) suffering a cognitive impairment requiring ongoing continuous care and supervision of another adult.

## G.28 Loss of Limbs and/or Sight

Means the total and irrecoverable:

- a) Loss of use of two limbs (where a limb is defined as one whole hand, or one whole foot), or
- b) Loss of Sight of one eye and the loss of use of one limb.

Loss of Sight means the complete and irrecoverable loss of sight from any cause. If the extent of sight loss is such that correction measures can achieve neither visual acuity of 6/60, nor a field of vision 20 degrees of arc or greater, then this will be accepted as Loss of Sight.

## G. Definitions continued

### G.29 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 or the speech centres of the brain, whether caused by injury, tumour or sickness. The loss must be certified as being total and permanent by an appropriate medical specialist not less than three months after the ability to speak was first lost.

### G.30 Major Burns

Means tissue injury caused by thermal, electrical or chemical agents causing third degree burns to:

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

### G.31 Major Head Trauma

Means a cerebral injury resulting in permanent neurological deficit, resulting in either:

- a) at least 25% impairment of whole person function as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association, as certified by a consultant Neurologist, or
- b) the insured person being totally and permanently unable to perform any one of the following "Activities of Daily Living":
  - i) bathing and showering,
  - ii) dressing and undressing,
  - iii) eating and drinking,
  - iv) using a toilet to maintain personal hygiene,
  - v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

### G.32 Major Organ Transplant

Means the human to human organ transplant, as a result of injury or disease from a donor to you, of one or more of the following complete organs:

- heart
- kidney
- liver
- lung
- pancreas
- small bowel, or
- the transplantation of bone marrow.

The transplantation of all other organs or parts of organs or any other tissue transplant is excluded from this definition.

### G.33 Major Organ Transplant Waiting List

Means the life insured has been placed on a waiting list within Australia for an organ transplant from a human donor of a major organ that is listed in the definition of Major Organ Transplant. The transplant must be considered medically necessary, and the condition be untreatable by any other means other than organ transplant, as confirmed by an appropriate specialist.

### G.34 Male Cancer – Other

#### Carcinoma in situ of the penis

Means the life insured is confirmed by biopsy to have localised pre-invasive cancer in the penis with a TNM Classification of TIS where cancer cells do not penetrate the basement membrane nor invade the surrounding tissues. 'Invade' means to infiltrate and/or destroy the tissue of origin or surrounding tissue.

#### Carcinoma in situ of the testicle

Means the life insured is confirmed by biopsy to have localised pre-invasive cancer in one or both testicles with a TNM Classification of TIS where the cancer cells do not penetrate the basement membrane nor invade the surrounding tissues, and one or both of the testicles are removed by radical orchidectomy. The removal must be considered to be the appropriate and necessary treatment and is performed specifically to arrest the spread of malignancy. 'Invade' means to infiltrate and/or destroy the tissue of origin or surrounding tissue.

### G.35 Medically Acquired HIV infection

Means accidental infection with Human Immunodeficiency Virus (HIV) where the virus was acquired in Australia by you from one of the following necessary events conducted by a recognised Medical Practitioner:

- A blood transfusion;
- Transfusion with blood products;
- Organ transplant to you;
- Assisted reproductive techniques;
- A medical procedure or operation performed by a Medical Practitioner

Any event that potentially may give rise to a claim must be treated in accordance with the relevant infection control guidelines for the relevant state health service or equivalent, including, at a minimum, baseline screening with regular screening at six weeks, 12 weeks and six months post event. This screening will require a supporting negative HIV Test performed on material taken after the event date. Blood product will need to be made available for independent testing.

## **Exclusion**

No payment will be made where a Cure has become available prior to the event causing the infection or where you have elected not to take any Vaccine available prior to the accident.

“Cure” means any Australian Government approved treatment which renders HIV inactive and non-infectious.

“Vaccine” means any antigenic preparation approved by the Australian Government and recommended by a government authority for prophylactic use to produce immunity to the Human Immunodeficiency Virus.

## **G.36 Medical Practitioner**

Is:

- a) a medical practitioner whose qualifications are recognised in Australia and is registered in Australia; or
- b) who has qualifications acceptable to us.

But excludes:

1. you; or
2. your business partners; or
3. any of your immediate family.

and includes a medical practitioner appointed by us.

## **G.37 Melanoma**

Means the presence of one or more malignant melanomas. The malignancy must be characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.

## **G.38 Meningitis and/or Meningococcal Disease**

Means meningitis or meningococcal septicaemia, resulting in either:

- a) at least 25% permanent impairment of whole person function, as defined by the latest edition of the Guide to the Evaluation of Permanent Impairment, American Medical Association, as certified by a consultant neurologist, or
- b) the insured person being totally and permanently unable to perform at least two of the following ‘Activities of Daily Living’:
  - i) bathing and showering,
  - ii) dressing and undressing,
  - iii) eating and drinking
  - iv) using a toilet to maintain personal hygiene,
  - v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

## **G.39 Motor Neurone Disease**

Means an unequivocal diagnosis of motor neurone disease by a consultant neurologist, with the insured not necessarily confined to a wheelchair.

## **G.40 Multiple Sclerosis**

Means the unequivocal diagnosis of multiple sclerosis by a Medical Practitioner who is a consultant neurologist on the basis of confirmatory neurological investigations. There must be more than one episode of well defined neurological deficit with persisting neurological abnormalities.

## **G.41 Muscular Dystrophy**

Means the unequivocal diagnosis of muscular dystrophy by a Medical Practitioner who is a consultant neurologist on the basis of confirmatory neurological investigations.

## **G.42 Occupationally Acquired Hepatitis B and Hepatitis C**

Means Hepatitis B or Hepatitis C where the virus was acquired due to an accident occurring while engaging in your normal occupation and proof of seroconversion from:

- Hepatitis B surface antigen negative to Hepatitis B surface antigen positive; or
- Hepatitis C antibody negative to Hepatitis C antibody positive,

being demonstrated by testing within six months of the accident. Hepatitis B or Hepatitis C acquired in any other manner is excluded.

Any accident that potentially may give rise to a claim must be treated in accordance with the relevant infection control guidelines for the relevant practice body or state health service, including, at a minimum, baseline screening with regular screening at six weeks, 12 weeks and six months post event. This screening will require a supporting negative Hepatitis B or Hepatitis C test performed on material taken after the accident date. Blood product will need to be made available for independent testing.

## **Exclusion**

No payment will be made where:

- the infection is intentionally self inflicted, or
- a Cure has become available prior to the event causing the infection, or
- you have elected not to take any Vaccine available prior to the accident, or
- you have become positive to Hepatitis B surface antigen within six months from the commencement of the benefit or within six months of the reinstatement of the benefit.

## G. Definitions continued

“Cure” means any Australian Government approved treatment which renders Hepatitis B or Hepatitis C inactive and non-infectious.

“Vaccine” means any antigenic preparation approved by the Australian Government and recommended by a government authority for prophylactic use to produce immunity to Hepatitis B or Hepatitis C.

### G.43 Occupationally Acquired HIV Infection

Means Human Immunodeficiency Virus contracted where the virus was acquired due to an accident occurring while engaging in your normal occupation and the seroconversion to the HIV infection being demonstrated by testing within six months of the accident. HIV infection acquired in any other manner is excluded.

Any accident that potentially may give rise to a claim must be treated in accordance with the relevant infection control guidelines for the relevant practice body or state health service, including, at a minimum, baseline screening with regular screening at six weeks, 12 weeks and six months post event. This screening will require a supporting negative HIV Test performed on material taken after the accident date. Blood product will need to be made available for independent testing.

#### Exclusion

No payment will be made where a Cure has become available prior to the accident causing the infection or where you have elected not to take any Vaccine available prior to the accident.

“Cure” means any Australian Government approved treatment which renders HIV inactive and non-infectious.

“Vaccine” means any antigenic preparation approved by the Australian Government and recommended by a government authority for prophylactic use in your occupation to produce immunity to the Human Immunodeficiency Virus.

### G.44 Open Heart Surgery

Means the undergoing of a thoracotomy for treatment of cardiac defect(s), cardiac aneurysm or benign cardiac tumour(s).

### G.45 Out of Hospital Cardiac Arrest

Means cardiac arrest which is not associated with any medical procedure and is documented by an electrocardiogram, occurs out of hospital and is due to:

- a) Cardiac asystole; or
- b) Ventricular fibrillation with or without ventricular tachycardia

### G.46 Paralysis

Means the total and permanent loss of function of two or more limbs due to spinal cord injury or disease or brain injury or disease. This includes but is not limited to diplegia, hemiplegia, paraplegia, quadriplegia and tetraplegia.

### G.47 Parkinson’s Disease

Means the unequivocal diagnosis of degenerative idiopathic Parkinson’s disease as characterised by the clinical manifestation of one or more of:

- rigidity
- tremor
- akinesia from degeneration of the nigrostriatal system

All other types of parkinsonism, including secondary parkinsonism due to medication, are excluded.

### G.48 Partial Deafness

Means the total, irreversible and irreparable loss of hearing – both natural and assisted, in one ear as a result of disease, illness or injury as measured by audiogram.

### G.49 Partial Loss of Sight and/or Limbs

Means the total and irrecoverable:

- a) Loss of Sight of one eye, or
- b) Loss of use of one limb (where a limb is defined as one whole hand, or one whole foot).

Loss of Sight means the complete and irrecoverable loss of sight from any cause. If the extent of sight loss is such that correction measures can achieve neither visual acuity of 6/60, nor a field of vision 20 degrees of arc or greater, then this will be accepted as Loss of Sight.

### G.50 Pneumonectomy

Means the excision of an entire lung when deemed medically necessary by an appropriate specialist.

### G.51 Policy

Means the legal contract between the Policyowner and us made up of the Policy document, including the Policy Schedule.

### G.52 Policyowner

Is the owner of the Policy as identified on the Policy Schedule.

### G.53 Policy Schedule

Means the Policy schedule attached to this Policy document for Life Cover or Recovery Money Cover (as the content requires).

### **G.54 Primary Pulmonary Hypertension**

Means primary pulmonary hypertension associated with right ventricular enlargement established by cardiac catheterisation resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

Secondary pulmonary hypertension due to chronic lung disease is excluded.

### **G.55 Prostate Cancer – Other**

Means prostatic cancers that are excluded under the definition of Cancer in this Policy, and are histologically described as TNM classification T1(a) or T1(b) or another equivalent classification.

### **G.56 Renal Failure**

Means end stage renal failure presenting as chronic irreversible failure of both kidneys to function, requiring permanent regular renal dialysis.

### **G.57 Severe Burns**

Means tissue injury caused by thermal, electrical or chemical agents causing third degree burns to:

- at least 9%, but less than 20% of the Body Surface Area as measured by the 'rule of 9' of the Lund and Browder Body Surface Chart; or
- the whole of one hand or 50% or more of the surface area of both hands combined, requiring surgical debridement and/or grafting; or
- the whole of one foot or 50% or more of the surface area of both feet combined, requiring surgical debridement and/or grafting; or
- 50% or more of the surface area of the face, requiring surgical debridement and/or grafting.

### **G.58 Severe Osteoporosis**

Means the life insured before the age of 50:

- a) suffers at least two vertebral body fractures or a fracture of the neck of femur, due to osteoporosis, and
- b) has bone material density reading with a T-score of less than -2.5. This must be measured in at least two sites by dual energy x-ray absorptiometry (DEXA).

### **G.59 Severe Rheumatoid Arthritis**

Means you are diagnosed with severe rheumatoid arthritis by a Medical Practitioner acceptable to us. The diagnosis must confirm all of the following:

- a) Morning stiffness of the joints;
- b) Swelling and pain in the joints of at least three joint groups, involving the corresponding joints in both sides of the body. One of the groups must be joints on the fingers or toes, the knuckles of the hand or the wrist;
- c) Small nodular swelling beneath the skin;
- d) A positive rheumatoid factor test;
- e) X-ray evidence showing multiple and extensive changes to joints typical of rheumatoid arthritis; and
- f) Diffuse osteoporosis with severe hand and spinal deformity.

### **G.60 Sickness**

Is a sickness, disorder, or disease you suffer and which becomes apparent after the commencement date, or which is disclosed in accordance with provision A4.

### **G.61 Stroke**

Means any cerebrovascular accident or incident producing neurological sequelae. Evidence of infarction of brain tissue, intracranial and/or subarachnoid haemorrhage or embolisation from an extracranial source is required. Transient ischaemic attacks, reversible ischaemic neurological deficit, cerebral symptoms due to migraine and intracranial bleeding caused by a trauma are each excluded.

## G. Definitions continued

### G.62 Systemic Lupus Erythematosus with Lupis Nephritis

Means the unequivocal diagnosis of systemic lupus erythematosus according to internationally accepted criteria. Internationally accepted criteria would include the 'American College of Rheumatology revised criteria for the classification of Systemic Lupus Erythematosus'. The requirements for a Medical Practitioner acceptable to us to make a diagnosis of systemic lupus erythematosus in the clinical setting are the presence of any four or more of the 11 criteria listed in the table on the right. In addition to the diagnosis of systemic lupus erythematosus, lupus nephritis must be confirmed by renal changes as measured by a renal biopsy that is grade three to five of the WHO classification of Lupus Nephritis and be associated with persisting proteinuria greater than 0.5 grams per day or greater than 2+ if quantification not performed.

1. Malar rash	Fixed erythema, flat or raised, over the malar eminences, tending to spare the nasolabial folds.
2. Discoid rash	Erythematosus, raised patches with adherent kerotic scaling and follicular plugging, atrophic scarring may occur in older lesions.
3. Photosensitivity	Skin rash as a result of unusual reaction to sunlight, evidenced by a Medical Practitioner's report.
4. Oral ulcers	Oral or nasopharyngeal ulceration reported by a Medical Practitioner.
5. Arthritis	Non-erosive arthritis involving two or more peripheral joints, characterised by tenderness, swelling or effusion.
6. Serositis	Pleuritis – convincing history of pleuritic pain or pleuritic rub heard by a Medical Practitioner or evidence of pleural effusion. or Pericarditis – documented by ECG or rub or evidence of pericardial effusion.
7. Renal disorder	Persistent proteinuria greater than 0.5 grams per day or greater than 2+ if quantification not performed. or Tubular casts – may be red cell, haemoglobin, granular, cellular or mixed.
8. Neurological disorder	Seizures – in the absence of offending drugs or known metabolic derangements, eg. uraemia, ketoacidosis or electrolyte imbalance.
9. Hematologic disorder	Hemolytic anaemia – with reticulocytosis or Leucopenia – less than 3,500/mm <sup>3</sup> on two or more occasions or Thrombocytopenia – less than 100,000/mm <sup>3</sup> in the absence of offending drugs.
10. Immunologic disorder	Positive LE cell preparation or Anti-DNA: antibody to native DNA in abnormal titre or Anti-Sm (Smooth Muscle): presence of antibody to Sm nuclear antigen or False positive serologic test for syphilis known to be positive for at least six months and confirmed by Treponema pallidum immobilisation or fluorescent treponemal antibody absorption test.
11. Antinuclear antibody	An abnormal titre of antibody by immunofluorescence or an equivalent assay at any point in time and in the absence of drugs known to be associated with 'drug-induced lupus' syndrome.

### G.63 we, us, our, and MLC

Means MLC Limited ABN 90 000 000 402  
Australian Financial Services Licence Number 230694.

### G.64 you and your

Means the Life Insured as shown on the Policy Schedule.

## H. Other Optional Features

The following optional features apply provided they are shown in section 1.17 of the Policy Schedule and provided the appropriate additional premiums have been paid.

### H.1 Critical Illness Buy Back Option

One year after a valid claim form was lodged for which the Critical Illness Benefit was paid, the Policyowner will have the option to purchase an MLC Protection – Life Policy (death only) in respect of you.

This Option must be exercised within a period of 30 days from the first anniversary of when the valid claim form was lodged for which the Critical Illness Benefit was paid. We will accept a proposal provided:

- a) the Sum Insured does not exceed the Critical Illness Benefit paid;
- b) premiums will be charged at the appropriate rate for the then attained age based on the then current published term insurance rates;
- c) any original exclusions or special conditions applicable under this Policy will be maintained.

#### Exclusions

Where the Critical Illness Buy Back Option is exercised in conjunction with the Critical Illness Reinstatement Option the Indexation Benefit will not be available.

This benefit ceases at the Policy anniversary preceding age 70.

### H.2 Disability Benefit Option

Subject to the provisions of this Policy, if you suffer Total and Permanent Disability commencing after the commencement of the Disability Benefit, and while the Policy is in force, we will pay the Disability Benefit. The Death Benefit (if applicable) and Critical Illness Benefit (if applicable) provided by the Policy shall be reduced by any amount paid under the terms and conditions of this Disability Benefit.

Prior to the Policy anniversary preceding age 65 the following definition of Total and Permanent Disability applies

#### Definition

Total and Permanent Disability means that:

- a) you have suffered total and irrecoverable loss of the:
  - i) sight of both eyes, or
  - ii) use of two limbs (where a limb is defined as one whole hand or one whole foot), or
  - iii) sight of one eye and the use of one limb, or

- b) you have been unable to perform your own occupation for an uninterrupted period of at least three months due to Sickness or Injury and we believe, after consideration of medical and any other evidence, you are so disabled that you are unlikely ever to be able to perform your own occupation or other occupation for which you are suited by education training or experience which would pay remuneration at a rate greater than 25% of your earnings during your last 12 months of consecutive work, or
- c) as a result of Sickness or Injury, you are totally and permanently unable to perform at least two of the following five "Activities of Daily Living":
  - i) bathing and showering
  - ii) dressing and undressing
  - iii) eating and drinking
  - iv) using a toilet to maintain personal hygiene
  - v) moving from place to place by walking, wheelchair or with assistance of a walking aid.

Unless otherwise specified in Clause 1.17 of the Policy Schedule the above definition will apply.

Where Own Occupation is shown on the Policy Schedule, part (b) of the Definition of Total and Permanent Disability shall be substituted by the following definition, namely;

That you have been unable to perform your own occupation for an uninterrupted period of at least three months due to Sickness or Injury and we believe, after consideration of medical and any other evidence, you are so disabled that you are unlikely ever to be able to perform your own occupation.

Own occupation for this purpose means the occupation in which you were engaged immediately prior to the date of disability.

#### Partial Disability

If you have selected the any occupation or own occupation test a partial benefit is payable if you have suffered the total and irrecoverable loss of the:

- sight of one eye or
- use of one limb (where a limb is defined as one whole hand or one whole foot)

The partial benefit is limited to 25% of the disability Sum Insured or \$500,000 whichever is the lesser. Where 25% of the disability Sum Insured is less than \$10,000 then no benefit will be payable.

The partial benefit is not available for superannuation policies.

## H. Other Optional Features continued

### Home Duties

If your occupation immediately prior to the commencement of Total and Permanent Disability can be described as 'Home Duties', then 'Total and Permanent Disability' shall mean that you have, for an uninterrupted period of three months, been under medical supervision with complete inability to perform the majority of normal domestic duties, and we believe, after consideration of medical and any other evidence, you are unlikely ever to recover.

### Definition after Policy anniversary preceding age 65

Following the Policy anniversary preceding age 65 the following definition of Total and Permanent Disability applies:

Total and Permanent Disability means a you are correctly diagnosed as being unable to perform the "Activities of Daily Living" as defined in provision H.3.

Following the Policy anniversary preceding age 65, the above definition applies irrespective of your occupation and irrespective of whether the Policy Schedule shows Own Occupation or Any Occupation.

### Proof of disability

Written notice of Total and Permanent Disability must be given to us as soon as is reasonably possible. Due proof of Total and Permanent Disability must be provided to us and may include an examination of you by a Medical Practitioner designated by us. No Disability Benefit will be paid for a Total and Permanent Disability which commenced more than one year before we received proof of the Disability.

### Exclusions

No Benefits shall be payable under this Option if Total and Permanent Disability occurs as a result of:

- a) attempted suicide committed while either sane or insane; or
- b) intentionally self inflicted Injury committed while either sane or insane; or
- c) participation in insurrection.

### H.3 Activities of Daily Living Benefit

Subject to the provisions of this Policy, if you become unable to perform the "Activities of Daily Living" commencing after the commencement of the Activities of Daily Living Benefit, and while the Policy is in force, we will pay the Activities of Daily Living Benefit. The Death Benefit (if applicable) and Critical Illness Benefit (if applicable) provided by the Policy shall be reduced by any amount paid under the terms and conditions of this Activities of Daily Living Benefit.

### Definition

Being unable to perform the Activities of Daily Living means either:

- a) you have suffered total and irrecoverable loss of the:
  - i) sight of both eyes, or
  - ii) use of two limbs (where a limb is defined as one whole hand or one whole foot), or
  - iii) sight of one eye and the use of one limb, or
- b) as a result of Sickness or Injury, you are totally and permanently unable to perform at least two of the following five "Activities of Daily Living":
  - i) bathing and showering
  - ii) dressing and undressing
  - iii) eating and drinking
  - iv) using a toilet to maintain personal hygiene
  - v) moving from place to place by walking, wheelchair or with assistance of a walking aid, or
- c) you are totally and permanently suffering a cognitive impairment requiring ongoing continuous care and supervision of another adult.

### Proof of disability

Written notice that you are unable to perform the Activities of Daily Living must be given to us as soon as is reasonably possible. Due proof that you are unable to perform the Activities of Daily Living must be provided to us and may include an examination of you by a Medical Practitioner designated by us. No Activities of Daily Living Benefit will be paid for an inability to perform Activities of Daily Living which commenced more than one year before we received proof of such inability.

### Exclusions

No Benefits shall be payable under this Option if the inability to perform the Activities of Daily Living occurs as a result of:

- a) attempted suicide committed while either sane or insane; or
- b) intentionally self inflicted injury committed while either sane or insane; or
- c) participation in insurrection.

### H.4 Disability Buy Back Option

14 days after the payment of the Disability Benefit, the Policyowner will have the option to purchase death cover under an MLC Protection – Life contract in respect of you.



This option can only be exercised within the period between 14 and 44 days after the payment of the Disability Benefit. If your Policy includes this option we will provide cover on the following basis:

- a) the Sum Insured does not exceed the Disability Benefit paid; and
- b) premiums will be charged at the appropriate rate for the attained age next birthday based on the current published term insurance rates at that time; and
- c) any original exclusions or special conditions will be maintained.

#### **Exclusions**

Where the Disability Buy Back Option is exercised in conjunction with the Critical Illness Reinstatement Option the Indexation Benefit will not be available.

This Option ceases at the Policy anniversary preceding age 65.

### **H.5 Waiver of Premium Option**

This option provides for future premiums to be waived while you are Totally Disabled for an extended period, or become Retrenched.

If you are Totally Disabled for at least three continuous months we will waive subsequent premiums falling due up to the Policy anniversary prior to your 65th birthday provided that Total Disability continues ("Waiver Period"). While the Waiver Period is in operation CPI indexation ceases.

If you elect to exercise one or more of the Critical Illness or Disability Buy Back Options and the Business Protection Option during the Waiver Period, any additional premium payable will not be waived.

Total Disability means we are satisfied that:

- a) you have suffered total and irrecoverable loss of the:
  - i) sight of both eyes, or
  - ii) use of two limbs (where a limb is defined as one whole hand or one whole foot), or
  - iii) sight of one eye and the use of one limb, or
- b) you have been unable to perform your own occupation (or other occupation for which you are suited by education training or experience) for an uninterrupted period of at least three months due to Sickness or Injury.

If you are wholly engaged in full time unpaid domestic duties at the date of the event causing Total Disability, then for the purposes of determining if you suffer Total Disability, 'occupation for which you are suited by education, training or experience' shall be taken to include unpaid domestic duties. You must be disabled to such an extent that you are confined to your place of principal residence unless assisted.

If you become Retrenched we will waive premiums for a cumulative period of 12 months during the life of the Policy.

For the purposes of this option you will be considered Retrenched, if after this Policy has been in force for at least 6 months, you become involuntarily unemployed and register with Centrelink or a recognised employment agency.

#### **Termination**

The benefits provided by this Option will terminate on the earliest of the following events:

- a) if the Policy terminates, or
- b) on the Policy Anniversary prior to your 65th birthday, or
- c) on your death, or
- d) for waiver due to Total Disability, you cease to be Totally Disabled, or
- e) for waiver due to Retrenchment, you cease to be unemployed or the 12 month cumulative period is exhausted.

#### **Proof of disability**

Written notice of Total Disability must be given to us as soon as is reasonably possible. Proof of Total Disability must be provided to us and may include an examination of you by a Medical Practitioner designated by us. No Waiver of Premium Benefits will be paid for a Total Disability which commenced more than one year before we received proof of the disability.

#### **Exclusions**

No benefit shall be payable under this Option if Total Disability occurs as a result of:

- a) attempted suicide committed while either sane or insane, or
- b) intentionally self inflicted injury committed while either sane or insane, or
- c) participation in insurrection.

#### **Premiums**

The premium for this Option will be calculated as a percentage of the premium for your other benefits with that percentage also being increased by any loadings advised in accordance with Provision A.15.

### **H.6 Business Protection Option**

#### **Benefits**

The Policyowner will have the option to increase the Death Benefit, without further medical evidence, subject to the following conditions. The Policyowner can exercise this right to apply for an increase in cover once in each Policy year. The Policyowner may also increase your Disability Benefit and/or Critical Illness Benefit if the Schedule shows this Option as applying to Disability and/or Critical Illness.

## H. Other Optional Features continued

In the application to purchase this Option, the Policyowner must covenant that the reason for applying to purchase the Option is one of the following Purposes:

- a) Business Succession Planning; or
- b) Loan Guarantor Insurance; or
- c) Key Person Insurance (the Business Protection Option cannot be used for this purpose if the Policy is owned by a superannuation fund).

The conditions applying to this Option will vary according to the Purpose identified by the Policyowner, and are set out below.

### Premiums

Premiums for the increase in insurance will be based on those rates applicable at the time of exercising an Option increase and will be based on your age next birthday, at the time of increase, and other rating factors in use by us, but shall not be affected by changes to your health since the date the Business Protection Option was purchased.

### Amount of Option increase

The Policyowner may increase the Death Benefit by any amount that we approve, by exercising the Option in accordance with the following conditions, but in no event will the Death Benefit exceed the following:

- a) For Business Succession Planning Purpose: 3 times the Death Benefit when the Option was first purchased or \$15 million, whichever is less.
- b) For Loan Guarantor or Key Person Insurance Purpose: 3 times the Death Benefit when the Option was first purchased or \$5 million, whichever is less.

For policies with the Disability Benefit, the Policyowner may increase the Disability Benefit to three times the Sum Insured when the Option was first issued or \$3 million – whichever is less. In addition should three times the disability Sum Insured exceed \$3 million the Policyowner has the option to apply for the excess over \$3 million to be purchased under the Activities of Daily Living Benefit. However the aggregate of the Disability Benefit and Activities of Daily Living Benefit may not exceed the lesser of \$5 million and the Death Benefit under the Policy (if applicable).

For policies with the Critical Illness Benefit, the Policyowner may increase the Critical Illness Benefit to three times the Sum Insured when the Option was first purchased or \$2 million – whichever is less. However the Critical Illness Benefit may not be increased to an amount in excess of the Death Benefit under the Policy (if applicable).

### Exercising this Option

To exercise the Option the Policyowner must apply to us in writing and provide any other financial evidence, relating to

the business and the Purpose identified by the Policyowner at the commencement of the Option, that we might request.

For the Business Succession Planning Purpose, this will include, but is not limited to, a Valuation of the Business to satisfy us that the value of the Insured's financial interest in the business is at least equal to the increased amount of insurance.

Any increase in the Sum Insured proposed is subject to our agreement, which agreement will not be unreasonably withheld.

### Exclusions

An increase in the Sum Insured acquired by exercising this Option shall not be payable if you die by intentionally self inflicted act committed while either sane or insane within thirteen (13) months after the date of exercising the Option.

Any increase in Disability Benefit acquired by exercising this Option remains subject to the Exclusions in provision H.2 and H.3.

Any increase in the Critical Illness Benefit acquired by exercising this Option remains subject to Coverage provisions in D.4, E.4 and F.4.

### Expiry of Business Protection Option

The Business Protection Option, and the Policyowner's obligation to pay premiums for this Option, terminates at the first to occur of:

- a) the Policy terminating as set out in provision J, or
- b) the Policy Anniversary immediately prior to your 65th birthday, or
- c) the premium for this Option is not paid when due; or
- d) the Policyowner notifies us in writing that the Policyowner wishes to cancel this Option.

If the Option is not exercised at least once in any 3 year period, then the Option will expire (unless the Policyowner can demonstrate to our satisfaction that the financial evidence relating to your business and the Purpose identified by the Policyowner, in respect of that period, did not support an increase in the Sum Insured).

### H.7 Critical Illness Reinstatement Option

One year after a valid claim form was lodged for which the Critical Illness Benefit was paid, the Policyowner will have the option to purchase an MLC Protection – Recovery Money contract in respect of you.

This Option must be exercised within a period of 30 days from the first anniversary of when the valid claim form was lodged for which the Critical Illness Benefit was paid. We will accept a proposal provided:

- a) you do not have to provide further medical evidence;
- b) the critical illness Sum Insured must not exceed 100% of the Critical Illness Benefit paid;
- c) an additional premium will be charged at the appropriate rate for the then attained age next birthday based on the then current published term insurance rates;
- d) Consumer Price Indexation will not be available;
- e) any original exclusions or special conditions applicable under your Policy will be maintained.

If you are subsequently diagnosed with a critical illness, we will pay a claim under the reinstated cover provided the critical illness event arose after the critical illness cover was reinstated, subject to the conditions below.

We will not pay a claim under the reinstated cover if the critical illness claimed:

- a) is the same as the original critical illness event; or
- b) has occurred as a direct or indirect result of the original critical illness event; or
- c) is a Cardiovascular Related Illness and the original critical illness event was also a Cardiovascular Related Illness; or
- d) is a Stroke (including Paralysis as a result of a Cerebrovascular Accident) and the original critical illness event was a Cardiovascular Related Illness;

In the above paragraph, Cardiovascular Related Illness means any of Coronary Artery By-Pass Surgery, Heart Attack, Heart Surgery, Cardiomyopathy, Open Heart Surgery, Out of Hospital Cardiac Arrest, Primary Pulmonary Hypertension (as defined).

This option cannot be exercised where:

- a) a Disability Benefit, Activities of Daily Living Benefit, Severe Illness Benefit or Terminal Illness Benefit is paid; or
- b) a partial benefit is paid for Coronary Artery Disease, Multiple Sclerosis, Muscular Dystrophy or Parkinson's Disease.

This Option ceases at the Policy anniversary preceding age 70.

## H.8 Accidental Death Benefit

Subject to the provisions of this Policy, should you die as a result of an Accident and your death occurs within 90 days of the Accident an additional amount of Death Benefit will be payable.

The additional amount of Death Benefit payable will be the lesser of the death Sum Insured or \$1,000,000.

Accident means an event causing death directly by violent, accidental, external and visible means, independent of other causes.

## Exclusions

The Accidental Death Benefit will not be payable if your death is caused directly or indirectly by suicide, attempted suicide, self-inflicted illness or injury or participation in insurrection.

## H.9 Child Critical Illness Benefit

By taking this option the Policy is extended to include death or critical illness cover on the life of the child or children specified in section 1.17 of the Policy Schedule ('Insured Child'). If an Insured Child dies or is correctly diagnosed with one of the following critical illnesses (as defined) at any time up to the Policy anniversary preceding the Insured Child's 21st birthday, we will pay the Child Critical Illness Benefit to the owner of the Policy.

The critical illnesses covered are:

Aplastic Anaemia  
 Benign Intracranial Tumour  
 Blindness  
 Cancer  
 Cardiomyopathy  
 Coma  
 Deafness  
 Encephalitis  
 Heart Attack  
 Intensive Care  
 Liver Disease  
 Loss of Limbs and/or Sight  
 Loss of Speech  
 Major Burns  
 Major Head Trauma  
 Major Organ Transplant  
 Meningitis and/or Meningococcal Disease  
 Open Heart Surgery  
 Out of Hospital Cardiac Arrest  
 Paralysis  
 Primary Pulmonary Hypertension  
 Renal Failure  
 Stroke

Upon payment of the Child Critical Illness Benefit the cover for that Insured Child will cease and no further Child Critical Illness Benefit will be payable in respect of that Insured Child.

The Child Critical Illness Benefit will not be increased by Indexation increases.

## H. Other Optional Features continued

### Termination of cover

The Child Critical Illness Benefit in respect of each Insured Child will cease on the earliest of the following events:

- a) The Policy anniversary preceding the Insured Child's 21st birthday;
- b) Payment of the Child Critical Illness Benefit in respect of the Insured Child;
- c) The Insured Child applies for an insurance policy under the continuation of Insurance cover;
- d) The Policy is terminated in accordance with provision J.

### Continuation of insurance cover

At the Policy anniversary following the Insured Child's 16th birthday and prior to the Policy anniversary preceding the Insured Child's 21st birthday, the Insured Child will have the option to apply for an insurance policy for the same death and critical illness Sum Insured without the requirement to provide any medical evidence. The application must be received, at the latest, within 30 days of the Policy anniversary preceding the Insured Child's 21st birthday.

### Exclusions

No payment will be made for Cancer, Cardiomyopathy, Heart Attack, Open Heart Surgery, or Out of Hospital Cardiac Arrest if the condition is diagnosed, or symptoms leading to diagnosis become reasonably apparent, before or within three months of the commencement or reinstatement of the Policy.

No payment will be made if the event causing the death or critical illness condition was caused by:

- a) a congenital condition, or
- b) an intentional act of Insured Child's parent or guardian, or
- c) an intentional act of someone who lives with or supervises the Insured Child, or
- d) an intentional act of the Policyowner.

### H.10 Severe Illness Benefit

By taking this option your Policy is extended to include the following severe illnesses. If you are correctly diagnosed with one of the following severe illnesses (as defined) at any time up to the Policy anniversary preceding your 70th birthday we will pay a Severe Illness Benefit as a lump sum.

The severe illnesses covered are:

Breast Cancer – Other  
Diabetes – Other  
Female Cancer – Other  
Major Organ Transplant Waiting List  
Male Cancer – Other  
Melanoma  
Partial Deafness

Partial Loss of Sight and/or Limbs

Prostate Cancer – Other

Severe Burns

Severe Osteoporosis

Severe Rheumatoid Arthritis

Systemic Lupus Erythematosus (SLE) with lupus nephritis

Any payment of the Severe Illness Benefit will reduce the amount of Death Benefit, Critical Illness Benefit and, where applicable, the Disability Benefit.

### Multiple benefits

We will pay multiple benefits under the Severe Illness Benefit subject to the following:

- a) The total of all payments does not exceed the critical illness Sum Insured,
- b) We will only pay once for each condition covered under the Severe Illness Benefit.

### Termination of cover

The Severe Illness Benefit will cease on the earliest of the following events:

- a) The Policy anniversary preceding your 70th birthday;
- b) You die; and
- c) The Policy is terminated in accordance with provision J.

### Exclusions

The Severe Illness Benefit will not be payable if it is shown that you do not have the condition which has been diagnosed.

No payment will be made for Breast Cancer – Other, Female Cancer – Other, Male Cancer – Other, Melanoma or Prostate Cancer – Other if the condition is diagnosed, or symptoms leading to diagnosis become reasonably apparent, before or within three months of the commencement or reinstatement of the Policy.

Where disability cover applies, the Severe Illness Benefit payable will be reduced by any partial amounts paid under the Disability Benefit, which may reduce the Severe Illness Benefit to nil.

### H.11 Occupationally Acquired Hepatitis B and Hepatitis C Benefit

Subject to the provisions of this Policy should you be correctly diagnosed with Occupationally Acquired Hepatitis B and Hepatitis C (as defined within Provision G) an additional amount of critical illness Sum Insured will be payable.

The additional amount of critical illness Sum Insured will be the lesser of the critical illness Sum Insured or \$ 500,000.

Payment of the Occupationally Acquired Hepatitis B and Hepatitis C Benefit will not reduce the critical illness Sum Insured.

This option ceases at the Policy anniversary preceding age 70.

## I. Associated Policies

This provision applies to MLC Protection – Life, MLC Protection – Recovery Money and MLC Protection – Flexible Recovery Money policies (plus any Optional Features under provision H).

If this Policy has been written in conjunction with an MLC Protection – Flexible Recovery Money policy the following shall apply:

- a) In the event of a payment under the MLC Protection – Flexible Recovery Money policy, the Death Benefit and Terminal Illness Benefit and, if applicable, the Disability Benefit under the MLC Protection – Life policy shall be reduced by the amount actually paid under the MLC Protection – Flexible Recovery Money policy. Any remaining Death and Disability Benefits under this MLC Protection – Life policy shall continue upon payment of the appropriate premium.
- b) In the event of a payment under the MLC Protection – Life or MLC Protection – Recovery Money policy, the amount of critical illness Sum Insured under the MLC Protection – Flexible Recovery Money policy will be reduced by the amount actually paid out under the MLC Protection – Life or MLC Protection – Recovery Money policy.
- c) If the death Sum Insured reduces to zero as a result of (a) above then the MLC Protection – Life or MLC Protection – Recovery Money and MLC Protection Flexible Recovery Money policy will cease.
- d) If both the critical illness Sum Insured and disability Sum Insured under the MLC Protection Flexible Recovery Money policy reduce to zero as a result of (b) above then the MLC Protection Flexible Recovery Money policy will cease.

## J. Termination of Cover

This section applies to all policies.

The cover with us terminates and no benefit is payable thereafter on the first to occur of one of the following events:

### J.1 Generally:

- a) when you die, or
- b) when the Policy is cancelled due to non-payment of a premium (which is further explained under provisions A.13 and A.14).

### J.2 MLC Protection – Life Cover:

The Policy anniversary prior to your 90th birthday (but see below)

### J.3 MLC Protection – Life Cover issued as superannuation Policy:

- a) cover may be cancelled if at any time the superannuation fund through which the Policy is held ceases to be a complying superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993: and
- b) cover will automatically terminate on the Policy anniversary before your 75th birthday. If you wish to take advantage of the option under provision A.19 to continue cover under a non-superannuation Policy, you will need to advise us in writing in accordance with that condition.

### J.4 MLC Protection – Recovery Money:

- a) the Policy anniversary prior to your 90th birthday, or
- b) when a Critical Illness claim is admitted by us (other than payment of a partial claim for Coronary Artery Disease under provision G.12, or payment of a Child Critical Illness Benefit under provision H.9 (if applicable), or payment of a Severe Illness Benefit under provision H.10 (if applicable)).

### J.5 MLC Protection – Flexible Recovery Money:

- a) the Policy anniversary prior to your 90th birthday, or
- b) when a Critical Illness claim is admitted by us (other than payment of a partial claim for Coronary Artery Disease under provision G.12, or payment of a Child Critical Illness Benefit under provision H.9 (if applicable), or payment of a Severe Illness Benefit under provision H.10 (if applicable)) or,
- c) the approved MLC Protection – Life insurance contract written in conjunction with this Policy is terminated

### J.6 MLC Protection – Stand Alone Recovery Money:

- a) the Policy anniversary prior to your 90th birthday, or
- b) when a Critical Illness claim is admitted by us (other than payment of a partial claim for Coronary Artery Disease under provision G.12, or payment of a Child Critical Illness Benefit under provision H.9 (if applicable), or payment of a Severe Illness Benefit under provision H.10 (if applicable)).

### J.7 Disability Benefit:

- a) the Policy anniversary prior to your 90th birthday, or
- b) when a Disability Benefit claim is admitted by us, or
- c) when the Policyowner no longer has any of MLC Protection – Life Cover or Recovery Money or MLC Protection – Flexible Recovery Money or MLC Protection – Stand Alone Recovery Money cover.

### J.8 Other Benefits:

All other benefits will cease on the earlier of the time indicated for that benefit in this Policy, or when the Policyowner no longer has any of MLC Protection – Life Cover or Recovery Money Cover or MLC Protection – Flexible Recovery Money or MLC Protection – Stand Alone Recovery Money cover.

Subject to the provisions of this Policy and every alternation to it, this Policy is free from any restrictions regarding foreign travel, residence and occupation.

## K. Memorandum of Transfer

	MEMORANDUM OF TRANSFER	MEMORANDUM OF TRANSFER
Date of Transfer		
Signature of Transferor		
Witness		
Transferee's Name in Full		
Transferee's Address		
Transferee's Occupation		
Signature of Transferee		
Witness		
Date of Registration of Transfer by Company		
Signature of Principal Officer of Company or Person authorised by him		

## L. Endorsement



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