

# Income Insurance and Business Expenses Insurance

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## **A Important information**

### **A.1 Keep this document safe**

Please keep all plan documents and schedules in a safe place. You will need them when you make a claim. You may also want to check something in them from time to time. In addition to these documents, we will send to you a notice at least once a year setting out your premium and charges.

If there is something in these documents that you do not understand, please speak to your adviser or call our representative on 132 987.

In this document, general information and definitions are found in Parts A, B, C and I.

You may be entitled to a benefit under the plan in the circumstances set out in Part D.

The amounts we will pay you will be calculated in accordance with the terms set out in Part D.

There are some circumstances in which we will not pay you the benefit. Those are set out in Part E.

The procedure for you to make a claim is described in Part F.

Information about premiums and charges is set out in Part G.

The ways that the plan can be brought to an end are described in Part H.

### **A.2 This plan is not a savings plan**

This is not a savings plan. It has no 'cash' value. This means you are not entitled to:

- any payment if you end the plan, or
- share in any of our profit or surplus.

### **A.3 Cooling-off period**

You have 28 days from when you receive this plan document to check that the plan meets your needs. This is known as the cooling-off period. Within this period you may cancel the plan and we will refund any premiums paid. Your request must be in writing.

### **A.4 Changing to a new plan**

If you are not satisfied with your plan, please tell us. We may be able to change the plan to satisfy you. Changing to a new plan may require a reassessment of the person insured's health, occupation, pastimes and place of residence. It is usually better to modify your plan rather than to end it and start a new one.

### **A.5 Where we put your money**

We pay your premiums into a fund called Statutory Fund No. 1. The fund is regulated under the Life Insurance Act 1995.

### **A.6 Legislation**

The plan is issued subject to the Life Insurance Act 1995, the Insurance Contracts Act 1984, the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997 and any other Act of Parliament controlling the terms of insurance contracts.

### **A.7 Taxation**

The premiums payable are tax deductible and benefits received form part of assessable income. However, premiums paid for the accident lump sum option or the occupationally acquired **HIV**, Hepatitis B and Hepatitis C option are not tax deductible and benefits received are not assessable for income tax.

### **A.8 Warning**

The plan is provided on the understanding that your Application form was filled in completely and accurately. It is also based on your acknowledgement that you have read and understood the material on the Application form about what you and the person insured must tell us ('your duty of disclosure'). This is very important. For your convenience, we repeat that information here. Please read it again.

### **A.9 Your duty of disclosure**

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

You and the person insured have the same duty to disclose those matters to the insurer before you renew, extend, vary, or reinstate a contract of life insurance. Your duty, however, does not require disclosure of a matter:

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

### **A.10 Non-disclosure**

If you or the person insured fail to comply with your duty of disclosure (or make a misrepresentation to us) and we would not have entered into the contract on any terms if you or the person insured had complied with your duty of disclosure (or made no misrepresentation to us) we may avoid the contract within three years of the commencement date. If your non-disclosure (or misrepresentation) is fraudulent, we may avoid the contract at any time.

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

### **A.11 Continuing your insurance cover**

**Where the schedule specifies the occupation category as MP, AA, A, B, C, D or F**

As long as you pay the premiums on time and comply with the terms set out in this document we will:

- pay you benefits in Australian dollars when you are entitled to them
- continue the plan until the plan ends or the Expiry date, as set out in the schedule, and
- not place any further conditions such as exclusions or loadings on the plan.

We will do so no matter how many claims you make, what happens to the person insured's health, whether the person insured's occupation changes, and what pastimes the person insured has.

**Where the schedule specifies the occupation category as BY, CY or DY, and following a claim for sickness or injury**

We may, from three years after the plan commencement date shown in your schedule:

- continue your plan on the same terms that applied before the sickness or injury claim, or
- offer to continue your plan by applying exclusions, premium loadings and/or special conditions to your plan subject to your agreement, or
- cancel your plan.

If we wish to apply exclusions, premium loadings and/or special conditions following the end of a claim period, we will send you a written notice prior to the next policy anniversary date. You will have 30 days from the date of the notice to confirm your agreement, after which time your plan will end and cover under this policy will automatically cease.

If we cancel your plan, we will send you a written notice. Your plan will end 30 days after you have received the notice from us.

### **A.12 Plan fee waiver on additional plans**

Subject to agreement with us, if you have other plan(s) with us we may waive the plan fee on the second and subsequent plan(s). There are limitations on which plans this applies to. Please contact us for full details.

The schedule shows which plan is a primary plan and which plan(s) have had the plan fees waived.

### **A.13 How to deal with any concerns you or the person insured may have**

If you or the person insured have an inquiry or complaint about the plan or benefit entitlement, please contact our Customer Service Centre on the toll free number 132 987. Alternatively, you or the person insured may wish to write to:

AMP  
PO Box 14330  
MELBOURNE VIC 8001

We will acknowledge inquiries and written complaints in writing within 10 days of receipt. We will provide the same acknowledgment for complaints received over the telephone, unless they can be resolved in a timely manner. The complaint will be considered by us and a response will be provided within 45 days after receipt of the complaint.

If, after 45 days, you are not satisfied with the way your inquiry or complaint was handled or with our response, you can seek assistance from the Financial Ombudsman Service (FOS).

You can contact the Financial Ombudsman Service on 1300 780 808 or write to:

Financial Ombudsman Service  
GPO Box 3  
MELBOURNE VIC 3001

Fax: (03) 9613 6399  
Email: info@fos.org.au

All correspondence to FOS should include the reference A-164.

## **B General**

### **B.1 About this document**

This document applies to the insurance cover listed on the schedule it is attached to. Any reference to 'plan' in this document applies to any plan or plans listed in the schedule.

Some words in the plan have a particular meaning. These 'defined terms' are shown in **bold italics** and the meaning is explained in clause I.2.

This document also applies to the insurance **options** listed in clause I.2. Any reference to 'option' in this document only applies to those options specified in the schedule.

Except where otherwise indicated, all parts of this document apply to your plan.

The plan document, the Application form and the schedule are all evidence of your contract with us.

The plan is issued by The National Mutual Life Association of Australasia Limited (ABN 72 004 020 437), referred to in the plan as 'us' or 'we'.

In the plan, the following terms refer to information set out in the schedule:

- Plan type
- Occupation category
- **Benefit period**
- **Waiting period**
- Commencement date
- Expiry date
- Premium structure, and
- **Renewal date.**

Each plan and option starts on the Commencement date, and ends on the Expiry date, specified in the schedule, unless it is ended by you or us before then.

### **B.2 Notices**

Any notice we give each other must be in writing. It can be given in any way allowed by law. Any notice we give to you by post will be at the last address you gave us.

### **B.3 Who is insured?**

Normally, the person who is insured and the person to whom we pay the benefit are the same person. However, sometimes they are different. In the plan:

- the person who is insured is called ‘the person insured’ and is named in the schedule, and
- the person who is paid the benefit is called ‘the plan owner’ and is named in the schedule and is referred to as ‘you’.

You can only transfer your rights under the plan to someone else if you get our written consent first.

### **B.4 Eligibility for more than one benefit at a time**

If the person insured suffers more than one *injury* or *sickness*, or both, at the same time, we will only pay a benefit for either one *injury* or one *sickness* (‘the condition’). We will do this regardless of whether the sicknesses or injuries are related. We will determine the condition for which we pay the benefit, based on medical and other evidence.

### **B.5 Changes to your Plan**

#### *Upgrade of benefits*

If we make future improvements to your plan, and such improvements do not result in an increase in premium rates, we will pass these changes on to you without you having to provide us with any medical evidence or evidence regarding the person insured’s occupation, pastimes or place of residence.

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

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

If the person insured is on claim at the time of the upgrade, it will not apply until six months after the claim has ended.

#### *Occupation category*

We may reclassify the person insured’s occupation into another occupation category based on the claims history of the person insured’s occupation. If we do this, it will apply to all persons insured of the same occupation. A change to the person insured’s occupation category may result in a different premium being applied.

Premiums may also change in other circumstances in the manner set out in Part G.

### **B.6 We will increase the monthly benefit on the schedule by at least the increase in the Consumer Price Index (CPI)**

#### **Where the schedule specifies the Income Insurance Premier Plan, the Income Insurance Plus Plan, the Income Insurance Plan or the Business Expenses Insurance Plan**

Each year on the *renewal date*, we will increase the monthly benefit on the schedule by 3 per cent or the increase in the CPI, whichever is the greater. Your premium will increase as a result of this increase in the benefit amount. You may decline the benefit amount increase for any particular year or for all years by writing to us.

The increase to the monthly benefit on the schedule only applies to a claim you make under the plan that happens after the date of the increase. If the person insured suffers the *injury* or *sickness* before the increase, or is on a claim at the time of the increase, the monthly benefit on the schedule at the start of the claim will apply. The increased monthly benefit on the schedule will only apply for any later and separate claims. The increased benefit amount will be reflected in your premiums.

We will not increase the monthly benefit on the schedule after the person insured’s 65th birthday.

#### *The CPI information we use*

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

### **B.7 24 hour worldwide cover**

Subject to the terms and conditions of the plan, we will cover the person insured 24 hours a day and if he or she travels overseas.

## **C Included benefits and optional benefits available**

Each plan has one or more benefits available, which we will pay to you upon the circumstances nominated in Part D. Availability of benefits is subject to conditions. Some plans also allow the addition of optional benefits for an extra premium.

## C.1 Included benefits

Refer to Part D for details of the included benefits.

Benefit	Income Insurance Premier Plan	Income Insurance Plus Plan	Income Insurance Plan	Income Insurance Senior Plan	Business Expenses Insurance Plan
Total disability benefit	✓	✓	✓	✓	✓
Partial disability benefit, where the person insured has been totally disabled during the waiting period	✓	✓	✓	X	✓
Partial disability benefit, where the person insured has not been totally disabled during the waiting period	✓	X	X	X	X
Attempted return to work during the waiting period	✓	✓	✓	X	✓
Attempted return to work during the benefit period	✓	X	X	X	X
Payment of 100% of the benefit where no appropriate work is available	✓ <sup>§</sup>	X	X	X	X
Death benefit	✓	✓	X	X	✓
Elective or cosmetic surgery benefit	✓	✓	✓*	X	✓*
Family carer's income benefit	✓	✓	X	X	X
Family member's accommodation benefit	✓	✓	X	X	X
Home coming costs benefit	✓	✓	X	X	X
Leave without pay continuation benefit	✓	✓	✓	X	X
Nursing care benefit	✓	✓	X	X	X
Premium freeze	✓	✓	✓	✓	✓
Recurring disability benefit	✓	✓	✓	X	✓
Rehabilitation expenses benefit	✓	✓	✓	X	X
Rehabilitation programme benefit	✓	✓	X	X	X
Right to convert 730 day waiting period to 90 day waiting period	✓	✓	✓	X	X
Right to take out an Income Insurance Senior Plan	✓ <sup>†</sup>	✓ <sup>†</sup>	✓ <sup>†</sup>	X	X
Special care benefit	✓	✓	X	X	X
Specific injuries and sickness benefit	✓	✓	✓	X	X
Unemployment continuation benefit	✓	✓	✓	X	X
Unemployment premium waiver benefit	✓	✓	X	X	X
Waiver of premium	✓	✓	✓	✓	✓

## C.2 Optional benefits

Each option below may be added to the plan, for an extra premium. Each option is only valid if it is specified in the schedule. Where an option is specified in the schedule, the option forms part of the plan ('the plan') it is attached to.

Refer to Part D for details of the optional benefits.

Optional benefit	Income Insurance Premier Plan	Income Insurance Plus Plan	Income Insurance Plan	Income Insurance Senior Plan	Business Expenses Insurance Plan
Accelerated accident option	✓	✓	✓	X	X
Accident lump sum option	✓	✓	✓	X	X
Cover boost option <sup>†</sup>	✓	✓	✓	X	X
Increasing claim option	✓	✓	✓	X	X
Indemnity	✓	✓	✓ <sup>‡</sup>	Indemnity plan only	Indemnity plan only
Occupationally acquired HIV, Hepatitis B and C option (available to medical occupations classified as MP or AA only)	✓	✓	X	X	X
100 per cent superannuation guarantee contributions option	✓	✓	✓	X	X

\* Available for occupation categories MP, AA, A, B, C, D and F only.

† Available for occupation categories MP, AA and A only.

‡ Mandatory for occupation categories F, BY, CY and DY.

§ Not available for 'C' rated mining industry occupations.

## D When you will receive a benefit

### D.1 Income Insurance Premier Plan

#### D.1.1 Total disability benefit

If the person insured is totally disabled, we will pay you the **Total disability benefit**.

The **Total disability benefit amount** is calculated monthly and we will pay you half a month in arrears and half a month in advance.

#### For all occupations except 'C' rated mining industry occupations

The person insured is totally disabled if, because of an **injury** or **sickness**, he or she is:

- not working in any occupation (whether paid or unpaid), and
- under **medical care**, and
  - unable to do one or more duties that are important and essential in producing income of his or her occupation, or
  - unable to do the duties that are important and essential in producing income of his or her occupation for more than 10 hours per week, or
  - unable to generate more than 20 per cent of his or her **pre-disability income**.

#### For 'C' rated mining industry occupations

The person insured is totally disabled if, because of an **injury** or **sickness**, he or she is:

- not working in any occupation (whether paid or unpaid), and
- under **medical care**, and
  - not capable of doing one or more duties that are important and essential in producing income of his or her occupation, or
  - not capable of doing the duties that are important and essential in producing income of his or her occupation for more than 10 hours per week, or
  - not capable of generating more than 20 per cent of his or her **pre-disability income**.

#### All occupations

If immediately preceding a claim the person insured has been unemployed for 15 months or more, or on leave without pay for 12 months or more, he or she is totally disabled if, because of an **injury** or **sickness**, he or she is:

- not capable of performing any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience
- not working in any occupation (whether paid or unpaid), and
- under **medical care**.

The person insured must meet the requirements for making a claim (as set out in Part F).

#### D.1.1.1 How much we pay

The amount we pay you depends on the plan type specified in the schedule.

#### Where the schedule specifies the plan type as Agreed Value

The **Total disability benefit amount** is the monthly benefit as set out in the schedule. The **Total disability benefit amount** may vary in the ways set out in the plan. However, as long as the details given to us at the Commencement date of the plan about the person insured's **income** on the Application

form were full and accurate, we guarantee we will not reduce the **Total disability benefit amount**.

#### Where the schedule specifies the plan type as Indemnity Option

The **Total disability benefit amount** is the lesser of:

- the monthly benefit set out in the schedule, and
- 75 per cent of the person insured's **pre-disability income**.

#### Where the schedule specifies the benefit period is to age 70

Regardless of the age of the person insured when they become totally disabled or partially disabled, when the person insured is over 65 the **Total disability benefit amount** changes to a percentage of the monthly benefit set out in the schedule. The following table sets out the percentages:

Age last birthday	% of monthly benefit
65	100
66	80
67	60
68	40
69	20

#### D.1.1.2 Offset amounts

#### Where the schedule specifies the occupation category as MP, AA or A

##### When we will offset your benefit

We will reduce the **Total disability benefit amount** we pay you by any amount which is paid (whether by lump sum, periodic payment or otherwise) for any **sickness** or **injury** under any other disability income, sickness or accident plan with another company which commenced or had been applied for by or on behalf of the person insured prior to this plan and was not disclosed to us before this plan commenced.

Such amounts are defined under this plan as **offset amounts**.

If an amount defined as an offset amount is paid as a lump sum, we will only reduce what we pay you by the portion of the lump sum relating to **income** for the same period.

If the amount relating to **income** is not easy to identify within the lump sum, we will agree to an offset amount with you. If we cannot agree, we will determine the amount of the lump sum relating to **income**.

##### When we will not offset your benefit

Please note we do not reduce what we pay you by any amounts paid to you:

- from a disability income, sickness or accident plan that commenced after this plan commenced, or
- by way of lump sum total and permanent disablement benefits, or any business overheads disability plan benefits indemnifying you against business expenses, or
- by way of superannuation benefits (excluding insurance), or
- by way of social security benefits, or
- by way of any payment made under legislation, or
- by way of any employer paid leave (including sick leave, annual leave and long service leave).

*The implication of offset amounts in determining how much we pay*

The effect of the **offset amounts** depends on the plan type specified in the schedule.

**Where the schedule specifies the occupation category as B or C**

We will reduce the **Total disability benefit amount** we pay you by any amount which is paid (whether by lump sum, periodic payment or otherwise) for any sickness or injury under:

- legislation, or
- any other disability income, sickness or accident plan with another company which commenced or had been applied for prior to this plan and was not disclosed to us before this plan commenced.

Such amounts are defined under this plan as **offset amounts**.

If an amount defined as an offset amount is paid as a lump sum, we will only reduce what we pay you by the portion of the lump sum relating to **income** for the same period.

If the amount relating to **income** is not easy to identify within the lump sum, we will agree to an offset amount with you. If we cannot agree, we will determine the amount of the lump sum relating to **income**.

Please note we do not reduce what we pay you by any amounts paid to you:

- from a disability income, sickness or accident plan that commenced after this plan commenced, or
- by way of lump sum total and permanent disablement benefits, or any business overheads disability plan benefits indemnifying you against business expenses, or
- by way of superannuation benefits (excluding insurance), or
- by way of social security benefits, or
- by way of any employer paid leave (including sick leave, annual leave and long service leave).

*The effect of offset amounts in determining how much we pay*

**Where the schedule specifies the plan type as Agreed Value**

If the person insured is totally disabled and 75 per cent of their **pre-disability income** is higher than the **Total disability benefit amount**

The amount we pay is worked out by applying the formula:

$$(0.75 \times A) - D$$

Where:

A equals the person insured's **pre-disability income**.

D is the offset amount.

If the person insured is totally disabled and 75 per cent of their **pre-disability income** is lower than the **Total disability benefit amount**

The amount we pay is worked out by applying the formula:

$$C - D$$

Where:

C is the **Total disability benefit amount**.

D is the offset amount.

**Where the schedule specifies the plan type as Indemnity Option**

We will only reduce the **Total disability benefit amount** in this way if the **offset amounts**, plus the **Total disability benefit amount** payable to you under this plan, total more than 75 per cent of the person insured's **pre-disability income**. If this applies, we will reduce the **Total disability benefit amount** under this plan to an amount which, when added to the **offset amounts**, equals 75 per cent of the person insured's **pre-disability income**.

However, in all situations we will not pay more than the **Total disability benefit amount**.

If you have a claim under the plan, your benefit may be reduced to nil because of these **offset amounts**. In this case, we will be deemed to be paying you a benefit, even though you receive no money from us.

**Recovery of offset amounts**

If you receive any **offset amounts** as defined in this clause you must promptly inform us in writing and provide us with full details of the amounts you have received. We may then reduce the benefit or recover the amount of any benefits overpaid to you, which should have been reduced by any **offset amounts**.

We may also require you to sign a written undertaking, on such terms as we require, enabling us to recover any **offset amounts**.

**D.1.1.3 When we start paying**

We do not start paying as soon as the person insured is totally disabled. You have to wait until the end of the **waiting period** and also comply with the requirements set out in Part F. The **waiting period** starts when a **medical practitioner** first examines the person insured and certifies that he or she is totally disabled or partially disabled. The **benefit period** begins from the end of the **waiting period**. You are not entitled to a **Total disability benefit** for the duration of the **waiting period**.

**D.1.1.4 When we pay**

The **Total disability benefit amount** is calculated monthly, and we pay you half a month in arrears and half a month in advance. If you are eligible to be paid for part of a month, we will pay you 1/30th of the **Total disability benefit amount** for each day you are entitled to be paid.

**D.1.2 Partial disability benefit**

If the person insured is partially disabled, we may pay you a reduced benefit. We will pay you monthly in arrears.

The definition of partial disability depends on the plan type specified in the schedule.

**Where the schedule specifies the plan type as Agreed Value**

**For all occupations except 'C' rated mining industry occupations**

The person insured is partially disabled if, immediately after being totally or partially disabled during the entire duration of the **waiting period**, he or she has returned to work and, solely because of **sickness** or **injury**, he or she is:

- able to do one or more duties that are important and essential in producing income of his or her occupation for more than 10 hours per week, and
- earning less than his or her **pre-disability income**, and
- under **medical care**.



### Where the schedule specifies the plan type as Agreed Value

#### For 'C' rated mining industry occupations

The person insured is partially disabled if, immediately after being totally or partially disabled during the entire duration of the **waiting period**, he or she has returned to work or is capable of returning to work as determined by us based on medical evidence and, solely because of **sickness** or **injury**, he or she is:

- capable of doing one or more duties that are important and essential in producing income of his or her occupation for more than 10 hours per week, and
- earning less than his or her **pre-disability income**, and
- under **medical care**.

### Where the schedule specifies the plan type as Indemnity Option

#### For all occupations except 'C' rated mining industry occupations

The person insured is partially disabled if, immediately after being totally or partially disabled during the entire duration of the **waiting period**, he or she has returned to work and, solely because of **sickness** or **injury**, he or she is:

- able to do one or more duties that are important and essential in producing income of his or her occupation for more than 10 hours per week, and
- earning less than 75 per cent of his or her **pre-disability income**, and
- under **medical care**.

### Where the schedule specifies the plan type as Indemnity Option

#### For 'C' rated mining industry occupations

The person insured is partially disabled if, immediately after being totally or partially disabled during the entire duration of the **waiting period**, he or she has returned to work or is capable of returning to work as determined by us based on medical evidence and, solely because of **sickness** or **injury**, he or she is:

- capable of doing one or more duties that are important and essential in producing income of his or her occupation for more than 10 hours per week, and
- earning less than 75 per cent of his or her **pre-disability income**, and
- under **medical care**.

#### For all occupations except 'C' rated mining industry occupations

If immediately preceding a claim the person insured has been unemployed for 15 months or more or on leave without pay for 12 months or more, he or she is partially disabled if immediately after being totally or partially disabled during the entire duration of the **waiting period**, he or she has returned to work and, solely because of **sickness** or **injury** he or she is:

- not capable of doing one or more duties that are important and essential in producing income of any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience
- earning less than his or her **pre-disability income**, and
- under **medical care**.

### For 'C' rated mining industry occupations

If immediately preceding a claim the person insured has been unemployed for 15 months or more or on leave without pay for 12 months or more, he or she is partially disabled if immediately after being totally or partially disabled during the entire duration of the **waiting period**, he or she has returned to work or is capable of returning to work as determined by us based on medical evidence and, solely because of **sickness** or **injury** he or she is:

- not capable of doing one or more duties that are important and essential in producing income of any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience
- earning less than his or her **pre-disability income**, and
- under **medical care**.

#### D.1.2.1 How much we pay

How much we pay depends on the plan type specified in the schedule.

### Where the schedule specifies the plan type as Agreed Value

The amount we pay is worked out by applying the formula:

$$\frac{A - B}{A} \times C$$

Where:

A equals the person insured's **pre-disability income**.

B is the person insured's average monthly income during the period for which he or she is partially disabled. B will equal zero if income is a loss.

C is the monthly benefit specified on the schedule.

#### Important note:

### For all occupations except 'C' rated mining industry occupations

If the person insured is unable to work more than 10 hours per week and is earning less than his or her **pre-disability income**, we will pay the person insured the full **Total disability benefit amount**.

### For all 'C' rated mining industry occupations

If the person insured is not capable of working more than 10 hours per week and earning less than his or her **pre-disability income**, we will pay the full **Total disability benefit amount**.

For the purposes of B in the formula, if the person insured has not returned to work but medical evidence shows that he or she is capable of returning to work, income is the amount the person insured would be capable of earning as determined by us.

#### Where the schedule specifies the plan type as Indemnity Option

The amount we pay for each month that the person insured is partially disabled is the lower of:

- A – B, or
- C – B.

Where:

A equals 75 per cent of the person insured's **pre-disability income**.

B is the person insured's average monthly **income** during the period for which he or she is partially disabled. B will equal zero if income is a loss.

C is the monthly benefit specified on the schedule.

#### Important note:

#### For all occupations except 'C' rated mining industry occupations

If the person insured is unable to work more than 10 hours per week and is earning less than his or her **pre-disability income**, we will pay the person insured the full **Total disability benefit amount**.

#### For all 'C' rated mining industry occupations

If the person insured is not capable of working more than 10 hours per week and earning less than his or her **pre-disability income**, we will pay the person insured the full **Total disability benefit amount**.

For the purposes of B in the formula, if the person insured has not returned to work but medical evidence shows that he or she is capable of returning to work, income is the amount the person insured would be capable of earning as determined by us.

#### D.1.2.2 Offset amounts

We will reduce the benefit we pay you for partial disability, by any amount which is paid (whether by lump sum, periodic payment or otherwise) for any **sickness** or **injury** under any other disability income, sickness or accident plan with another company which commenced or had been applied for by or on behalf of the person insured, prior to this plan and was not disclosed to us before this plan commenced.

Such amounts are defined under this plan as **offset amounts**.

Refer to clause D.1.1.2, for full details of:

- when we will offset your benefit
- when we will not offset your benefit, and
- recovery of offset amounts.

*The implication of offset amounts in determining how much we pay*

#### Where the schedule specifies the plan type as Agreed Value

If the person insured is partially disabled, the amount we pay is worked out by applying the formula:

$A - B - D$

Where:

A equals the person insured's **pre-disability income**.

**B For all occupations except 'C' rated mining industry occupations**

is the person insured's average monthly **income** during the period for which he or she is partially disabled. If **income** is a loss or, during the first six months of receiving a benefit, the person insured is unable to work more than 10 hours per week and earns less than his or her **pre-disability income**, then B will equal zero.

#### For all 'C' rated mining industry occupations

is the person insured's average monthly **income** during the period for which he or she is partially disabled. If **income** is a loss or, during the first six months of receiving a benefit, the person insured is not capable of working more than 10 hours per week and earns less than his or her **pre-disability income**, then B will equal zero.

C is the monthly benefit specified on the schedule.

D is the offset amount.

However, we will not pay more than the **Total disability benefit amount**.

The benefit can only be reduced to the extent that the benefit payable when added to all other income received, no longer exceeds 100 per cent of the person insured's **pre-disability income**.

If you have a claim under the plan, your benefit may be reduced to nil because of these **offset amounts**. In this case, we will be deemed to be paying you a benefit, even though you receive no money from us.

#### Where the schedule specifies the plan type as Indemnity Option

We will only reduce the benefit for partial disability in this way if the **offset amounts**, plus the benefit payable to you under this plan, total more than 75 per cent of the person insured's **pre-disability income**. If this applies, we will reduce the benefit under this plan to an amount which, when added to the **offset amounts**, equals 75 per cent of the person insured's **pre-disability income**.

However, we will not pay more than the **Total disability benefit amount**.

The benefit can only be reduced to the extent that the benefit payable when added to all other income received, no longer exceeds 75 per cent of the person insured's **pre-disability income**.

If you have a claim under the plan, your benefit may be reduced to nil because of these **offset amounts**. In this case, we will be deemed to be paying you a benefit, even though you receive no money from us.

#### D.1.2.3 When we start paying

We do not start paying as soon as the person insured is partially disabled. You have to wait until the end of the **waiting period** and also comply with the requirements set out in Part F. The **waiting period** starts when a **medical practitioner** first examines the person insured and certifies that he or she is partially disabled or totally disabled. The **benefit period** begins from the end of the **waiting period**. You are not entitled to a Partial disability benefit for the duration of the **waiting period**.

#### D.1.2.4 When we pay

We pay you a proportion of the **Total disability benefit amount** at the end of each month for which you are entitled to be paid.

### D.1.3 When we stop paying Total or Partial disability benefits

We stop paying Total or Partial disability benefits as soon as one of the following happens:

- the person insured is not totally or partially disabled, or
- the person insured dies, or
- the person insured's disability arises as a result of his or her commission of, or involvement in, an intentional criminal act, or
- the **benefit period** ends, or
- the person insured turns 65 unless the schedule specifies benefit period is to age 70, or
- you or the person insured make a fraudulent claim, or
- the person insured fails to take all steps to return to **appropriate work** if he or she has the capacity to do so.

We also stop paying for other reasons

We will also stop paying as soon as one of the following happens:

- the person insured is in jail or otherwise detained as a result of a criminal act, or
- the person insured fails to make available to us medical, financial or other evidence which we require to assess the claim, or
- the person insured is not under **medical care**.

However, subject to the terms of the plan and where payments have ceased for one of the three reasons above, payments may recommence if:

- (i) the reason for stopping payments no longer applies
- (ii) the person insured continues to be totally or partially disabled, and
- (iii) cover has not ceased under the plan.

Where the person insured has remained totally or partially disabled for the duration of the period in which payments were stopped, we will treat the resumption of payments as a continuation of the same claim where no **waiting period** applies. The **benefit period** continues throughout the period in which the payments were stopped. Payments will not be made for the period in which payments were stopped except where you can demonstrate that the person insured has continued to meet the terms and conditions of the plan during the period when payments were stopped.

### D.1.4 Payment of full benefit where no appropriate work is available

If the person insured has been totally or partially disabled for the entire duration of the **waiting period**, and at the end of the **waiting period**, does not return to work but medical evidence demonstrates a capacity to work, and no **appropriate work** is available, we will not reduce the benefit payable.

This benefit does not apply if the person insured has a 'C' rated mining industry occupation.

### D.1.5 Included benefits

The included benefits detailed in clauses D.1.5.1 to D.1.5.19, are incorporated in your plan as set out in clause C.1.

#### D.1.5.1 Attempted return to work during the waiting period

If the person insured is totally or partially disabled for the entire duration of the **waiting period** and is totally disabled at the end of the **waiting period**, the **waiting period** will not be extended by the number of days he or she has returned to work in a partial capacity.

### Where 14 or 30 day waiting periods apply

If the person insured returns to work during the **waiting period** in a full-time capacity for five consecutive days or less, we will extend the **waiting period** by the number of days he or she has returned to work in a full-time capacity. If the person insured returns to work during the **waiting period** in a full-time capacity for more than five consecutive days, the **waiting period** starts again.

### Where 60, 90, 180, 365 or 730 day waiting periods apply

If the person insured returns to work during the **waiting period** in a full-time capacity for 10 consecutive days or less, we will extend the **waiting period** by the number of days he or she has returned to work in a full-time capacity. If the person insured returns to work during the **waiting period** in a full-time capacity for more than 10 consecutive days, the **waiting period** starts again.

#### D.1.5.2 Death benefit

If the person insured dies while the plan is still current, we will pay you or your estate a lump sum equal to six times the **Total disability benefit amount**, with a maximum amount payable of \$60,000.

#### D.1.5.3 Elective or cosmetic surgery benefit

We will pay if the person insured's total disability is caused because he or she had:

- elective surgery either on the advice of a **medical practitioner** or to improve his or her appearance, or
- surgery to transplant part of his or her body to someone else.

This does not apply if, when the person insured had the surgery:

- the plan had been in force for less than six months, or
- the plan was restored less than six months ago, or
- there was an increase in cover in the preceding six months, except where the increase in cover was as a result of the CPI increase as detailed in clause B.6.

#### D.1.5.4 Family carer's income benefit

If an **immediate family member** of the person insured stops earning his or her own **income** because he or she stops working due to the person insured's total disability, we will pay you an extra benefit.

The following conditions must be met:

- We must have paid you the **total disability benefit** for more than 30 days.
- We are continuing to pay you the **total disability benefit** as the person insured continues to be totally disabled.
- The **immediate family member** must not have been an employee of you or the person insured or an employee of an entity which you or the person insured own or owned, and
- The **immediate family member** must have been earning income from a full-time or permanent part-time occupation.

#### How much we pay

For each complete month you are entitled to be paid, we will pay the lowest of the following for up to six months:

- the **Total disability benefit amount**, or
- the amount the **immediate family member** would have earned if the person insured had not been totally disabled, or
- \$2,000.

#### D.1.5.5 Family member's accommodation benefit

We will pay you the accommodation costs of an **immediate family member** of the person insured if the **immediate family member** has to stay away from home to be with the person insured.

This benefit is payable when the person insured is totally disabled for at least the length of the **waiting period** and, on the advice of a **medical practitioner**:

- the person insured is more than 100km from his or her home, or needs to travel to a place that is more than 100km from his or her home for medical treatment, and an **immediate family member** is required to stay with the person insured, or
- an **immediate family member** is required to stay with the person insured and must travel more than 100km from his or her home to do so.

##### How much we pay

We will reimburse you up to \$300 per day for each day the **immediate family member** has to stay away from home after the end of the **waiting period** to a maximum of \$10,000. The benefit will be paid as soon as is reasonably possible after the expenses are incurred. Before we pay you, we must receive receipts for the accommodation you are claiming.

#### D.1.5.6 Home coming costs benefit

If the person insured:

- becomes totally disabled away from home
- is totally disabled for more than 30 days, and
- returns home while still totally disabled

we will pay his or her actual travel costs in returning, reduced by any other amounts which anyone else will reimburse. The **waiting period** does not apply to this benefit.

##### How much we pay

We will pay the lower of:

- a single standard economy airfare to the nearest airport in Australia where the person insured resides or, if necessary, a medical facility in Australia by the most direct route, or
- three times the **Total disability benefit amount**.

The benefit will be paid as soon as is reasonably possible after the expenses are incurred.

Before we pay you, we must receive receipts for the travel costs you are claiming.

#### D.1.5.7 Leave without pay continuation benefit

The person insured can be on leave without pay for maternity or paternity leave, study leave, compassionate leave or any other leave without pay. To continue the plan and be eligible to submit a claim, you must keep paying the premium.

While the person insured is on leave without pay, the definition of total disability will change as outlined in clause D.1.1.

#### D.1.5.8 Nursing care benefit

If the person insured is totally disabled, we will pay you a daily amount during the **waiting period** to help with nursing expenses.

We will pay a Nursing care benefit where:

- the person insured is totally disabled
- the person insured is confined to bed, and

- a **medical practitioner** certifies in writing that the person insured needs the full-time care of a registered nurse for more than two days in a row.

The nurse cannot be you or a family member, business partner, employee or employer, of you or the person insured.

##### How much we pay

We will pay you 1/30th of the **Total disability benefit amount** for each day you are entitled to be paid.

If the **waiting period** is greater than 90 days, then we will only pay you a daily amount for a maximum of 90 days.

#### D.1.5.9 Premium freeze

Exercising this option allows you to maintain your current premium at the time this option is exercised. Your benefit amount will reduce each year that this option is applied.

If you choose to cancel Premium freeze, your benefit amount current at that time will not reduce anymore and the Indexation benefit will recommence without further health evidence. Premiums will then increase each year according to your age.

You can request to exercise Premium freeze or cancel it at any time, which will take effect from the next **renewal date** of the policy.

If you wish to request a premium freeze, you must let us know in writing. Any special conditions such as exclusions and loadings will still apply.

This option is only available for stepped premiums. The Indexation benefit will not apply while Premium freeze is exercised.

#### D.1.5.10 Recurring disability benefit

If the person insured returned to full-time work for less than 12 months since we last paid you because he or she was totally disabled or partially disabled and, while the plan is still current, he or she has a recurrence of total or partial disability from the same cause or a related cause, then we will treat it as a continuation of the same claim. Medical and other evidence will be used by us to determine if the disability is from the same or related cause. No **waiting period** applies and the **benefit period** does not start again if we are paying you because of a recurrence of the disability.

However, where the **benefit period** is one year, two years or five years, the disability must recur within six months since we last paid you. If the person insured can demonstrate that he or she returned to full-time work for longer than 12 months, or six months where the **benefit period** is two years or five years, then the claim will be treated as a separate claim.

#### D.1.5.11 Rehabilitation expenses benefit

If the person insured is totally disabled for at least the **waiting period**, you can ask us to pay the person insured's expenses of rehabilitating himself or herself. These expenses include rehabilitation programme fees or buying goods, for example, equipment designed to assist the person insured to re-enter the workforce and enrolling in a rehabilitation programme.

We will only pay an amount for rehabilitation expenses that:

- we have approved in writing before you or the person insured incurs them
- a **medical practitioner** states in writing the person insured needs to spend, as part of his or her **rehabilitation**, and
- cannot be reimbursed from any other source.

#### *How much we pay*

The most we will pay is an amount equal to six times the **Total disability benefit amount**.

The benefit will be paid as soon as is reasonably possible after the expenses are incurred.

Before we pay you, we must receive receipts for the rehabilitation expenses you are claiming.

#### **D.1.5.12 Rehabilitation programme benefit**

If the person insured is totally disabled for at least the length of the **waiting period** and takes part in a rehabilitation programme we will pay you an amount towards the cost of the rehabilitation programme.

We will only do this if all the following conditions are satisfied:

- We must approve the rehabilitation programme in writing before the person insured enters the programme.
- The person insured must undertake the rehabilitation programme to rehabilitate himself or herself for the total disability he or she is claiming, and not for any other reason, and
- A **medical practitioner** must state, in writing, that the person insured needs to undertake the programme as part of his or her **rehabilitation**.

The rehabilitation benefit accrues from the day the person insured starts the programme after the expiry of the **waiting period** for a maximum of 12 months or to the end of the **benefit period**, whichever comes first.

#### *How much we pay*

We will pay you up to an additional 50 per cent of the **Total disability benefit amount** for up to 12 months after the **waiting period**. If you are eligible to be paid for part of a month we will pay you 1/30th of the additional benefit for each day you are eligible to be paid.

#### **D.1.5.13 Right to convert 730 day waiting period to 90 day waiting period**

If this plan has a 730 day waiting period and the person insured also has cover under a group income protection plan with a two year benefit period (with us or another insurer), we will allow the waiting period of this plan to be reduced from 730 days to 90 days upon the cancellation of the group insurance cover for the person insured.

The reduction in the waiting period will not require medical evidence for the person insured, subject to the following conditions:

- the group insurance cover must have ceased due to the person insured ceasing employment, and consequently ceasing to meet the criteria for cover under their group income protection plan
- the person insured must not be claiming a benefit or eligible to claim a benefit, under this plan or the group income protection plan
- the person insured must not have ceased work due to any sickness or injury
- the person insured must not exercise or have exercised a continuation option, transfer or conversion from the group income protection plan

- the person insured must apply for the reduction in the waiting period within 60 days of ceasing cover under the group income protection plan
- the person insured must be gainfully employed for more than 30 hours per week at the time they apply for the reduction of the waiting period
- the person insured must not have had their Benefit period on this plan previously limited, and
- any exclusions, loadings or restrictions on this plan that were conditional on a 90 day waiting period will apply from the date the waiting period is reduced to 90 days.

#### **D.1.5.14 Right to take out an Income Insurance Senior Plan**

##### **Where the schedule specifies the occupation category as MP, AA or A**

If we end this plan because the plan has reached its Expiry date, you have the right to apply for an Income Insurance Senior Plan, provided that plan is available at the time you apply. Under the Income Insurance Senior Plan, the person insured can be covered for income insurance until the person insured turns 70, subject to the conditions of the plan.

If you have a sickness and injury **benefit period** to age 60, as noted in the schedule, you have the right to apply for an Income Insurance Senior Plan if we end this plan because the person insured turns 60. The conversion to the Income Insurance Senior Plan will be conditional upon the requirements of the Income Insurance Senior Plan at the time of conversion.

When applying for cover under the Income Insurance Senior Plan, you do not have to give us any medical evidence (smoking details are required) or evidence about the person insured's pursuits, pastimes, travel details or place of residence. If you wish to apply for cover under the Income Insurance Senior Plan, the following conditions apply:

- The level of cover you apply for under the Income Insurance Senior Plan may not be more than the level of cover you currently have under this plan, or any other plan you currently hold where Income Insurance Senior plan is offered at the time you apply.
- The person insured must be gainfully employed for more than 30 hours per week at the time you apply for the Income Insurance Senior Plan.
- The current cover on the person insured must not have any loadings, exclusions or limited terms applying.
- The level of cover under the Income Insurance Senior Plan must not be less than the minimum cover we allow for the Income Insurance Senior Plan at the time you apply for it.
- You must have had no claims or be eligible for any claims under this plan in the 12 months prior to the person insured turning 65 (or 60, if age 60 **benefit period** applies).
- The person insured under the Income Insurance Senior Plan must be the same person insured as under this plan, and
- The person insured must have an occupation with an occupation rating of MP, AA or A at the time of applying for the Income Insurance Senior Plan.

The Application form, together with the correct premium or an effective deduction authority for that amount, must be received by us within 60 days before the date this plan ends.

The person insured will not be covered under this plan once this plan has ended, and will not be covered under the Income Insurance Senior Plan until we give you written notice that cover under the Income Insurance Senior Plan has commenced. Therefore, there may be a period of time where the person insured will not be covered for income insurance.

The premium rate and the conditions applying to the Income Insurance Senior Plan will be those that are relevant at the time you apply for the Income Insurance Senior Plan.

#### D.1.5.15 Special care benefit

If, after the **waiting period**, the person insured is totally disabled and confined to bed and under the full-time care of a registered nurse or personal care attendant, we will pay you an amount towards the costs of the nurse or personal care attendant.

We will pay a special care benefit for each complete month during the **benefit period** where:

- the person insured is totally disabled, and
- our Chief Medical Officer agrees that, because of the person insured's total disability, he or she is totally dependent on the full-time care of a nurse or personal care attendant.

The nurse or personal care attendant cannot be a family member, business partner, employee or employer of you or the person insured.

#### How much we pay

For each complete month you are entitled to be paid, we will pay the lower of the following for up to six months:

- the **Total disability benefit amount**, and
- \$4,500.

We will not pay you for this benefit during a claim period if we are paying you, or have paid you during that claim period, the family member's accommodation benefit or the family carer's income benefit.

#### D.1.5.16 Specific injuries and sicknesses benefit

If the person insured suffers a specific injury or sickness set out in the table below, we will pay the **Total disability benefit amount** for the period set out in the table, or for the **benefit period**, whichever is the lesser. There is no **waiting period** for this benefit. We will pay even if the person insured is not totally disabled. We will continue to pay for the period of time shown in the table even if the person insured has returned to work.

We will stop paying if the person insured dies.

#### Total and Permanent loss of use of:

Both arms and both legs due to spinal cord injury or disease – quadriplegia	60 months
Both legs due to spinal cord injury or disease – paraplegia	60 months
Both sides of the body due to injury or sickness – diplegia	60 months
One side of the body due to injury or sickness – hemiplegia	60 months
Both hands or both feet	24 months
Entire sight in both eyes	24 months
One hand and one foot	24 months
One hand and the entire sight in one eye	24 months
One foot and entire sight in one eye	24 months
One arm or one leg	18 months
One hand, one foot or entire sight in one eye	12 months
Thumb and index finger from same hand	6 months

#### Fracture (requiring a pin, traction, a plaster cast or other immobilising structure) of the person insured's:

Thigh shaft	3 months
Pelvis, except coccyx	3 months
Skull, except bones of face or nose	2 months
Upper arm, including elbow or shoulder	2 months
Shoulder blade	2 months
Lower leg, including ankle, but excluding knee cap and foot	2 months
Knee cap	2 months
Collar bone	1.5 months
Lower arm, including wrist but excluding elbow and hand	1.5 months
Hand, except fingers	1.5 months
Foot, except toes	1.5 months

#### Trauma events

Cancer*	
Chronic kidney failure*	
Coronary artery bypass surgery*	
Heart attack*	6 months
Heart valve surgery*	
Major organ transplant*	
Severe burns*	
Stroke*	
Advanced diabetes^	
Alzheimer's disease and other dementias^	
Aplastic anaemia^	
Benign brain tumour^	
Blindness^	
Cardiac arrest^	
Cardiomyopathy^	
Chronic liver disease^	
Coma^	
Deafness^	
Encephalitis^	
Loss of capacity for independent living^	
Loss of speech^	3 months
Lung disease^	
Major head injury^	
Medically acquired HIV infection^	
Motor neurone disease^	
Multiple sclerosis^	
Muscular dystrophy^	
Parkinson's disease^	
Pneumonectomy^	
Primary pulmonary hypertension^	
Severe rheumatoid arthritis^	
Surgery of the aorta^	
Triple vessel angioplasty^	

\* 6 months is payable if the **waiting period** is 90 days or less. If the **waiting period** is more than 90 days, no benefit is payable for these injuries or sicknesses.

^ 3 months is payable if the **waiting period** is 30 days or less. If the **waiting period** is more than 30 days, no benefit is payable for these injuries or sicknesses.

### *We only pay one benefit*

We will not pay you any other benefit under the plan while we are paying you the benefit for a specific injury or sickness. If the person insured suffers from more than one of the specific injuries or sicknesses at the same time, we will only pay you for one injury or one sickness at a time.

We will pay you for one injury or one sickness even if the injuries or sicknesses do not commence at the same time. We will pay you the benefit for the injury or sickness with the longest remaining payment period.

#### **Example 1**

The maximum **benefit period**, under this clause, for cancer is six months and for a fractured thigh shaft is three months.

If:

- a) we have been paying you a cancer benefit for two months, and
- b) at the start of the third month the person insured also suffers a fractured thigh shaft, we will pay no benefits in respect of the fractured thigh shaft.

This is because the remaining **benefit period** for the cancer, which is four months, is greater than the **benefit period** for the fractured thigh shaft, which is three months. The total amount of benefits paid for the two conditions would be six months.

#### **Example 2**

If:

- a) we have been paying you a cancer benefit for four months, and
- b) at the start of the fifth month, the person insured suffers a fractured thigh shaft, we will stop paying the benefit for the cancer and pay the benefit for the fractured thigh shaft for three months. The total amount of benefits paid for the two conditions would be seven months.

This is because the **benefit period** for the fractured thigh shaft, which is three months, is greater than the remaining **benefit period** for cancer, which is one month.

*We will keep paying if the person insured is disabled after the period set out in the table ends*

If, after the period set out in the table ends, the person insured is totally or partially disabled because of the same specific injury or sickness, we will pay you the Total or Partial disability benefit, whichever applies.

You will be entitled to be paid from the end of the **waiting period**. For the purposes of this clause, both the **waiting period** and **benefit period** start:

- from the date the person insured attended a **medical practitioner** after the specific injury happened, or
- from the date the sickness was diagnosed.

If the **waiting period** is shorter than the payment period for the specific injury or sickness, you will not be entitled to be paid a **Total disability benefit** or Partial disability benefit until the period specified in the table ends.

If the **waiting period** is longer than the payment period for the specific injury or sickness, and the person insured remains totally disabled or partially disabled, you may be entitled to receive a **Total disability benefit** or Partial disability benefit for the remainder of the **benefit period**. The part of the **waiting period** in which we are not paying you does not form part of the **benefit period**.

We will stop paying if the person insured stops being entitled to benefits for being totally or partially disabled.

#### **D.1.5.17 Unemployment continuation benefit**

The person insured can be unemployed. However, you may not have to pay the premium for three months if the person insured is unemployed as set out in the Unemployment premium waiver benefit (clause D.1.5.18).

You will still be eligible to submit a claim during a period of unemployment providing the person insured can provide evidence that he or she is actively seeking employment.

While the person insured is unemployed the definition of total disability will change as outlined in clause D.1.1.

#### **D.1.5.18 Unemployment premium waiver benefit**

Income Insurance Premier Plan and the Income Insurance Plus Plan only

If the person insured is involuntarily unemployed and you let us know in writing within three months of the date this took place, you do not have to pay the premium for this plan for three months from the date the person insured became involuntarily unemployed or until the person insured is employed, whichever is shorter.

This clause only applies if:

- the plan has been in force for six months in a row at the time the person insured becomes involuntarily unemployed, and
- the person insured registers with an approved government employment agency within 30 days of becoming involuntarily unemployed.

#### **D.1.5.19 Waiver of premium**

If we are paying you a benefit under this plan (except Nursing care benefit), you do not have to pay the premium for this or any other plans shown on the schedule subject to the following exclusions:

- plans that commenced or were restored after you were entitled to be paid a benefit under the plan, or
- plans where the person insured is not the person insured under this plan.

You must start paying the premium again as soon as we stop paying you that benefit.

#### **D.1.6 Optional benefits**

The options detailed in clauses D.1.6.1 to D.1.6.6, may be added to your plan at an extra premium, as set out in clause C.2. An option only applies if it is specified in the schedule.

##### **D.1.6.1 Accelerated accident option**

If an **injury** causes the person insured to be totally disabled for more than 3 days in a row, we will pay you a daily amount during the **waiting period**.

##### *When we start paying*

We start paying when a **medical practitioner** first examines the person insured and certifies that he or she is totally disabled. However, we will not pay you if you are receiving a benefit for a specific injury or sickness or because the person insured needs nursing care in bed.

##### *How much we pay*

For each day the person insured is totally disabled, we will pay you 1/30th of the monthly benefit specified in the schedule for each day you are entitled to be paid.

### D.1.6.2 Accident lump sum option

If the person insured is involved in an accident which causes death or one of the injuries set out in the table below within one year from the date of the accident, we will pay you a lump sum. We will do this even if we are already paying a Total or Partial disability benefit under the plan.

	Percentage of lump sum amount
Accidental death	100%
Total and permanent loss of use of:	
▪ both hands or both feet	100%
▪ entire sight in both eyes	100%
▪ one hand and one foot	100%
▪ one hand and the entire sight in one eye	100%
▪ one foot and entire sight in one eye	100%
▪ one arm or one leg	75%
▪ one hand, one foot or entire sight in one eye	50%
▪ thumb and index finger from same hand	25%
▪ thumb or index finger	15%
▪ two or more fingers	15%
▪ one finger	5%

#### How much we pay

The amount that we pay you will be the percentage set out in the table above of the lump sum amount set out in the schedule. In this option it is called the 'lump sum option amount'.

If the person insured has more than one of the injuries at the same time, we will only pay for the one with the highest percentage.

If we pay you an amount under this option, then the lump sum option amount is reduced by that amount paid, and we will not pay more than 100 per cent of the lump sum option amount in total for all claims.

*We will increase the lump sum amount by the increase in the Consumer Price Index*

Each year on the **renewal date**, we will increase the lump sum option amount by the increase in the CPI method described in clause B.6.

#### When we will not pay

In addition to the reasons given in Part E, we will not pay a benefit under this option if the person insured's **injury** is caused or contributed to by:

- alcohol or non-prescribed drugs, or
- any flying activities, other than as a fare paying passenger in an aircraft.

### D.1.6.3 Cover boost option

You can increase the monthly benefit specified in the schedule by up to 20 per cent without having to give us medical evidence or evidence about the person insured's occupations, pursuits, pastimes or place of residence.

#### When you can make an increase

We will offer to increase the monthly benefit specified in the schedule every third **renewal date** after this option commenced, up to the person insured's 55th birthday. We call these dates the 'increase dates'. If you increase the monthly benefit specified in the schedule, this will increase your premium. If you want to accept this increase you must tell us in writing within 30 days of the eligible **renewal date**.

You can bring forward an increase date up to four times by letting us know in writing. This means that you can make up to four monthly benefit specified in the schedule increases (of up to 20 per cent each) at an earlier time than every third **renewal date**.

If you bring forward an increase date, any remaining increase dates will fall on every third anniversary of the **renewal date** which falls after the date the increase took effect. You cannot bring forward an increase date if the person insured is on claim under the plan, including during the **waiting period**.

#### When the increase applies

The increase will take effect from the increase date. However the increased benefit will not apply:

- to any **injury** or **sickness** that happened before the increase date, or
- if the person insured is on claim at the time of the increase.

#### There is a maximum number of increase dates

We will offer to increase the monthly benefit specified in the schedule a maximum number of times. The maximum number is calculated by using the following formula:

$$\frac{(55 - A)}{3}$$

A = age of the person insured when this option began.

Fractions are disregarded when calculating the maximum number of increase dates according to the formula.

#### When you cannot make an increase

You cannot make an increase if:

- you have reached the maximum number of increase dates, or
- after the increase, the **Total disability benefit amount** would be more than 75 per cent of the person insured's **pre-disability income** at that date, or
- after the increase, the **Total disability benefit amount** will be more than our limit for new plans at that date.

### D.1.6.4 Increasing claim option

If we are paying you for a claim because the person insured is totally disabled, we will increase the monthly benefit specified on the schedule by the increase in the CPI (clause B.6) to calculate the **Total disability benefit amount**.

If we are paying you for a claim because the person insured is partially disabled, we will increase the monthly benefit specified on the schedule and **pre-disability income** by the increase in the CPI (clause B.6) to calculate the benefit amount.

Any increases to the monthly benefit specified on the schedule or the **pre-disability income** will occur on each **renewal date** while we are paying you for a claim.

We will not increase the monthly benefit specified on the schedule or the pre-disability income after the person insured's 65th birthday.



#### D.1.6.5 Occupationally acquired HIV, Hepatitis B and Hepatitis C option

Applies to medical occupations classified as MP or AA only

If the person insured becomes infected with **HIV**, Hepatitis B or Hepatitis C as a result of an **occupational incident** before the plan ends, we will pay you an amount.

We will pay you the lump sum benefit if all of the following conditions are satisfied:

- You provide us with proof of the **occupational incident** that gave rise to the infection. This proof must include the incident report and the names of the witnesses to the **occupational incident**.
- You provide us with proof that the **occupational incident** involved a definite source of the relevant infection, and
- You provide us with proof that a new infection with either **HIV**, Hepatitis B or Hepatitis C has occurred within 180 days of the documented **occupational incident**. This proof must include proof of sero-conversion from:
  - **HIV** antibody negative to **HIV** antibody positive, or
  - Hepatitis C antibody negative to Hepatitis C antibody positive, or
  - Hepatitis B surface antigen negative to Hepatitis B surface antigen positive.

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

##### How much we pay

We will pay you the lump sum benefit for this option set out in the schedule.

##### When we will not pay

We will not pay the lump sum benefit if:

- the person insured becomes positive to Hepatitis B surface antigen within 180 days from the start of the plan or this option, or the date the plan or this option is restored
- a cure is available for the infection for which you are claiming. 'Cure' means any treatment which renders the **HIV** inactive or non infectious, or
- the person insured is first diagnosed to be infected with **HIV**, Hepatitis B or Hepatitis C after he or she dies.

#### D.1.6.6 100 per cent superannuation guarantee (SG) contributions option

Up to 100 per cent of the person insured's SG contributions can be insured in addition to the monthly benefit amount.

In the event of a claim we will pay a percentage of the claim amount to the person insured's nominated complying superannuation fund for the duration of the claim. This percentage is calculated by dividing the person insured's SG contribution amount by the monthly benefit amount at the time the plan commenced. This percentage will remain the same throughout the life of the plan.

If we are paying the Partial disability benefit, the percentage will be applied to the Partial disability benefit amount to calculate the amount that we will pay to your complying superannuation fund.

The 100 per cent SG contributions option applies if we are paying under one of the following:

- Total disability benefit
- Partial disability benefit
- Specific injuries and sickness benefit
- Nursing care benefit
- Accelerated accident option

In the event of a claim, the person insured will need to provide details of their complying superannuation fund to enable payment of the benefit. The superannuation provider must be either a regulated superannuation fund or retirement savings account as defined in the relevant superannuation and taxation laws. If we are not provided with these details, we may not be able to pay the SG contributions benefit.

## D.2 Income Insurance Plus Plan or Income Insurance Plan

The conditions of your plan will differ depending on whether the schedule specifies the Income Insurance Plus Plan or the Income Insurance Plan.

### D.2.1 Total disability benefit

If the person insured is totally disabled, we will pay you the **Total disability benefit**.

The **Total disability benefit amount** is calculated monthly and we will pay you half a month in arrears and half a month in advance.

The definition of totally disabled depends on the person insured's occupation category.

#### Where the schedule specifies the occupation category as MP, AA, A, B or C

The person insured is totally disabled if, because of an **injury** or **sickness**, he or she is:

- not capable of doing one or more duties that are important and essential in producing income of his or her occupation
- not working in any occupation (whether paid or unpaid), and
- under **medical care**.

However, if immediately preceding a claim the person insured has been unemployed for 15 months or more, or on leave without pay for 12 months or more, he or she is totally disabled if, because of an **injury** or **sickness**, he or she is:

- not capable of performing any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience
- not working in any occupation (whether paid or unpaid), and
- under **medical care**.

#### Where the schedule specifies the occupation category as D

For the first two years of a claim the person insured is totally disabled if, because of an **injury** or **sickness**, he or she is:

- not capable of doing one or more duties that are important and essential in producing income of his or her occupation
- not working in any occupation (whether paid or unpaid), and
- under **medical care**.

After the first two years of a claim, the person insured is totally disabled if, because of an **injury** or **sickness** he or she is:

- not capable of performing any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience
- not working in any occupation (whether paid or unpaid), and
- under **medical care**.

However, if immediately preceding a claim the person insured has been unemployed for 15 months or more, or on leave without pay for 12 months or more, he or she is totally disabled if, because of an **injury** or **sickness**, he or she is:

- not capable of performing any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience
- not working in any occupation (whether paid or unpaid), and
- under **medical care**.

**Where the schedule specifies the occupation category as BY, CY or DY**

The person insured is totally disabled if, because of an **injury** or **sickness** he or she is:

- not capable of doing one or more duties that are important and essential in producing income of his or her occupation
- not working in any occupation (whether paid or unpaid), and
- under **medical care**.

**Where the schedule specifies the occupation category as F**

For the first two years of a claim the person insured is totally disabled if, because of an **injury** or **sickness** he or she is:

- not capable of doing normal **farming** duties
- not working in any occupation (whether paid or unpaid), and
- under **medical care**.

After the first two years of a claim, the person insured is totally disabled if, because of an **injury** or **sickness**, he or she is:

- not capable of performing any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience
- not working in any occupation (whether paid or unpaid), and
- under **medical care**.

The person insured must meet the requirements for making a claim (as set out in Part F).

**D.2.1.1 How much we pay**

The amount we pay you depends on the plan type and occupation category specified in the schedule.

**Where the schedule specifies the plan type as Agreed Value**

The **Total disability benefit amount** is the monthly benefit as set out in the schedule. The **Total disability benefit amount** may vary in the ways set out in the plan. However, as long as the details given to us at the Commencement date of the plan about the person insured's **income** on the Application

form were full and accurate, we guarantee we will not reduce the **Total disability benefit amount**.

**Where the schedule specifies the plan type as Indemnity Option and the occupation category as MP, AA, A, B, C, D, BY, CY or DY**

The **Total disability benefit amount** is the lower of:

- the monthly benefit set out in the schedule, and
- 75 per cent of the person insured's **pre-disability income**.

**Where the schedule specifies the benefit period is to age 70**

Regardless of the age of the person insured when they become totally disabled, when the person insured is over 65 the **Total disability benefit amount** changes to a percentage of the monthly benefit set out in the schedule. The following table sets out the percentages:

Age last birthday	% of monthly benefit
65	100
66	80
67	60
68	40
69	20

**Where the schedule specifies the plan type as Indemnity Option and the occupation category as F**

The **Total disability benefit amount** is the lower of:

- the monthly benefit set out in the schedule, and
- 30 per cent of the person insured's **pre-disability income**.

**D.2.1.2 Offset amounts**

**Where the schedule specifies the occupation category as MP, AA or A**

*When we will offset your benefit*

We will reduce the **Total disability benefit amount** we pay you by any amount which is paid (whether by lump sum, periodic payment or otherwise) for any **sickness** or **injury** under any other disability income, sickness or accident plan with another company which commenced or had been applied for by or on behalf of the person insured prior to this plan and was not disclosed to us before this plan commenced.

Such amounts are defined under this plan as **offset amounts**.

If an amount defined as an offset amount is paid as a lump sum, we will only reduce what we pay you by the portion of the lump sum relating to **income** for the same period.

If the amount relating to **income** is not easy to identify within the lump sum, we will agree to an offset amount with you. If we cannot agree, we will determine the amount of the lump sum relating to **income**.

*When we will not offset your benefit*

Please note we do not reduce what we pay you by any amounts paid to you:

- from a disability income, sickness or accident plan that commenced after this plan commenced, or
- by way of lump sum total and permanent disablement benefits, or any business overheads disability plan benefits indemnifying you against business expenses, or

- by way of superannuation benefits (excluding insurance), or
- by way of social security benefits, or
- by way of any payment made under legislation, or
- by way of any employer paid leave (including sick leave, annual leave and long service leave).

**Where the schedule specifies the occupation category as B, C, D, BY, CY, DY or F**

We will reduce the **Total disability benefit amount** we pay you by any amount that is paid (whether by lump sum, periodic payment or otherwise) for any **sickness** or **injury** under:

- legislation, or
- any other disability income, sickness or accident plan with another company which commenced or had been applied for prior to this plan and was not disclosed to us before this plan commenced.

Such amounts are defined under this plan as **offset amounts**.

If an amount defined as an offset amount is paid as a lump sum, we will only reduce what we pay you by the portion of the lump sum relating to **income** for the same period.

If the amount relating to **income** is not readily ascertainable from the lump sum, we will agree to an offset amount with you. If we cannot agree, we will determine the amount of the lump sum relating to **income**.

Please note we do not reduce what we pay you by any amounts paid to you:

- from a disability income, sickness or accident plan that commenced after this plan commenced, or
- by way of lump sum total and permanent disablement benefits, or any business overheads disability plan benefits indemnifying you against business expenses, or
- by way of superannuation benefits (excluding insurance), or
- by way of social security benefits, or
- by way of any employer paid leave (including sick leave, annual leave and long service leave).

*The implication of offset amounts in determining how much we pay*

**Where the schedule specifies the plan type as Agreed Value and the occupation category as MP, AA, A, B, C or D**

If the person insured is totally disabled and 75 per cent of their **pre-disability income** is higher than the **Total disability benefit amount**

The amount we pay is worked out by applying the formula:

$$(0.75 \times A) - D$$

Where:

A equals the person insured's **pre-disability income**.

D is the offset amount.

If the person insured is totally disabled and 75 per cent of their **pre-disability income** is lower than the **Total disability benefit amount**

The amount we pay is worked out by applying the formula:

$$C - D$$

Where:

C is the **Total disability benefit amount**.

D is the offset amount.

**Where the schedule specifies the plan type as Indemnity Option and the occupation category as MP, AA, A, B, C, D, BY, CY or DY**

We will only reduce the **Total disability benefit amount** in this way if the **offset amounts**, plus the **Total disability benefit amount** payable to you under this plan, total more than 75 per cent of the person insured's **pre-disability income**. If this applies, we will reduce the **Total disability benefit amount** under this plan to an amount which, when added to the **offset amounts**, equals 75 per cent of the person insured's **pre-disability income**.

**Where the schedule specifies the plan type as Indemnity Option and the occupation category as F**

We will only reduce the **Total disability benefit amount** in this way if the **offset amounts**, plus the **Total disability benefit amount** payable to you under this plan, total more than 30 per cent of the person insured's **pre-disability income**. If this applies, we will reduce the **Total disability benefit amount** under this plan to an amount which, when added to the **offset amounts**, equals 30 per cent of the person insured's **pre-disability income**.

However, in all situations we will not pay more than the **Total disability benefit**.

If you have a claim under the plan, the benefit may be reduced to nil because of these **offset amounts**. In this case, we will be deemed to be paying you a benefit, even though you receive no money from us.

**Recovery of offset amounts**

If you receive any **offset amounts** as defined in this clause you must promptly inform us in writing and provide us with full details of the amounts you have received. We may then reduce the benefit or recover the amount of any benefits overpaid to you, which should have been reduced by any **offset amounts**.

We may also require you to sign a written undertaking, on such terms as we require, enabling us to recover any **offset amounts**.

**D.2.1.3 When we start paying**

We do not start paying as soon as the person insured is totally disabled. You have to wait until the end of the **waiting period** and also comply with the requirements set out in Part F. The **waiting period** starts when a **medical practitioner** first examines the person insured and certifies that he or she is totally disabled. The **benefit period** begins from the end of the **waiting period**. You are not entitled to a **Total disability benefit** for the duration of the **waiting period**.

#### D.2.1.4 When we pay

The **Total disability benefit amount** is calculated monthly, and we pay you half a month in arrears and half a month in advance. If you are eligible to be paid for part of a month, we will pay you 1/30th of the **Total disability benefit amount** for each day you are entitled to be paid.

#### D.2.2 Partial disability benefit

If the person insured is partially disabled, we may pay you a reduced benefit. The definition of partial disability depends on the occupation category and plan type specified in the schedule. We will pay you monthly in arrears.

#### Where the schedule specifies the occupation category as MP, AA or A

##### Where the schedule specifies the plan type as Agreed Value

The person insured is partially disabled if, immediately after being totally disabled for at least 7 out of a consecutive 12 days, he or she returned to work or was capable of returning to work as determined by us based on medical evidence, and, because of the disability, he or she is:

- not capable of doing one or more duties that are important and essential in producing income of his or her occupation
- earning an **income** less than his or her **pre-disability income**, and
- under **medical care**.

##### Where the schedule specifies the plan type as Indemnity Option

The person insured is partially disabled if, immediately after being totally disabled for at least 7 out of a consecutive 12 days, he or she returned to work or was capable of returning to work as determined by us based on medical evidence, and, because of the disability, he or she is:

- not capable of doing one or more duties that are important and essential in producing income of his or her occupation
- earning an **income** less than 75 per cent of his or her **pre-disability income**, and
- under **medical care**.

However, if immediately preceding a claim the person insured has been unemployed for 15 months or more, or on leave without pay for 12 months or more, he or she is partially disabled if immediately after being totally disabled for at least 7 out of a consecutive 12 days, he or she returned to work or was capable of returning to work as determined by us based on medical evidence and, because of the disability he or she is:

- not capable of doing one or more duties that are important and essential in producing income of any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience
- earning an **income** less than his or her **pre-disability income**, and
- under **medical care**.

#### Where the schedule specifies the occupation category as B or C

##### Where the schedule specifies the plan type as Agreed Value

The person insured is partially disabled if, immediately after being totally disabled for at least 14 days, he or she returned to work or was capable of returning to work as determined by us based on medical evidence, and, because of the disability he or she is:

- not capable of doing one or more duties that are important and essential in producing income of his or her occupation
- earning an **income** less than his or her **pre-disability income**, and
- under **medical care**.

##### Where the schedule specifies the plan type as Indemnity Option

The person insured is partially disabled if, immediately after being totally disabled for at least 14 days, he or she returned to work or was capable of returning to work as determined by us based on medical evidence, and, because of the disability, he or she is:

- not capable of doing one or more duties that are important and essential in producing income of his or her occupation
- earning an **income** less than 75 per cent of his or her **pre-disability income**, and
- under **medical care**.

However, if immediately preceding a claim the person insured has been unemployed for 15 months or more, or on leave without pay for 12 months or more, he or she is partially disabled if immediately after being totally disabled for at least 14 days, he or she returned to work or was capable of returning to work as determined by us based on medical evidence, and, because of the disability he or she is:

- not capable of doing one or more duties that are important and essential in producing income of any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience
- earning an **income** less than his or her **pre-disability income**, and
- under **medical care**.

#### Where the schedule specifies the occupation category as D

##### Where the schedule specifies the plan type as Agreed Value

The person insured is partially disabled if, immediately after being totally disabled for at least 14 days, he or she returned to work or was capable of returning to work as determined by us based on medical evidence, and, because of the disability:

- for the first two years of the claim, is not capable of doing one or more duties that are important and essential in producing income of his or her occupation, and
- after the first two years of a claim, is not capable of doing one or more duties that are important and essential in producing income of any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience, and

earns an **income** less than his or her **pre-disability income**.

The person insured must be under **medical care**.

#### Where the schedule specifies the plan type as Indemnity Option

The person insured is partially disabled if, immediately after being totally disabled for at least 14 days, he or she returned to work or was capable of returning to work as determined by us based on medical evidence, and, because of the disability:

- for the first two years of the claim, is not capable of doing one or more duties that are important and essential in producing income of his or her occupation, and
- after the first two years of a claim, is not capable of doing one or more duties that are important and essential in producing income of any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience, and

earns an **income** less than 75 per cent of his or her **pre-disability income**.

The person insured must be under **medical care**.

However, if immediately preceding a claim the person insured has been unemployed for 15 months or more, or on leave without pay for 12 months or more, he or she is partially disabled if immediately after being totally disabled for at least 14 days, he or she returned to work or was capable of returning to work as determined by us based on medical evidence, and, because of the disability he or she is:

- not capable of doing one or more duties that are important and essential in producing income of any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience
- earning an **income** less than his or her **pre-disability income** and
- under **medical care**.

#### Where the schedule specifies the occupation category as BY, CY or DY

The person insured is partially disabled if, immediately after being totally disabled for at least 14 days, he or she returned to work or was capable of returning to work as determined by us based on medical evidence, and, because of the disability, he or she is:

- not capable of doing one or more duties that are important and essential in producing income of his or her occupation
- earning less than 75 per cent of his or her **pre-disability income**, and
- under **medical care**.

#### Where the schedule specifies the occupation category as F

The person insured is partially disabled if, immediately after being totally disabled for a least the **waiting period**, he or she returned to work and because of the disability is:

- unable to perform at least 25 per cent of his or her normal **farming** duties, or
- working in an occupation other than farming and earns an **income** less than 75 per cent of the **Total disability benefit amount**.

The person insured must be under **medical care**.

#### D.2.2.1 How much we pay

How much we pay depends on the plan type and the occupation category specified in the schedule.

#### Where the schedule specifies the plan type as Agreed Value and the occupation category as MP, AA, A, B, C or D

The amount we pay is worked out by applying the formula:

$$\frac{(A - B)}{A} \times C$$

Where:

A equals the person insured's **pre-disability income**.

B is the person insured's average monthly **income** during the period for which he or she is partially disabled. If **income** is a loss, then B will equal zero.

C is the monthly benefit specified on the schedule.

#### Where the schedule specifies the plan type as Indemnity Option and the occupation category as MP, AA, A, B, C, D, BY, CY or DY

The amount we pay for each month that the person insured is partially disabled is the lower of:

- A - B, or
- C - B.

Where:

A equals 75 per cent of the person insured's **pre-disability income**.

B is the person insured's average monthly **income** during the period for which he or she is partially disabled. If **income** is a loss, then B will equal zero.

C is the monthly benefit specified on the schedule.

For the purpose of B if you have not returned to work but medical evidence shows you are capable of returning to work, income is the amount you would be capable of earning as determined by us.

#### Where the schedule specifies the plan type as Indemnity Option and the occupation category as F

The amount we pay is 25 per cent of the **Total disability benefit amount** for each month that the person insured is partially disabled.

#### D.2.2.2 Offset amounts

We will reduce the **Total disability benefit amount** we pay you for partial disability by any amount which is paid (whether by lump sum, periodic payment or otherwise) for any **sickness** or **injury** under any other disability income, sickness or accident plan with another company which commenced or had been applied for by or on behalf of the person insured, prior to this plan and was not disclosed to us before this plan commenced.

Such amounts are defined under this plan as **offset amounts**.

Refer to clause D.2.1.2 for full details of:

- when we will offset your benefit
- when we will not offset your benefit, and
- recovery of offset amounts.

*The implication of offset amounts in determining how much we pay*

#### **Where the schedule specifies the plan type as Agreed Value**

If the person insured is partially disabled, the amount we pay is worked out by applying the formula:

$A - B - D$

Where:

A equals the person insured's **pre-disability income**.

B is the person insured's average monthly **income** during the period for which he or she is partially disabled. If **income** is a loss, then B will equal zero.

D is the offset amount.

#### **Where the schedule specifies the plan type as Indemnity Option and the occupation category as MP, AA, A, B, C, D, BY, CY or DY**

We will only reduce the benefit for partial disability in this way if the **offset amounts**, plus the benefit payable to you under this plan, total more than 75 per cent of the person insured's **pre-disability income**. If this applies, we will reduce the benefit under this plan to an amount which, when added to the **offset amounts**, equals 75 per cent of the person insured's **pre-disability income**.

#### **Where the schedule specifies the plan type as Indemnity Option and the occupation category as F**

We will only reduce the benefit for partial disability in this way if the **offset amounts**, plus the benefit payable to you under this plan, total more than 30 per cent of the person insured's **pre-disability income**. If this applies, we will reduce the benefit under this plan to an amount which, when added to the **offset amounts**, equals 30 per cent of the person insured's **pre-disability income**.

However, in all situations we will not pay more than the **Total disability benefit amount**.

If you have a claim under any income insurance plan, the **Total disability benefit amount** may be reduced to nil because of these **offset amounts**. In this case, we will be deemed to be paying you a benefit, even though you receive no money from us.

##### **D.2.2.3 When we start paying**

We do not start paying as soon as the person insured is partially disabled. You have to wait until the end of the **waiting period** and also comply with the requirements set out in Part F. The **waiting period** starts when a **medical practitioner** first examines the person insured and certifies that he or she is totally disabled for a specified period of time. The **benefit period** begins from the end of the **waiting period**. You are not entitled to a Partial disability benefit for the duration of the **waiting period**.

##### **D.2.2.4 When we pay**

We pay you a proportion of the **Total disability benefit amount** at the end of each month for which you are entitled to be paid.

##### **D.2.3 When we stop paying Total or Partial disability benefits**

We stop paying Total or Partial disability benefits as soon as one of the following happens:

- the person insured is not totally or partially disabled, or
- the person insured dies, or

- the person insured's disability arises as a result of his or her commission of, or involvement in, an intentional criminal act, or
- the **benefit period** ends, or
- the person insured turns 65 unless the schedule specifies the benefit period is to age 70, or
- you or the person insured make a fraudulent claim, or
- the person insured fails to take all steps to return to full-time work if he or she has the capacity to do so.

*We also stop paying for other reasons*

We will also stop paying as soon as one of the following happens:

- the person insured is in jail or otherwise detained as a result of a criminal act, or
- the person insured fails to make available to us medical, financial or other evidence which we require to assess the claim, or
- the person insured is not under **medical care**.

However, subject to the terms of the plan and where payments have ceased for one of the four reasons above, payments may recommence if:

- (i) the reason for stopping payments no longer applies
- (ii) the person insured continues to be totally or partially disabled, and
- (iii) cover has not ceased under the plan.

Where the person insured has remained totally or partially disabled for the duration of the period in which payments were stopped, we will treat the resumption of payments as a continuation of the same claim where no **waiting period** applies. The **benefit period** continues throughout the period in which the payments were stopped.

Payments will not be made for the period in which payments were stopped except where you can demonstrate that the person insured has continued to meet the terms and conditions of the plan during the period when payments were stopped.

##### **D.2.4 If the person insured has been totally disabled but is capable of returning to work in a partial capacity**

Depending on the person insured's occupation category, a reduced benefit may be payable where the person insured does not return to work. The amount we pay will be worked out applying the formula set out in clause D.2.2.2.

##### **Where the schedule specifies the occupation category as MP, AA or A**

If the person insured has been totally disabled for at least 7 out of a consecutive 12 days, and does not return to work but medical evidence demonstrates a capacity to work, we may pay a Partial disability benefit based on the person insured's capacity to return to work.

##### **Where the schedule specifies the occupation category as B, C, D, BY, CY, DY or F**

If the person insured has been totally disabled for at least 14 days, and does not return to work but medical evidence demonstrates a capacity to work, we may pay a Partial disability benefit based on the person insured's capacity to return to work.

## **D.2.5 Included benefits**

The included benefits detailed in clauses D.2.5.1 to D.2.5.19, are incorporated in your plan as set out in clause C.1.

### **D.2.5.1 Attempted return to work during the waiting period**

#### **Where 14 or 30 day waiting periods apply**

If the person insured returns to work during the **waiting period** in a full-time capacity for five consecutive days or less, we will extend the **waiting period** by the number of days he or she has returned to work in a full-time capacity. If the person insured returns to work during the **waiting period** in a full-time capacity for more than five consecutive days, the **waiting period** starts again.

#### **Where 60, 90, 180, 365 or 730 day waiting periods apply**

If the person insured returns to work during the **waiting period** in a full-time capacity for 10 consecutive days or less, we will extend the **waiting period** by the number of days he or she has returned to work in a full-time capacity. If the person insured returns to work during the **waiting period** in a full-time capacity for more than 10 consecutive days, the **waiting period** starts again.

### **D.2.5.2 Death benefit**

Refer to clause D.1.5.2 for the details of this benefit.

### **D.2.5.3 Elective or cosmetic surgery benefit**

Refer to clause D.1.5.3 for the details of this benefit.

### **D.2.5.4 Family carer's income benefit**

Refer to clause D.1.5.4 for the details of this benefit.

### **D.2.5.5 Family member's accommodation benefit**

Refer to clause D.1.5.5 for the details of this benefit.

### **D.2.5.6 Home coming costs benefit**

Refer to clause D.1.5.6 for the details of this benefit.

### **D.2.5.7 Leave without pay continuation benefit**

#### **Where the schedule specifies the occupation category as MP, AA, A, B, C or D**

Refer to clause D.1.5.7 for the details of this clause.

#### **Where the schedule specifies the occupation category as BY, CY or DY**

If the person insured is on leave without pay for maternity or paternity leave, study leave or compassionate leave or any other leave without pay, you can continue the plan. To continue the plan, you must keep paying the premium.

We will not pay benefits while the person insured is on leave without pay.

### **D.2.5.8 Nursing care benefit**

Refer to clause D.1.5.8 for the details of this benefit.

### **D.2.5.9 Premium freeze**

Refer to clause D.1.5.9 for details of this benefit.

### **D.2.5.10 Recurring disability benefit**

If the person insured returned to full-time work for less than 12 months since we last paid you because he or she was totally disabled or partially disabled and, while the plan is still current, he or she has a recurrence of total or partial disability from the same cause or a related cause, then we will treat it as a continuation of

the same claim. Medical and other evidence will be used by us to determine if the disability is from the same or related cause. No **waiting period** applies and the **benefit period** does not start again if we are paying you because of a recurrence of the disability.

However where the **benefit period** is one year, two years or five years, the disability must recur within six months since we last paid you.

If the person insured can demonstrate that he or she returned to full-time work for longer than 12 months, or six months where the **benefit period** is one year, two years or five years, then the claim will be treated as a separate claim.

### **D.2.5.11 Rehabilitation expenses benefit**

Refer to clause D.1.5.11 for the details of this benefit.

### **D.2.5.12 Rehabilitation programme benefit**

Refer to clause D.1.5.12 for the details of this benefit.

### **D.2.5.13 Right to convert 730 day waiting period to 90 day waiting period**

Refer to clause D.1.5.13 for details of this benefit.

### **D.2.5.14 Right to take out an Income Insurance Senior Plan**

Refer to clause D.1.5.14 for the details of this benefit.

### **D.2.5.15 Special care benefit**

Refer to clause D.1.5.15 for the details of this benefit.

### **D.2.5.16 Specific injuries and sicknesses benefit**

Refer to clause D.1.5.16 for the details of this benefit.

### **D.2.5.17 Unemployment continuation benefit**

#### **Where the schedule specifies the Income Insurance Plus Plan**

Refer to clause D.1.5.17 for the details of this clause.

#### **Where the schedule specifies the Income Insurance Plan and the occupation category as MP, AA, A, B, C or D**

The person insured can be unemployed. You will still be eligible to submit a claim during a period of unemployment providing the person insured can provide evidence that he or she is actively seeking employment. While the person insured is unemployed the definition of total disability will change as outlined in clause D.2.1.

#### **Where the schedule specifies the Income Insurance Plan and the occupation category as BY, CY or DY**

If the person insured can provide evidence that he or she is actively seeking employment, you can continue the plan. To continue the plan, you must keep paying the premium.

We will not pay benefits for an **injury** or **sickness** that commenced during the period the person insured is unemployed.

### **D.2.5.18 Unemployment premium waiver benefit**

Where the schedule specifies the Income Insurance Plus Plan

Refer to clause D.1.5.18 for details of this benefit.

### **D.2.5.19 Waiver of premium**

Refer to clause D.1.5.19 for details of this benefit.

## D.2.6 Optional benefits

The options detailed in clauses D.2.6.1 to D.2.6.6, may be added to your plan at an extra premium, as set out in clause C.2. An option only applies if it is specified in the schedule.

### D.2.6.1 Accelerated accident option

Refer to clause D.1.6.1 for the details of this benefit.

### D.2.6.2 Accident lump sum option

Refer to clause D.1.6.2 for the details of this benefit.

### D.2.6.3 Cover boost option

Refer to clause D.1.6.3 for the details of this benefit.

### D.2.6.4 Increasing claim option

Refer to clause D.1.6.4 for the details of this benefit.

### D.2.6.5 Occupationally acquired HIV, Hepatitis B and Hepatitis C option

Refer to clause D.1.6.5 for the details of this benefit.

### D.2.6.6 100 per cent superannuation guarantee contributions option

Refer to clause D.1.6.6 for the details of this benefit.

## D.2.7 Cancellable plans

**Where the schedule specifies the occupation category as BY, CY or DY, and following the completion of a claim for sickness or injury**

We may, from three years after the plan commencement date shown in your schedule:

- continue your plan on the same terms that applied before the sickness or injury claim, or
- offer to continue your plan by applying exclusions, premium loadings and/or special conditions to your plan subject to your agreement, or
- cancel your plan.

If we wish to apply exclusions, premium loadings and/or special conditions following the completion of a claim for sickness or injury, we will send you a written notice prior to the next policy anniversary date. You will have 30 days from the date of the notice to confirm your agreement, after which time your plan will end and cover under this policy will automatically cease.

Following the completion of a claim for sickness or injury, if we cancel your plan, we will send you a written notice. Your plan will end 30 days after you have received the notice from us.

## D.3 Income Insurance Senior Plan

### D.3.1 Total disability benefit

If the person insured is totally disabled, we will pay you the **Total disability benefit**.

The **Total disability benefit amount** is calculated monthly and we will pay you half a month in arrears and half a month in advance.

The person insured is totally disabled if, because of an **injury** or **sickness**, he or she is:

- not capable of doing one or more duties that are important and essential in producing income of his or her occupation
- not working in any occupation (whether paid or unpaid), and
- under **medical care**.

The person insured must meet the requirements for making a claim (as set out in Part F).

### D.3.1.1 How much we pay

The **Total disability benefit amount** is the monthly benefit as set out in the schedule. The amount we pay you is the lower of:

- the amount set out in the schedule, and
- 75 per cent of the person insured's **pre-disability income**.

### D.3.1.2 Offset amounts

We will reduce the **Total disability benefit amount** we pay you by any amount which is paid (whether by lump sum, periodic payment or otherwise) for any **sickness** or **injury** under:

- legislation, or
- any other disability income, sickness or accident plan with another company.

Such amounts are defined under this plan as **offset amounts**.

If an offset amount is paid as a lump sum, we will only reduce what we pay you by the portion of the lump sum relating to **income** for the same period.

If the amount relating to **income** is not readily ascertainable from the lump sum, we will agree to an offset amount with you. If we cannot agree, we will determine the amount of the lump sum relating to **income**.

Please note we do not reduce what we pay you by any amounts paid to you by way of:

- lump sum total and permanent disablement benefits, or any business overheads disability plan benefits indemnifying you against business expenses, or
- superannuation benefits (excluding insurance), or
- social security benefits, or
- any employer paid leave (including sick leave, annual leave and long service leave).

We will only reduce the **Total disability benefit amount** in this way if the **offset amounts**, plus the **Total disability benefit amount** payable to you under this plan, total more than 75 per cent of the person insured's **pre-disability income**. If this applies, we will reduce the **Total disability benefit amount** under this plan to an amount which, when added to the **offset amounts**, equals 75 per cent of the person insured's **pre-disability income**. However, we will not pay more than the **Total disability benefit amount**.

If you have a claim under the plan, the benefit may be reduced to nil because of these **offset amounts**. In this case, we will be deemed to be paying you a benefit, even though you receive no money from us.

### Recovery of offset amounts

If you receive any **offset amounts** you must promptly inform us in writing and provide us with full details of the amounts you have received. We may then reduce the benefit or recover the amount of any benefits overpaid to you, which should have been reduced, by any **offset amounts**.

We may also require you to sign a written undertaking, on such terms as we require, enabling us to recover any **offset amounts**.

### D.3.1.3 When we start paying

We do not start paying as soon as the person insured is totally disabled. You have to wait until the end of the **waiting period** and also comply with the requirements set out in Part F. The **waiting period** starts when a **medical practitioner** first examines the person insured and certifies that he or she is totally disabled. The **benefit period** begins from the end of the



**waiting period.** You are not entitled to a **Total disability benefit** for the duration of the **waiting period**.

#### D.3.1.4 When we pay

The **Total disability benefit amount** is calculated monthly and we will pay you half a month in arrears and half a month in advance. For part of a month, we pay you 1/30th of the **Total disability benefit amount** for each day you are entitled to be paid.

#### D.3.2 When we stop paying a Total disability benefit

We stop paying as soon as one of the following happens:

- the person insured is not totally disabled, or
- the person insured dies, or
- the person insured's disability arises as a result of his or her commission of, or involvement in, an intentional criminal act, or
- the **benefit period** ends, or
- the person insured turns 70, or
- you or the person insured make a fraudulent claim, or
- the person insured fails to take all steps to return to full-time work if he or she has the capacity to do so.

We also stop paying for other reasons

We will also stop paying as soon as one of the following happens:

- the person insured is in jail or otherwise detained as a result of a criminal act, or
- the person insured fails to make available to us medical, financial or other evidence which we require to assess the claim, or
- the person insured is not under **medical care**.

Subject to the terms of the plan and where payments have ceased for one of the three reasons above, payments may recommence if:

- (i) the reason for stopping payments no longer applies
- (ii) the person insured continues to be totally disabled, and
- (iii) cover has not ceased under the plan.

If the person insured has remained totally disabled for the duration of the period in which payments were stopped, we will treat the resumption of payments as a continuation of the same claim where no **waiting period** applies. The **benefit period** continues throughout the period in which the payments were stopped.

Payments will not be made for the period in which payments were stopped except where you can demonstrate that you have continued to meet the terms and conditions of the plan during the period when payments were stopped.

#### D.3.3 Included benefits

The included benefit detailed in clause D.3.3.1 is incorporated in your plan as set out in clause C.1.

##### D.3.3.1 Waiver of premium

Refer to clause D.1.5.19 for details of this benefit.

## D.4 Business Expenses Insurance Plan

### D.4.1 Total disability benefit

If the person insured is totally disabled, we will pay you the **Total disability benefit**. We will only pay if the person insured owns a business immediately before and during his or her total disability, and he or she was actively managing that business immediately before his or her total disability.

The **Total disability benefit amount** is calculated monthly and we will pay you monthly in arrears.

The person insured is totally disabled if, because of an **injury** or **sickness**, he or she is:

- not capable of doing one or more duties that are important and essential in producing income of his or her occupation
- not working in any occupation (whether paid or unpaid), and
- under **medical care**.

The person insured must meet the requirements for making a claim (as set out in Part F).

#### D.4.1.1 How much we pay

The **Total disability benefit amount** is the monthly benefit specified on the schedule. The **Total disability benefit amount** may vary in the ways set out in the plan.

We will pay the person insured's business expenses up to the **Total disability benefit amount** for which he or she is insured. The amount we pay is also subject to the maximum monthly **Total disability benefit amount** limits applicable at the time you applied for this plan. For part of a month, we pay you 1/30th of the **Total disability benefit amount** for each day you are entitled to be paid.

#### D.4.1.2 Offset amounts

**Where the schedule specifies the occupation category as MP, AA or A**

We will reduce the **Total disability benefit amount** we pay you by any amount which is paid (whether by lump sum, periodic payment or otherwise) for any **injury** or **sickness** under any other business expenses plan with another company which commenced or had been applied for by or on behalf of the person insured prior to this plan and was not disclosed to us before this plan commenced.

**Where the schedule specifies the occupation category as B, C or D**

We will reduce the **Total disability benefit amount** we pay you by any amount which is paid (whether by lump sum, periodic payment or otherwise) for any **sickness** or **injury** under:

- legislation, or
- any other business expenses plan with another company which commenced or had been applied for by or on behalf of the person insured prior to this plan and was not disclosed to us before this plan commenced.

Such amounts are defined under this plan as **offset amounts**. We will only do this if the amount paid covers the same or similar business expenses as the plan. If you have a claim under the plan, your benefit may be reduced to nil because of these **offset amounts**. In this case, we will be deemed to be paying you a benefit, even though you receive no money from us.

### Recovery of offset amounts

If you receive any offset amount as defined in this clause you must promptly inform us in writing and provide us with full details of the amounts you have received. We may then reduce the benefit or recover the amount of any benefits overpaid to you, which should have been reduced, by any offset amount.

We may also require you to sign a written undertaking, on such terms as we require, enabling us to recover any offset amount.

### We may reduce the benefit by the person insured's earnings

If the person insured earns money from the business, or if the person insured is a co-owner and the person insured's share of the business earns money, during a period for which we are paying a claim, the amount he or she earns in any month may be deducted from the business expenses we pay. If we deduct **earnings**, we will first reduce them by any costs. That is, any amount paid by the business in any way to the replacement, or to any other employee at the business who generated those **earnings**.

### When will we deduct earnings

In deciding whether we will deduct **earnings**, we will calculate the difference between the actual monthly business expenses incurred and the monthly **Total disability benefit amount** for which the person insured is insured.

We will deduct net earnings (**earnings** less costs) from the **Total disability benefit amount** we pay you, if the net earnings in the period we are paying you a claim are more than or equal to that difference.

For example:

#### Example 1

business expenses	\$10,000	<b>earnings</b>	\$5,000
<b>less Total disability benefit amount</b>	\$7,000	<b>less costs</b>	\$3,000
difference	<b>\$3,000</b>	net earnings	<b>\$2,000</b>

As the amount of net earnings (\$2,000) is less than the difference between actual business expenses and the **Total disability benefit amount** (\$3,000), we will not deduct **earnings** from the actual monthly business expenses. Therefore, as you are entitled to monthly business expenses, up to the **Total disability benefit amount**, we will pay you \$7,000.

#### Example 2

business expenses	\$10,000	<b>earnings</b>	\$5,000
<b>less Total disability benefit amount</b>	\$9,000	<b>less costs</b>	\$3,000
difference	<b>\$1,000</b>	net earnings	<b>\$2,000</b>

As the amount of the net earnings (\$2,000) is more than the difference between the actual business expenses and the **Total disability benefit amount** (\$1,000), we will deduct the net earnings from the monthly business expenses as follows:

business expenses	\$10,000
<b>less net earnings</b>	\$2,000
net business expenses	<b>\$8,000</b>

As you are entitled to monthly business expenses, up to the **Total disability benefit amount**, we will pay you \$8,000.

### D.4.1.3 Joint business expenses

If the person insured is a co-owner of the business, we will calculate, at our discretion, a fair and reasonable share of the business expenses. We will have regard to the ordinary manner in which profits and any losses of the business are allocated between the person insured and the other co-owners.

### D.4.1.4 The business expenses we will pay for

Expenses that are actually incurred in the operation of the business during the period of the claim and which are essential to producing the income of that business. We will pay:

- property rates and taxes
- rent or the regular instalment payment of any loan or mortgage which solely relates to the conduct of the business
- electricity, gas and water rates, general insurance premiums, cleaning, laundry, heating and telephone accounts, leasing of equipment or motor vehicles, dues to professional bodies
- salaries of employees who do not contribute directly to the person insured's earnings or the **earnings** of his or her business and costs directly related to those salaries (eg superannuation)
- net cost of a medical locum (where fees incurred for the locum exceed the income generated by the locum), and
- other fixed expenses which are normal and customary in the conduct and operation of the person insured's business.

### D.4.1.5 What we will not pay for

We will not pay for:

- goods, wares or merchandise or stock in trade, or
- depreciation of real estate, or
- remuneration, however paid, to the person insured or to any other person who directly contributes to the earnings of the person insured or **earnings** of the business (unless it is for the net cost of a locum detailed in clause D.4.1.3), or
- remuneration, however paid, to members of the person insured's family unless they were full-time employed at least 30 days prior to the person insured's total disability and they did not directly contribute to the earnings of the person insured or **earnings** of the business, or
- any expenses which are not regularly paid or payable, or
- taxes levied in respect of the expenses or outgoings of business, (including taxes levied pursuant to the Income Tax Assessment Act), or in respect of benefits payable under the plan.

### D.4.1.6 When we start paying

You have to wait until the end of the **waiting period** and also comply with the requirements set out in Part F. The **waiting period** starts when a **medical practitioner** first examines the person insured and certifies that he or she is totally disabled.

The **benefit period** begins from the end of the **waiting period**. You are not entitled to a **Total disability benefit** for the duration of the **waiting period**.

### D.4.1.7 When we pay

The **Total disability benefit amount** will be proportioned out and paid at the end of each month for which you are entitled to be paid. For part of a month, we pay you 1/30th of the **Total disability benefit amount** for each day you are entitled to be paid.

#### D.4.2 Partial disability benefit

If the person insured is partially disabled, we may pay you a reduced benefit. Depending on the person insured's occupation category, a period of total disability must be met in order to be classified as partially disabled. We will pay you monthly in arrears.

##### Where the schedule specifies the occupation category as MP, AA or A

The person insured is partially disabled if, immediately after being totally disabled for a period of at least 7 out of a consecutive 12 days of the **waiting period**, he or she has returned to work or was capable of returning to work as determined by us based on medical evidence and, solely because of **sickness** or **injury**, he or she is:

- not capable of doing one or more duties that are important and essential in producing income of his or her occupation, and
- under **medical care**.

We will, at our discretion consider the opinion of the person insured's **medical practitioner** and **medical practitioners** nominated by us.

##### Where the schedule specifies the occupation category as B, C or D

The person insured is partially disabled if, immediately after being totally disabled for a period of at least 14 days of the **waiting period**, he or she has returned to work or was capable of returning to work as determined by us based on medical evidence, and, solely because of **sickness** or **injury**, he or she is:

- not capable of doing one or more duties that are important and essential in producing income of his or her occupation, and
- under **medical care**.

We will, at our discretion consider the opinion of the person insured's **medical practitioner** and **medical practitioners** nominated by us.

##### D.4.2.1 How much we pay

The amount we pay will be determined on a daily basis and will be paid monthly in arrears. It will be the lower of the:

- **Total disability benefit amount**
- person insured's share of the business expenses actually incurred which relate to the period the person insured is partially disabled less:
  - any amounts that are reimbursed from elsewhere, and
  - the person insured's share of the business turnover for that period.

*Business turnover for a period will be the gross income of the business for the period of partial disability*

The person insured's share of business expenses actually incurred, or of business turnover, will be determined in line with the usual manner of apportioning profits and/or losses of the business between the person insured and any co-owners of the business. When the person insured is partially disabled and is not working but is capable of returning to work, business turnover will be determined by us based on his or her capacity to return to work based on medical and other evidence.

##### D.4.2.2 Offset amounts

Refer to clause D.4.1.2 for full details of when we will reduce the benefit, recovery of offset amounts, circumstances when we will reduce the benefit by the person insured's earnings and circumstances when we will deduct **earnings**.

##### D.4.2.3 When we start paying

You have to wait until the end of the **waiting period** and also comply with the requirements set out in Part F. The **waiting period** starts when a **medical practitioner** first examines the person insured and certifies that he or she is totally disabled for a specified period of time. The **benefit period** begins from the end of the **waiting period**. You are not entitled to a Partial disability benefit for the duration of the **waiting period**.

##### D.4.2.4 When we pay

We will pay a proportion of the **Total disability benefit amount** at the end of each month for which you are entitled to be paid.

##### D.4.3 When we stop paying total or partial benefits

We stop paying Total or Partial disability benefits as soon as one of the following happens:

- the person insured is not totally or partially disabled, or
- the person insured dies, or
- we have paid you 12 times the monthly **Total disability benefit amount**, or
- the person insured turns 65, or
- you or the person insured make a fraudulent claim, or
- the person insured fails to take all steps to return to work if he or she has the capacity to do so, or
- the person insured's disability arises as a result of his or her commission of, or involvement in, an intentional criminal act.

##### We also stop paying for other reasons

We will also stop paying as soon as one of the following happens:

- the person insured is in jail or otherwise detained as a result of a criminal act, or
- the person insured fails to make available to us medical, financial or other evidence which we require to assess the claim, or
- the person insured is not under **medical care**.

However, subject to the terms of the plan and where payments have ceased for one of the four reasons above, payments may recommence if:

- (i) the reason for stopping payments no longer applies, and
- (ii) the person insured continues to be totally or partially disabled, and
- (iii) cover has not ceased under the plan.

Where the person insured has remained totally or partially disabled for the duration of the period in which payments were stopped, we will treat the resumption of payments as a continuation of the same claim where no **waiting period** applies. The **benefit period** continues throughout the period in which the payments were stopped.

Payments will not be made for the period in which payments were stopped except where you can demonstrate that the person insured has continued to meet the terms and conditions of the plan during the period when payments were stopped.

#### D.4.4 Included benefits

The included benefits detailed in clauses D.4.4.1 and D.4.4.6, are incorporated in your plan as set out in clause C.1.

##### D.4.4.1 Attempted return to work during the waiting period

###### Where 14 or 30 day waiting periods apply

If the person insured returns to work during the **waiting period** in a full-time capacity for five consecutive days or less, we will extend the **waiting period** by the number of days he or she has returned to work in a full-time capacity. If the person insured returns to work during the **waiting period** in a full-time capacity for more than five consecutive days, the **waiting period** starts again.

###### Where 60 or 90 day waiting periods apply

If the person insured returns to work during the **waiting period** in a full-time capacity for 10 consecutive days or less, we will extend the **waiting period** by the number of days he or she has returned to work in a full-time capacity. If the person insured returns to work during the **waiting period** in a full-time capacity for more than 10 consecutive days, the **waiting period** starts again.

##### D.4.4.2 Death benefit

Refer to clause D.1.5.2 for the details of this benefit.

##### D.4.4.3 Elective or cosmetic surgery

Refer to clause D.1.5.3 for the details of this benefit.

##### D.4.4.4 Premium freeze

Refer to clause D.1.5.9 for the details of this benefit.

##### D.4.4.5 Recurring disability benefit

We will continue the claim if the person insured suffers a recurrence of total disability where the person insured returned to full-time work for less than six months. The plan must still be current and the recurrence of total disability arises from the same cause or a related cause. Medical and other evidence will be used by us to determine if the disability is from the same or related cause. In this case, no **waiting period** applies and the **benefit period** does not start again. However, the claim will be treated as a separate claim if the person insured returns to full-time work for six months or more.

##### D.4.4.6 Waiver of premium

Refer to clause D.1.5.19 for details of this benefit.

## E When we will not pay

### E.1 If the person insured had a medical condition, injury or sickness before the plan began

We will not pay a benefit for a medical condition, **injury** or **sickness** that occurred before the Commencement date unless you or the person insured told us in writing about the medical condition, **injury** or **sickness** and we agreed to accept it, when you or he or she applied for the plan or applied to have the plan increased (except where the increase was due to exercising an option) or restored under clause H.5.

For the purposes of this clause, the person insured had a medical condition, **injury** or **sickness** if:

- a 'medical practitioner' or 'other health professional' gave the person insured, or recommended that he or she receive advice, care or treatment, or
- the person insured had symptoms of a medical condition or **sickness** for which a reasonable person would have tried to receive advice, care or treatment from a 'medical practitioner' or 'other health professional'.

'Medical practitioner' means a registered **medical practitioner** who is appropriately qualified to treat the person insured for a medical condition, **injury** or **sickness**. For the purposes of this clause only, the 'medical practitioner' can be you or the person insured or a family member, business partner, employee or employer of you or the person insured. For all other clauses in this plan, the definition of **medical practitioner** is contained in clause I.2.

'Other health professional' means a physiotherapist, chiropractor, occupational therapist, practitioner of Chinese medicine, herbal therapies or any other such person.

### E.2 If the person insured's injury or sickness was caused by you or the person insured, pregnancy, war or an excluded event

We will not pay if the person insured's **injury** or **sickness** was caused by:

- the person insured or you on purpose, or
- uncomplicated pregnancy, miscarriage or childbirth, or
- war or war-like activities.

Complications arising from pregnancy that result in disablement are covered under the plan.

### E.3 If a fraudulent claim is made

If you or the person insured makes a fraudulent claim we may refuse payment of the claim.

## F How to make a claim

After the person insured's **injury** or **sickness** happens you must tell us within 30 days, or as soon after that as possible, that you will make a claim.

#### Complete forms and return to us

The claim forms will be provided to you as soon as reasonably possible. Please complete the forms and return them to us within 30 days of the start of the period for which you are claiming the benefit, or as soon after that as possible. Once we have received the properly completed claim forms, we will treat this as written notice of the claim.

If we do not have written notice of the claim within 60 days of the person insured ceasing work due to his or her ***injury*** or ***sickness***, our right to properly assess a claim may be prejudiced. Therefore, we may refuse to pay you for any part of the claim which happened 60 days or more before we received written notice.

You will need to get the person insured's ***medical practitioner*** to fill in a section of the claim form. Unless otherwise agreed with us in writing, progress claim forms must be completed monthly. However, we will not pay for any costs involved in getting the ***medical practitioner*** to complete these forms.

#### ***We can ask for more information***

At any time we, or our appointed representatives, may ask the person insured or you for more information. This may include proof of age, information about the person insured's health, including past medical history, financial and business affairs, other insurance claims or any other matter which we consider relevant to the claim. You, or the person insured, must give us that information, and, if we request, allow yourself to be interviewed or examined. We may choose a ***medical practitioner*** to examine the person insured. We will pay the costs of getting any additional medical information or having any examination or interview that we request. In this clause, 'information' includes an authority to obtain information from and/or provide information to another source.

## **G The premium you must pay**

### **G.1 Premiums**

You must pay your premium when it is due and in Australian dollars. The premium includes the cost of providing the insurance and all taxes, duties, charges and the plan fee. You can pay by instalments. We will calculate your premium on each ***renewal date***.

The cost of providing the insurance, if applicable, is based on:

- the amount of the Benefit
- the person insured's age
- any special conditions such as exclusions and loadings that apply, and
- the standard premium table that applies at the time.

### **G.2 We can change your premium**

The standard premium table for each Premium structure shows factors and premium rates for each age, based on the person insured's sex, occupation and whether he or she smokes.

At any time we may change the standard premium tables so that the changes apply to all owners of this type of plan. We may reclassify the person insured's individual occupation into another occupation category based on the claims' experience of the person insured's individual occupation. If we do this, it will apply to all persons insured of the same occupation. A change to the person insured's occupation category will result in a different premium being applied. If we do this, we will notify you in writing before the changes come into effect.

### **G.3 Premium structure**

#### **Where the schedule specifies the Income Insurance Premier Plan, the Income Insurance Plus Plan, the Income Insurance Plan or the Business Expenses Insurance Plan**

The premium structure you choose will determine how often we refer to the standard premium table to obtain the premium rate for the person insured. You can choose either a level or stepped premium structure. For full details refer to clauses G.3.1 and G.3.2.

#### **Where the schedule specifies the Income Insurance Senior Plan**

The premium structure determines how often we refer to the standard premium table to obtain the premium rate for the person insured. The premium structure for the Income Insurance Senior Plan is stepped. For full details refer to clause G.3.2.

#### **G.3.1 Level**

Where the premium structure is 'level', we will only obtain the premium rate at the Commencement date of the plan, except if:

- there are any increases in the monthly benefit specified in the schedule, in which case we will obtain the premium rate for each increase at the date of that increase, or
- we change the standard premium table so that the changes apply to all plans like this one, in which case we will apply the new premium rates based on the new standard premium table at the date of the change.

#### **G.3.2 Stepped**

Where the premium structure is 'stepped', we recalculate the premium rate every year on the ***renewal date*** of the plan based on your age.

The cost for insurance will normally increase as the person insured grows older.

### **G.4 What are the charges?**

All the charges (other than the cost of providing the insurance) for the plan are described in this section. Please refer to the Product Disclosure Statement for further information. We will not apply any other charges without your consent.

#### ***Plan fee***

The plan fee contributes to meeting the establishment and administration costs of the plan.

In certain circumstances only one plan fee will be applicable. The conditions for this are outlined in clause A.12.

The plan fee may be increased to take account of the effects of inflation. If we do this, we will use the increase in the CPI (clause B.6).

#### ***Instalment loading***

An instalment loading applies if you choose to pay more frequently than annually. The loading is three and a half per cent of the annual premium for half yearly cases and seven per cent for all other premium frequencies.

#### ***Government stamp duty***

A government stamp duty may be charged on this plan, and any ***options*** that have been attached to this plan, based on the state in which the person insured lives.

The stamp duty rates and how they are charged vary from state to state and depend on the type of insurance that has been purchased.

The stamp duty will be included in, or in addition to, the insurance premium. If the stamp duty is charged in addition to the insurance premium, it will be shown as a separate item on the schedule.

State governments may change the rate of stamp duty or method of calculation from time to time, and any change may affect the amount you pay.

#### *Variations*

We can change the fees or charges which apply to the plan. If we change the fees or charges we may tell you in writing prior to the change occurring.

#### *Taxation*

We can change the standard premium tables, fees or charges at any time to take account of any change to taxation or revenue laws.

## H Ending the plan

### H.1 You can end the plan

You can end the plan at any time. If you cancel it in the first 28 days from the date your plan document is first received, we will refund any premiums paid.

The plan ends on the date we receive your notice requesting the plan termination.

When the plan ends, you can no longer make a claim under the plan and we do not have to pay you any benefits.

### H.2 When the plan will end

The plan automatically ends as soon as one of the following happens:

- the person insured permanently retires, or
- the person insured dies, or
- on the Expiry date, or
- your premium is more than 30 days late. However, we will give you 28 days written notice before we end it for this reason.

Please note that the schedule may show a number of plans and/or **options**, each of which may have a different Expiry date. Refer to the schedule for the Expiry date of each plan and/or option.

#### **Where the schedule specifies the occupation category as F**

The plan will also automatically end as soon as one of the following happens:

- the person insured ceases **farming** for more than three months in a row for a reason other than disability (the person insured must notify us once they have ceased farming for more than three months for a reason other than disability), or
- we issue a replacement plan under clause H.3.

#### **Where the schedule specifies the occupation category as BY, CY or DY, and following the completion of a claim for sickness or injury**

We may, from the three years after the plan commencement date shown in your schedule, cancel your plan as set out in clause A11.

#### **Where the schedule specifies the Income Insurance Senior Plan**

The plan will also automatically end if the person insured is not employed in full-time paid work. However, we will not end the plan if the person insured is not working while you are receiving a **Total disability benefit**. The person insured must notify us once they have ceased full-time paid work for a reason other than disability.

#### **Where the schedule specifies the Business Expenses Insurance Plan**

The plan will also automatically end if the person insured ceases paid work for more than three months other than by reason of death or total disability. However, we will not end the plan if the person insured is not working while you are receiving a **Total disability benefit**. The person insured must notify us once they have ceased paid work for more than three months for a reason other than disability.

#### **Where the schedule specifies accelerated accident option**

The option ceases to apply when the plan ends.

#### **Where the schedule specifies accident lump sum option**

The option ceases to apply when the plan ends or when we have paid you 100 per cent of the lump sum option amount, whichever happens first.

#### **Where the schedule specifies cover boost option**

The option ceases to apply when the plan ends or when you have reached the maximum number of increase dates, whichever happens first.

#### **Where the schedule specifies increasing claim option**

The option ceases to apply when the plan ends or when the person insured turns 65, whichever happens first.

#### **Where the schedule specifies occupationally acquired HIV, Hepatitis B and Hepatitis C option**

The option ceases to apply when the plan ends or when we pay you the lump sum under this option, whichever happens first.

### H.3 Replacement Plan

#### **Where the schedule specifies the occupation category as F**

If, within three months of the person insured ceasing **farming**, he or she commences other full-time work, we will issue a replacement income insurance plan without further health evidence. We will do this provided we receive your written request for a new plan within three months from the date the person insured stopped **farming**. We will forward you a new plan document and will notify you when cover begins.

The new plan you will be entitled to will:

- have a **waiting period** no shorter than the **waiting period** under the plan
- have a **benefit period for injury** and **sickness** no longer than the **benefit period for injury** and **sickness** under the plan, and

- have a **Total disability benefit** which will be the lower of:
  - the **Total disability benefit amount** under the plan, as at the date the person insured stops **farming**, or
  - 75 per cent of the average monthly **income** the person insured earns for the work he or she does in the new occupation, less business expenses but before personal deductions and income tax.

Financial evidence will be required to determine the level of cover under the new plan.

#### H.4 Restoring the plan

If the plan ends because the premium is more than 30 days late, you have six months after the date the premiums are paid to in which to ask us to restore it. When we are deciding whether or not to restore the plan, we may ask you for more information and/or require the person insured to undergo medical assessment. If we restore the plan you have to pay the premium and any premium owing. The plan is restored when we tell you that in writing.

##### *We can set conditions*

We can restore the plan on certain conditions. If we restore the plan on a condition that is inconsistent with any condition that was in place before the plan was terminated, that new condition takes priority.

##### *Injuries and sicknesses covered*

If we restore the plan, the plan and any new or changed conditions the plan may have only applies in relation to the diagnosis of, or suffering from an injury or sickness that happens after it is restored.

## I Definitions

### I.1 Specific injuries and sicknesses definitions

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

#### **Advanced diabetes**

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

- severe diabetic retinopathy resulting in visual acuity uncorrected and corrected of 6/36 or worse in both eyes
- severe diabetic neuropathy 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 clearance below the laboratory's measured normal range).

#### **Alzheimer's disease and other dementias**

Alzheimer's disease and other dementias means an unequivocal clinical diagnosis of dementia (including Alzheimer's disease) resulting in significant cognitive impairment.

Significant cognitive impairment means a deterioration in the Life Insured's Mini-Mental State Examination scores to 24 or less.

#### **Aplastic anaemia**

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

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

#### **Benign brain tumour**

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

- there is at least 25 per cent permanent impairment of whole body function, or
- cranial surgery is required for its treatment.

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

- cysts
- granulomas
- malformations in or of the arteries or veins of the brain
- haematomas, and
- tumours in the pituitary gland or spine.

#### **Blindness**

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

#### **Cancer**

Cancer as defined in this policy means an abnormal growth of cells that is confirmed on pathology tests to include the uncontrolled spread of malignant cells and the invasion and destruction of normal tissue. The term cancer includes leukaemia, lymphomas such as Hodgkin's disease, malignant tumours of the body and melanomas greater than or equal to Clarke Level 3 or greater than or equal to 1.5 mm depth of invasion or where the melanoma is showing signs of ulceration, unless excluded below:

- carcinoma in situ of the breast where the tumour is classified as TNM stage Tis unless requiring surgery that results in the removal of the entire breast
- all tumours classified as carcinoma in situ
- melanomas that are both less than Clark Level 3 and less than 1.5 mm in thickness (unless there is histological evidence of ulceration)
- prostate tumours classified as T1 (all categories) under the TNM (or equivalent) classification system unless prostatectomy is performed
- other skin cancers unless there has been evidence of spread (that is, metastasis to other parts of the body)
- lymphocytic leukaemia less than Rai stage I
- tumours that occur within the 90 day qualifying period, and
- tumours that recur outside the 90 day qualifying period unless the recurrence can be shown to be unrelated.

### **Cardiac arrest**

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

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

### **Cardiomyopathy**

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

### **Chronic kidney failure**

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

### **Chronic liver disease**

Chronic liver disease means end stage liver failure resulting in:

- permanent jaundice, and
- ascites or encephalopathy.

### **Coma**

Coma means the failure of cerebral function as shown by total unresponsiveness to all external stimuli persisting continuously with the use of a life support system for a period of at least three days.

### **Coronary artery bypass surgery**

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

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

### **Deafness**

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

### **Encephalitis**

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

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

Encephalitis as a result of HIV infection is excluded.

### **Heart attack**

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

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

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

- a permanent reduction in the left ventricular ejection fraction to less than 50 per cent measured in the three months or more after the event, or
- new pathological Q waves.

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

### **Heart valve surgery**

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

### **Loss of capacity for independent living**

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

### **Loss of speech**

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

### **Lung disease**

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

### **Major head injury**

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

### **Major organ transplant**

Major organ transplant means:

- the receipt of a transplant of human bone marrow or whole human organs, or
- upon specialist medical advice and proof of being placed on an official Australian acute care hospital waiting list, approved by us, to undergo necessary organ transplant, or
- undergoing permanent mechanical replacement for one or more of the following human organs: heart, lung, liver, kidney, pancreas or small bowel.

### **Medically acquired HIV infection**

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

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



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

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

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

#### **Motor neurone disease**

Motor neurone disease means unequivocal diagnosis of motor neurone disease by a consultant neurologist and confirmed by neurological investigations.

#### **Multiple sclerosis**

Multiple sclerosis means unequivocal diagnosis of multiple sclerosis confirmed by a consultant neurologist where there has been more than one episode of well defined neurological deficit with persisting neurological abnormalities. The neurological deficit must involve motor and sensory function.

#### **Muscular dystrophy**

Muscular dystrophy means the unequivocal diagnosis of muscular dystrophy confirmed by a consultant neurologist.

#### **Parkinson's disease**

Parkinson's disease means the unequivocal diagnosis of degenerative idiopathic Parkinson's disease confirmed by a consultant neurologist, as characterised by the clinical manifestation of one or more of the following:

- rigidity,
- tremor, and
- akinesia,

resulting in the degeneration of the nigrostriatal system.

All other types of Parkinsonism are excluded (for example, secondary to medication).

#### **Pneumonectomy**

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

#### **Primary pulmonary hypertension**

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

#### **Severe burns**

Severe burns means third degree burns to:

- 20 per cent or more of the body surface as measured by the Lund and Browder Body Surface chart (or equivalent classification), or
- 50 per cent or more of the face requiring surgical debridement and/or grafting, or
- 50 per cent of both hands or both feet requiring surgical debridement and/or grafting.

#### **Severe rheumatoid arthritis**

Severe rheumatoid arthritis means the unequivocal diagnosis of severe rheumatoid arthritis confirmed by a rheumatologist. The diagnosis must be supported by, and evidence, all of the following criteria:

- at least a six week history of severe rheumatoid arthritis which involves three or more of the following joint areas:
  - proximal interphalangeal joints in the hands
  - metacarpophalangeal joints in the hands
  - metatarsophalangeal joints in the foot, wrist, elbow, knee, or ankle
- simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone)
- typical rheumatoid joint deformity, and
- at least two of the following criteria:
  - morning stiffness
  - rheumatoid nodules
  - erosions seen on x-ray imaging
  - the presence of either a positive rheumatoid factor or the serological markers consistent with the diagnosis of severe rheumatoid arthritis.

Degenerative osteoarthritis and all other arthritides are excluded

#### **Stroke**

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

The incident must be demonstrated by magnetic resonance imaging, computerised tomography, or other reliable imaging techniques approved by us. Excluded:

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

#### **Subacute sclerosing panencephalitis**

The certain diagnosis of subacute sclerosing panencephalitis.

#### **Surgery of the aorta**

Surgery of the aorta means surgery performed to correct any narrowing, dissection, or aneurysm of the thoracic or abdominal aorta but does not include angioplasty, intra-arterial procedures or other non-surgical techniques.

#### **Triple vessel angioplasty**

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

#### **Viral encephalitis**

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

## 1.2 Defined terms

**activities of daily living** are the following:

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

**appropriate work** means an occupation that:

- does not require the person insured to move their residence or travel unreasonable distances to get to work, and
- involves the **important duties** that are consistent with those performed by the person insured prior to their disability, and
- based on medical evidence, involves duties that can be performed by the person insured.

**Benefit period** means the maximum period of time that we will pay a benefit for any one injury or sickness for which we assess the person insured as totally or partially disabled. Unless otherwise specified, the benefit period commences at the end of the **waiting period**. The schedule specifies the benefit period that has been selected.

**dependant child** means a natural child, a step child, adopted child or a child under the legal guardianship of the person insured.

**earnings** means the total of the proceeds of sales of goods and/or services that is earned in the course of the business before any expenses.

**farming** means being actively engaged in raising crops or animals for commercial purposes.

**HIV** means any Human Immunodeficiency Virus evidenced by the presence of the virus, or antibodies to the virus, in the blood of the person insured.

**immediate family member** means:

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

**important duties** means one or more duties that are important and essential in producing **income**.

**income**

**Where the schedule specifies the occupation category as MP, AA, A, B, C, D, BY, CY or DY**

For the purpose of all clauses except D.2.2, **income** means:

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

**Income** does not include investment or interest income.

For the purpose of clause D.2.2, **income** means if the person insured has not returned to work but medical evidence shows he or she is capable of returning to work, income is the amount the person insured would be capable of earning.

**Income** does not include investment or interest income.

**Where the schedule specifies the occupation category as F**

**income** means the gross farm income attributable to the person insured. Income does not include investment or interest income.

**injury** means accidental bodily injury.

**medical care** means that the person insured must be receiving **treatment** and/or following advice recommended by a **medical practitioner** who has personally assessed the person insured and been provided with full clinical details of the person insured's case and the person insured will continue to be reviewed in these circumstances on at least a monthly basis unless the **medical practitioner** specifies otherwise.

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

**occupational incident** means an incident that happens while the person insured is performing the usual duties of his or her normal occupation and involves contact with a body substance that may put the person insured at risk of transmission of **HIV**, Hepatitis B or Hepatitis C infection.

**offset amounts** means any sum of money paid to you for which we are entitled to reduce the benefit under clauses D.1.1.2, D.2.1.2, D.3.1.2 and D.4.1.2 of this plan.

**options** means any of:

- Accelerated accident option
- Accident lump sum option
- Cover boost option
- Increasing claim option
- Occupationally acquired **HIV**, Hepatitis B and Hepatitis C option

**pre-disability income**

**Where the schedule specifies the plan type as Agreed Value**

**pre-disability income** means the person insured's highest average monthly income in any consecutive 12 month period between the date two years before the commencement date of the plan and the start of the **waiting period**.

**Where the schedule specifies the plan type as Indemnity Option or the Income Insurance Senior Plan**

**pre-disability income** means the person insured's highest average monthly income for any consecutive 12 months over the three years prior to disability.

If the person insured is on maternity, paternity or sabbatical leave and becomes disabled, the three year period will be up to immediately before the leave commenced.

Pre-disability income is indexed while on claim.

## Income Insurance and Business Expenses Insurance

**rehabilitation** means occupational rehabilitation for the purpose of returning the person insured to employment. Occupational rehabilitation includes initial rehabilitation assessment, functional assessment, workplace assessment, vocational assessment and vocational retraining. Any occupational rehabilitation must be as part of a return to work programme approved by us.

**renewal date** means the anniversary of your policy commencement date.

**sickness** means illness or disease that manifests itself.

**Total disability benefit** means the benefit as defined in clauses D.1.1, D.2.1, D.3.1 and D.4.1.

**Total disability benefit amount** means the benefit amount as defined in clauses D.1.1.1, D.2.1.1, D.3.1.1, D.4.1.1

**treatment** means appropriate and industry recognised **medical care** under the direction of a registered **medical practitioner** and which is reasonable and necessary for the management of the person insured's **injury** or **sickness**.

**waiting period** means the length of time that must expire before we will commence paying a benefit. Unless otherwise specified, the waiting period starts on the day the person insured is certified by a **medical practitioner** as being totally or partially disabled. Some benefits are payable during the waiting period. Where benefits are payable during the waiting period, this is described in the relevant clauses of this plan document. The schedule specifies the waiting period that has been selected.

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