

Income Insurance Superannuation

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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 the Trustee will be calculated in accordance with the terms set out in Part D.

There are some circumstances in which we will not pay the Trustee 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 and forwarded to the Trustee.

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 your 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, the Superannuation Industry (Supervision) Act 1993 and any other Act of Parliament controlling the terms of insurance contracts and the operation of superannuation funds.

A.7 Taxation

Depending on your circumstances, tax deductions or offsets for contributions used to fund the premiums may be available.

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 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

Before you enter into a contract of life insurance with an insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could 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 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 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 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 you have been insured for, in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

A.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 your premiums on time and comply with the terms set out in this document we will:

- pay the Trustee 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 your health, whether your occupation changes, and what pastimes you have.

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 may have

If you 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 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 90 days after receipt of the complaint.

If, after 90 days, you are not satisfied with the way your inquiry or complaint was handled or with our response, you can seek assistance from the Superannuation Complaints Tribunal (SCT). The SCT is an independent body set up by the Federal Government to help members or dependants to resolve superannuation complaints.

You can contact the SCT on 1300 884 114 or write to:

Superannuation Complaints Tribunal
Locked Bag 3060
MELBOURNE VIC 3001

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 Part I.

This document also applies to the insurance **options** listed in Part I. 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 our contract with the Trustee.

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.

You should be aware that in certain circumstances a benefit may not be permitted to be released from the Fund unless you satisfy requirements in relation to payment restrictions applicable to temporary incapacity, as defined under superannuation legislation.

We recommend that you seek independent expert advice if you have any concerns about whether a benefit may be paid from the fund.

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?

In this plan the person whose life is insured is shown in the schedule, and is referred to by the words 'you' and 'your' in this document. This person is a member of the superannuation fund this plan is issued by, either the Super Directions Fund (ABN 78 421 957 449) or the Wealth Personal Superannuation and Pension Fund (ABN 92 381 911 598) ('the Fund'). The plan owner noted in the schedule will be the Trustee, N.M. Superannuation Proprietary Limited (ABN 31 008 428 322) ('the Trustee').

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

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

If you are 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 your individual occupation into another occupation category based on the claims' experience of your individual occupation. If we do this, it will apply to all persons insured of the same individual occupation. A change to your 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)

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 you suffer the **injury** or **sickness** before the increase, or are 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.

If your premiums are paid by your employer, CPI increases will not be applied to your plan.

We will not increase the monthly benefit on the schedule after your 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 you 24 hours a day and if you travel overseas.

C Included benefits and optional benefits available

Each plan has one or more benefits available, which we will pay to the Trustee upon the circumstances set out in Part D. Availability of benefits is subject to conditions. The plan also allows 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 Superannuation Plan
Total disability benefit	✓
Partial disability benefit	✓
Attempted return to work during the waiting period	✓
Leave without pay continuation benefit	✓
Premium freeze	✓
Recurring disability benefit	✓
Right to take out an Income Insurance Senior Plan	✓ ¹
Right to convert 730 day waiting period to 90 day waiting period	✓
Waiver of premium	✓

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

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 Superannuation Plan
Accelerated accident option	✓
Cover boost option	✓
Increasing claim option	✓
Indemnity	✓ ¹
100 per cent superannuation guarantee contributions option	✓

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

D When you will receive a benefit

D.1 Income Insurance Superannuation Plan

D.1.1 Total disability benefit

If you are totally disabled, we will pay the Trustee the **Total disability benefit**.

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

The definition of totally disabled depends on your occupation category.

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

You are totally disabled if, because of an **injury** or **sickness**, you are:

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

However, if immediately preceding a claim you have been on leave without pay for 12 months or more, you are totally disabled if, because of an **injury** or **sickness**, you are:

- not capable of performing any occupation (whether paid or unpaid) for which you are reasonably suited by reason of 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 you are totally disabled if, because of an **injury** or **sickness**, you are:

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

After the first two years of a claim, you are totally disabled if, because of an **injury** or **sickness** you are:

- not capable of performing any occupation (whether paid or unpaid) for which you are 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 you have been on unpaid leave for 12 months or more, you are totally disabled if, because of an **injury** or **sickness**, you are:

- not capable of performing any occupation (whether paid or unpaid) for which you are reasonably suited by reason of 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

You are totally disabled if, because of an **injury** or **sickness** you are:

- not capable of doing one or more duties that are important and essential in producing income of your 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 you are totally disabled if, because of an **injury** or **sickness**, you are:

- 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, you are totally disabled if, because of an **injury** or **sickness**, you are:

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

You 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 the Trustee 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 a monthly benefit as set out in the schedule. The **Total disability benefit amount** may vary in the ways set out in the plan.

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 your **pre-disability income**.

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 your **pre-disability income**.

Rehabilitation expenses

If you are totally disabled for at least the **waiting period**, we may require you to undergo, at our expense (up to a maximum amount of six times the **Total disability benefit amount**), **rehabilitation** that is designed to assist you in returning to full-time work provided that a **medical practitioner** states in writing that you have the capacity to participate in the **rehabilitation**.

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 you are over the age of 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

When we will offset your benefit

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

- under legislation, or
- by way of any other disability income, sickness or accident plan, or
- under common law, and/or
- from any employer paid leave (including sick leave, annual leave and long service leave).

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 the Trustee 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 the Trustee by any amounts paid to you:

- by way of superannuation benefits (excluding insurance), or
- by way of social security benefits.

The effect 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 you are totally disabled and 75 per cent of your **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 your **pre-disability income**.

D is the offset amount.

If you are totally disabled and 75 per cent of your **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 **pre-disability income** is less than the **Total disability benefit amount**, we will reduce the **Total disability benefit amount** payable, so that any payments received, when combined with amounts received from this plan, do not exceed 100 per cent of your **pre-disability income**.

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 the Trustee under this plan, total more than 75 per cent of your **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 your **pre-disability income**.

Where the schedule specifies 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 the Trustee under this plan, total more than 30 per cent of your **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 your **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, the benefit may be reduced to nil because of these **offset amounts**. In this case, we will be deemed to be paying the Trustee a benefit, even though you receive no money from us.

We will limit your benefit so that the total amounts received:

- from **income**, or
- under legislation, or
- at common law, or
- by way of any other disability income, sickness or accident plan, or
- from any employer paid leave (including sick leave, annual leave and long service leave), or
- from any other **offset amounts**, and/or
- this plan

do not exceed 100 per cent of your **pre-disability income** at the time you became ill or injured.

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 the Trustee, 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 amounts**.

D.1.1.3 When we start paying

We do not start paying as soon as you are totally disabled. You have to wait until the end of the **waiting period**, meet a condition of release as defined under superannuation legislation and comply with the requirements set out in Part F. The **waiting period** starts when a **medical practitioner** first examines you and certifies that you are totally disabled. The **benefit period** begins from the end of the **waiting period**. A **Total disability benefit** will not be paid for the duration of the **waiting period**.

D.1.1.4 When we pay

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

For part of a month, we will pay the Trustee 1/30th of the **Total disability benefit amount** for each day you are entitled to be paid.

D.1.2 Partial disability benefit

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

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

Where the schedule specifies the plan type as Agreed Value

You are partially disabled if, immediately after being totally disabled for at least 7 out of a consecutive 12 days, you returned to work or were capable of returning to work as determined by us based on medical evidence, and because of the disability, you are:

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

Where the schedule specifies the plan type as Indemnity Option

You are partially disabled if, immediately after being totally disabled for at least 7 out of a consecutive 12 days, you returned to work or were capable of returning to work as determined by us based on medical evidence, and because of the disability, you are:

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

However, if immediately preceding a claim you have been on leave without pay for 12 months or more, you are partially disabled if immediately after being totally disabled for at least 7 out of a consecutive 12 days, you returned to work or were capable of returning to work as determined by us based on medical evidence, and because of the disability you are:

- 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 you are reasonably suited by education, training or experience
- earning an **income** less than your **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

You are partially disabled if, immediately after being totally disabled for at least 14 days, you returned to work or were capable of returning to work as determined by us based on medical evidence, and because of the disability, you are:

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

Where the schedule specifies the plan type as Indemnity Option

You are partially disabled if, immediately after being totally disabled for at least 14 days, you returned to work or were capable of returning to work as determined by us based on medical evidence, and because of the disability, you are:

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

However, if immediately preceding a claim you have been on leave without pay for 12 months or more, you are partially disabled if immediately after being totally disabled for at least 14 days, you returned to work or were capable of returning to work as determined by us based on medical evidence, and because of the disability you are:

- 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 you are reasonably suited by education, training or experience
- earning an **income** less than your **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

You are partially disabled if, immediately after being totally disabled for at least 14 days, you returned to work or were capable of returning to work as determined by us based on medical evidence, and because of the disability:

- a) for the first two years of the claim, are not capable of doing one or more duties that are important and essential in producing income of your occupation, and
- b) after the first two years of a claim, are 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 you are reasonably suited by education, training or experience, and earn an **income** less than your **pre-disability income**.

You must be under **medical care**.

Where the schedule specifies the plan type as Indemnity Option

You are partially disabled if, immediately after being totally disabled for at least 14 days, you returned to work or were capable of returning to work as determined by us based on medical evidence, and because of the disability:

- a) for the first two years of the claim, are not capable of doing one or more duties that are important and essential in producing income of your occupation, and
- b) after the first two years of a claim, are 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 you are reasonably suited by education, training or experience, and earn an **income** less than 75 per cent of your **pre-disability income**.

You must be under **medical care**.

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However, if immediately preceding a claim you have been on leave without pay for 12 months or more, you are partially disabled if immediately after being totally disabled for at least 14 days, you returned to work or were capable of returning to work as determined by us based on medical evidence, and because of the disability you are:

- 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 you are reasonably suited by education, training or experience
- earning an **income** less than your **pre-disability income**, and
- under **medical care**.

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

You are partially disabled if, immediately after being totally disabled for at least 14 days, you returned to work or were capable of returning to work as determined by us based on medical evidence, and because of the disability, you are:

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

Where the schedule specifies the occupation category as F

You are partially disabled if, immediately after being totally disabled for a least the **waiting period**, you returned to work and because of the disability you are:

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

You must be under **medical care**.

D.1.2.1 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 your **pre-disability income**.

B is your average monthly **income** during the period for which you are 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 MP, AA, A, B, C or D, BY, CY or DY

The amount we pay for each month that you are partially disabled is the lower of:

- A – B, or
- C – B.

Where:

A equals 75 per cent of your **pre-disability income**.

B is your average monthly **income** during the period for which you are 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 occupation category as F

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

D.1.2.2 Offset amounts

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

- under legislation, or
- by way of any other disability income, sickness or accident plan, or
- under common law, or
- from any employer paid leave (including sick leave, annual leave and long service leave).

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 you are partially disabled, the amount we pay is worked out by applying the formula:

$$A - B - D$$

Where:

A equals your **pre-disability income**.

B is your average monthly **income** during the period for which you are 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 the Trustee under this plan, total more than 75 per cent of your **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 your **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 the Trustee under this plan, total more than 30 per cent of your **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 your **pre-disability income**.

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

If you have a claim under this plan, the benefit may be reduced to nil because of these **offset amounts**. In this case, we will be deemed to be paying the Trustee 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 you are 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 you and certifies that you are 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.1.2.4 When we pay

We will pay the Trustee 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:

- you are not totally or partially disabled
- you die
- your disability arises as a result of your commission of, or involvement in, an intentional criminal act
- the **benefit period** ends
- you turn 65, unless the schedule specifies this benefit period is to age 70
- you make a fraudulent claim, or
- you fail to take all steps to return to full-time work if you have 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:

- you are in jail or otherwise detained as a result of a criminal act
- you fail to make available to us medical, financial or other evidence which we require to assess the claim, or
- you are 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) you continue to be totally or partially disabled, and
- (iii) cover has not ceased under the plan.

Where you have 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 you have continued to meet the terms and conditions of the plan during the period when payments were stopped.

D.1.4 If you have been totally disabled but are capable of returning to work in a partial capacity

Depending on your occupation category, a reduced benefit may be payable where you do not return to work.

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

If you have been totally disabled for at least 7 out of a consecutive 12 days, and do not return to work but medical evidence demonstrates a capacity to work, we may pay a benefit amount based on your capacity to return to work.

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

If you have been totally disabled for at least 14 days, and do not return to work but medical evidence demonstrates a capacity to work, we may pay a benefit amount based on your capacity to return to work.

D.1.5 Included benefits

The included benefits detailed in clauses D.1.5.1 to D.1.5.7 are incorporated in your plan as set out in clause C.1.

D.1.5.1 Attempted return to work during the waiting period

Where 14 or 30 day waiting periods apply

If you return 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 you returned to work in a full-time capacity. If you return 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 you return 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 you return to work in a full-time capacity. If you return 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 Leave without pay continuation benefit

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

You can be on leave without pay for maternity or paternity leave, study leave, compassionate leave or any other leave without pay and continue the plan. To continue the plan and be eligible to submit a claim, you must keep paying your premium. While you are on leave without pay the definition of total disability will change as outlined in clause D.1.1.

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

You can be on leave without pay for maternity or paternity leave, study leave or compassionate leave or any other leave without pay and continue the plan. To continue the plan, you must keep paying your premium. We will not pay benefits while you are on leave without pay.

Income Insurance Superannuation

D.1.5.3 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.1.5.4 Recurring disability benefit

If you returned to full-time work for less than 12 months since we last paid the Trustee because you were totally disabled or partially disabled and, while the plan is still current, you have 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 the Trustee. If you can demonstrate that you 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.1.5.5 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, you can be covered for income insurance until you turn 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 the plan because you turn 60.

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 your 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.

- You 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 you have must not have any loadings, exclusions or limited terms applying to it.
- The level of cover under the Income Insurance Senior Plan must not be less than the minimum cover that we allow for the Income Insurance Senior Plan at the time you apply for it.
- To be eligible to apply for the Income Insurance Senior Plan, you must not have claimed or have been eligible for any claims under this plan in the 12 months prior to you 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.
- You must have an occupation with an occupation rating of MP, AA, A at the time of applying for an 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.

You 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 you 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.1.5.6 Right to convert 730 day waiting to 90 day waiting period

If this plan has a 730 day waiting period and you also have 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 to 90 days upon the cancellation of your group insurance cover.

The reduction in the waiting period will not require medical evidence on you, subject to the following conditions:

- The group insurance cover must have ceased due to you ceasing employment and consequently ceasing to meet the criteria for cover under their group income protection plan.
- You must not be claiming a benefit or eligible to claim a benefit, under this plan or the group income protection plan.
- You must not have ceased work due to any sickness or injury.
- You must not exercise or have exercised a continuation option, transfer or conversion from the group income protection plan.
- You must apply for the reduction in the waiting period within 60 days of ceasing cover under the group income protection plan.
- You must be gainfully employed for more than 30 hours per week at the time you apply for the reduction of the waiting period.
- You must not have had your 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.1.5.7 Waiver of premium

If we are paying the Trustee a benefit under this plan you do not have to pay your premium for this or any other plans specified on the schedule subject to the following exclusion:

- plans that commenced or were restored after you were entitled to be paid a benefit under the plan.

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

D.1.6 Optional benefits

The options detailed in clauses D.1.6.1 to D.1.6.4, 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 you to be totally disabled for more than three days in a row, we will pay the Trustee a daily amount during the **waiting period**.

When we start paying

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

How much we pay

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

D.1.6.2 Cover boost option

You can increase the monthly benefit specified in the schedule by up to 20 per cent in accordance with this option, without having to give us medical evidence or evidence about your 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 your 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 you are 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** which happened before the increase date, or
- if you are 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 = your age 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 your **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.1.6.3 Increasing claim option

If we are paying you for a claim because you are 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 you are partially disabled, we will increase the monthly benefit specified on the schedule and **pre-disability income** by 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.

It is a requirement under superannuation law that you cannot receive more than 100 per cent of your **pre-disability income**. Your benefit under this option will increase by the increase in the CPI on each **renewal date** up to 100 per cent of your **pre-disability income**. Any increases above 100 per cent will be made to NM Super, who will then release the benefit to you, subject to you satisfying an appropriate condition of release under superannuation law. If you do not meet a condition of release, the amount above 100 per cent must remain in the Fund until a condition of release has been met.

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

D.1.6.4 100 per cent superannuation guarantee (SG) contributions option

Up to 100 per cent of your 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 your nominated complying superannuation fund for the duration of the claim. This percentage is calculated by dividing your 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 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, you will need to provide details of your 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 contribution benefit.

D.1.7 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.

E When we will not pay

E.1 Unemployment

You will not be eligible to submit a claim during a period of unemployment. If you wish to maintain the plan, you are required to keep paying premiums. If you do not pay your premiums, the plan will be cancelled.

Where your occupation category is specified as F in the schedule, you will be unemployed while not engaged in *farming*.

E.2 If you 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 told us in writing about the medical condition, *injury* or *sickness*, and we agreed to accept it, when you 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, you had a medical condition, *injury* or *sickness* if:

- a 'medical practitioner' or 'other health professional' gave you, or recommended that you receive advice, care or treatment, or
- you had symptoms of a medical condition, *injury* 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 you for a medical condition, *injury* or *sickness*. For the purposes of this clause only, the 'medical practitioner' can be you or your family member, business partner, employee or employer. For all other clauses in this plan, the definition of *medical practitioner* is contained in Part I.

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

E.3 Your injury or sickness was caused by you, pregnancy, war or an excluded event

We will not pay if your *injury* or *sickness* was caused by:

- 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.4 If a fraudulent claim is made

If you make a fraudulent claim we may refuse payment of the claim.

F How to make a claim

After your *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 you ceasing work due to your *injury* or *sickness*, our right to properly assess a claim may be prejudiced. Therefore, we may refuse to pay the Trustee for any part of the claim which happened 60 days or more before we received written notice.

You will need to get your *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 you or the Trustee for more information. This may include information about your 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 Trustee, must give us that information, and, if we request, allow yourself to be interviewed or examined. We may choose a **medical practitioner** to examine you. 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 the premium on each **renewal date** or at any time you request a change that affects the premium.

The cost of providing the insurance is based on:

- the **Total disability benefit amount**
- your 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 your sex, occupation and whether you smoke.

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

G.3 Premium structure

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

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 specified 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 that 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 the 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 the Trustee any benefits.

H.2 When the plan will end

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

- you permanently retire
- you die
- the Expiry date is reached, 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:

- you cease **farming** for more than three months in a row for a reason other than disability (you must notify us once you 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 three years after the plan commencement shown in your schedule, cancel your plan as set out in clause A11.

Where the schedule specifies accelerated accident option

The option ceases to apply when the plan ends.

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 you turn 65, whichever happens first.

H.3 Replacement Plan

Where the schedule specifies the occupation category as F

If, within three months of you ceasing **farming**, you commence 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 you 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 this plan
- have a **benefit period** for **injury** and **sickness** no longer than the **benefit period** for **injury** and **sickness** under this plan, and
- have a **Total disability benefit amount** which will be the lower of:
 - the **Total disability benefit amount** under this plan, as at the date you stopped **farming**, or
 - 75 per cent of the average monthly **income** you earn for the work you do 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 your premium is more than 30 days late, you have six months after the date your 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 you to undergo medical assessment. If we restore the plan, you will have to pay your premium and any premium owing. The plan is restored when we tell the Trustee 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 the suffering from an **injury** or **sickness** that happens after it is restored.

I Definitions

appropriate work means an occupation that:

- does not require you to move their residence or travel unreasonable distances to get to work
- involves the important duties that are consistent with those performed by you prior to their disability, and
- based on medical evidence, involves duties that can be performed by you.

benefit period means the maximum period of time that we will pay a benefit for any one **injury** or **sickness** for which we assess you 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.

farming means being actively engaged in raising crops or animals for commercial purposes.

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.1.2, **income** means:

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

Income does not include investment or interest income.

For the purpose of clause D.1.2, 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.

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 you. Income does not include investment or interest income.

injury means accidental bodily injury.

medical care means that you must be receiving **treatment** and/or following advice recommended by a **medical practitioner** who has personally assessed you and been provided with full clinical details of your case and you 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 you for **injury** or **sickness**. The medical practitioner cannot be you, or a family member, business partner, employee or employer.

offset amounts means any sum of money paid to you for which we are entitled to reduce the benefit under clause D.1.1.2.

options means any of:

- Accelerated accident option
- Cover boost option
- Increasing claim option

pre-disability income

Where the schedule specifies the plan type as Agreed Value

pre-disability income means your 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 your highest average monthly income for any consecutive 12 months over the three years prior to disability.

If you are 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. It is a requirement under superannuation law that you cannot receive more than 100 per cent of your pre-disability income from all sources. Therefore we may reduce the benefit we pay you accordingly.

rehabilitation means occupational rehabilitation for the purpose of you returning 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 clause D.1.1.

Total disability benefit amount means the benefit amount as defined in clause D.1.1.1.

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 your **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 you are 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.