

Life, Total and Permanent Disability and Trauma 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.

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 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.8 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 reasonably be 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.9 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.10 Continuing your insurance cover

As long as you pay your 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.

A.11 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.12 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. A reference to 'plan' in this document may also refer to any 'option' attached to the plan, as the context requires.

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.3.

This document also applies to the insurance **options** listed in clause I.3. 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:

- Benefit
- 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 for it in the schedule, unless it is ended by you or us before then.

If you have purchased a **FlexiLink plan** or a PremierLink TPD option linked to this plan, they will be held on a separate schedule. Changes to the benefits listed in this plan document can affect the benefits listed in the plan document it is linked to.

B.2 FlexiLink

If you have purchased a **FlexiLink plan**, it is linked to a life insurance plan held on a separate schedule with its own plan document. Changes to the benefits listed in the life insurance plan document can affect the benefits listed in this plan document. When this occurs, it will be defined. If the life insurance plan that the **FlexiLink plan** is attached to is cancelled, the **FlexiLink plan** will automatically be cancelled.

B.3 PremierLink TPD

If you have purchased a PremierLink TPD option, it is linked to a life insurance plan with a TPD option, held on a separate schedule with its own plan document. Changes to the benefits listed in the life insurance plan document can affect the benefits listed in this plan document. When this occurs, it will be defined. If the life insurance plan or the TPD option that this option is linked to is cancelled, the PremierLink TPD option will automatically be cancelled.

If this plan document applies to a PremierLink TPD option, a reference to 'plan' in this document may also refer to this option, depending on the context.

B.4 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.5 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', 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.6 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.

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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.

B.7 We will increase the benefit by at least the increase in the Consumer Price Index (CPI)

Each year on the **renewal date**, we will increase the benefit of your insurances by 5 per cent or the increase in the CPI, whichever is the greater. Your premium will increase as a result of this increase in the benefit. You may decline the benefit increase for any particular year or for all years by writing to us.

The increase to your benefit only applies to a claim you make under the plan that happens after the date of the increase.

We will not increase the benefit:

- after the person insured's 65th birthday, or
- where a loading exceeding 100 per cent is applied to your premium, or
- on a Business solutions option, or
- on a Children's trauma option.

For all **TPD options, trauma options** and **FlexiLink plans**

We will not increase the benefit for a **TPD option, trauma option** or **FlexiLink plan** by any amount which would cause that benefit to exceed the benefit of the plan or **option** to which the **TPD option, trauma option** or **FlexiLink plan** is attached/linked.

The CPI information we use

The increase we make to the benefit 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 of 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.

Where this plan has been established by the exercise under another plan of a:

- Life buy-back (TPD) option, or
- Life buy-back (Trauma) option, or
- Trauma Reinstatement option,

then this clause shall not operate.

B.8 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 set out in Part D. 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.

Included benefit	Life Insurance	TPD (plan, option, FlexiLink)	Trauma (plan, option, FlexiLink)
Life insurance	✓	X	X
Terminal illness	✓	X	X
Accommodation benefit	✓	✓ ^{1,2}	✓
Advancement of funeral expenses	✓	X	X
Financial plan	✓	✓ ¹	✓
Future insurability	✓	✓	✓
Premium freeze	✓ ³	✓ ³	✓ ³
TPD (own, any or ADL)	X	✓ ⁴	X
Day one TPD	X	✓ ²	X
Partial TPD	X	✓ ^{1,2}	X
Trauma/trauma plus	X	X	✓

1 When the PremierLink TPD option is purchased, this benefit will be payable under the PremierLink TPD option only.

2 Not available on activities of daily living TPD.

3 Not available on **FlexiLink plans**/PremierLink TPD option or the plans/options that they are linked to.

4 ADL TPD is not available on **FlexiLink plans**.

C.2 Optional benefits at additional premium

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

Refer to Part D for details of the optional benefits.

Optional benefits	Life Insurance Plan	TPD (plan, option, FlexiLink)	Trauma (plan, option, FlexiLink)
TPD (own, any or ADL)	✓	X	✓ ¹
Trauma/trauma plus	✓	X	X
Business solutions option	✓	✓ ¹	✓
Children's trauma	✓	✓ ²	✓ ²
Double TPD /trauma	X	✓ ³	✓ ⁴
FlexiLink TPD (own or any) plans	✓	X	X
FlexiLink trauma/trauma plus plans	✓	X	X
Life buy back	X	✓ ⁵	✓ ⁶
PremierLink TPD	X	✓ ^{1,7}	X
Premium waiver	✓	X	X
Trauma reinstatement	X	X	✓

1 Not available on activities of daily living TPD.

2 Not available on **TPD options** or **trauma options**.

3 Not available on activities of daily living TPD, **TPD plans** or **FlexiLink TPD plans**.

4 Not available on **trauma plans** or **FlexiLink trauma plans**.

5 Not available on activities of daily living TPD or **TPD plans**.

6 Not available on **trauma plans**.

7 Available as an option linked to a TPD any occupation option.

D Circumstances in which you will receive a benefit

D.1 Life insurance

D.1.1 Life insurance benefit

If the person insured dies, we will pay you, the nominated beneficiaries or your estate the life benefit. This amount is paid once only as a lump sum.

D.1.2 Terminal illness benefit

If the person insured has a **terminal illness**, you may ask us to pay the life benefit immediately. This amount is paid once only as a lump sum.

We will pay a terminal illness benefit if the person insured becomes terminally ill:

- while this plan is in force
- before this plan ends, and
- before the person insured reaches the benefit expiry age for this plan.

The person insured is regarded as terminally ill where:

- a registered medical practitioner has certified that they suffer from an illness, or have incurred an injury, that is likely to result in their death within 12 months, and
- in our opinion they are terminally ill and have less than 12 months to live.

The amount of the terminal illness benefit we will pay is the amount of the life insurance that applied when the person insured was diagnosed as being terminally ill.

We reserve the right to request that a certifying registered medical practitioner cannot be the person insured's family member, business partner, employee or employer.

A terminal illness benefit is only payable if the person insured holds life insurance.

D.1.3 Included benefits

The included benefits detailed in clauses D.1.3.1 to D.1.3.5 are incorporated in your plan as shown in clause C.1.

D.1.3.1 Accommodation benefit

If we pay you a terminal illness benefit for the full life benefit, and a **medical practitioner** certifies that the person insured must remain confined to bed due to the reason for which we paid the terminal illness benefit, and:

- 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

we will pay you for the accommodation costs of the person insured's **immediate family member**.

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

This benefit must be claimed within six weeks of the terminal illness benefit being paid. We must receive evidence of the person insured's confinement to bed and payment of the accommodation costs which is acceptable to us.

We will only pay the accommodation benefit once regardless of the number of plans or options held with us under which the person insured is covered.

The payment of the accommodation benefit will not reduce any other benefit payable under the plan.

D.1.3.2 Advancement of funeral expenses benefit

This benefit will provide an advance payment for funeral expenses on receipt of the death certificate or other proof of the death of the person insured acceptable to us.

The amount payable is the lower of:

- \$20,000, or
- the sum insured.

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

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

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

D.1.3.3 Financial plan benefit

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

We will only pay the financial plan benefit once regardless of the number of plans or options held with us under which the person insured is covered. The payment of the financial plan benefit will not reduce any other benefit payable under the plan.

D.1.3.4 Future insurability benefit

This benefit allows you to increase your insurance benefit once in any 12 month period. Increases to your insurance benefit made under the future insurability benefit are not subject to providing health evidence.

The increase must be applied for in the period commencing on the date a specified personal or business event occurred and ending 30 days following the first policy anniversary after that event.

Events covered under specified personal events are:

- marriage or registering a **de facto relationship**
- on the first anniversary of a **de facto relationship** where that anniversary occurs on or after the date the person insured was covered by this policy
- divorce or registering a **separation** from a marriage or registered **de facto relationship**
- on the first anniversary of **separating** from a marriage or **de facto relationship** where that anniversary occurs on or after the date the person insured was covered by this policy
- effecting a mortgage for the first time or increasing a mortgage

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- birth or adoption of a child
- becoming a carer for the first time
- promotion or commencement of a new employment arrangement (where your base salary [not taking into account salary packaging arrangements] increases by at least \$10,000 and 10 per cent).

If the following events occur with the same person, you are only eligible to apply for one increase:

- marriage, or
- divorce or **separation** from a marriage, or
- entering into a **de facto relationship**, or
- **separation** from a **de facto relationship**.

You will be required to provide evidence that is acceptable to us and supports the increase to your benefit.

Marriage is evidenced by a certified copy of the marriage certificate.

The first anniversary of the commencement of a **de facto relationship** is evidenced by:

- a certified copy of the registration certificate of a **de facto relationship**, or
- a signed Statutory Declaration confirming you are in a **de facto relationship** where the first anniversary occurs on or after the commencement date shown in your schedule.

Divorce is evidenced by a certified copy of the divorce order.

The first anniversary of the permanent separation from a marriage or a **de facto relationship** is evidenced by:

- a certified copy of the separation certificate of a marriage or a **de facto relationship**, or
- a signed Statutory Declaration confirming the first anniversary of the **separation** from the marriage or the **de facto relationship** occurred on or after the commencement date shown in your schedule.

Events covered under specified business events:

- business succession planning – increase in the value of the business or in the insured's shareholding
- key person insurance – increase in the value of the key person to the business
- loan guarantee – increase in business loans.

You will be required to provide financial evidence that is acceptable to us and supports the increase to your benefit.

How much additional cover you can purchase

The maximum amount of increase for any one event will be limited to the lowest of:

- 25 per cent of the sum insured
- \$200,000
- where the increase relates to a mortgage, the amount of the mortgage or the increase to the mortgage, or
- where the increase relates to a promotion or commencement of a new employment arrangement, 10 times the salary increase.

The maximum amount of additional insurance for each cover type you can purchase in total for all increases is the lower of:

- the original sum insured, and
- \$1,000,000.

The future insurability benefit cannot be exercised if at the time of your application:

- the insured has previously been accepted by us with a medical loading greater than 50 per cent under a policy held with us, or
- the insured is currently entitled to make, or has made, a claim for a terminal illness, TPD or trauma benefit under a policy held with us.

For the first six months from the date of the increase, we will only pay the amount of the increased benefit in the event of:

- accidental death,
- accidental total and permanent disability (caused by violent, accidental, external and visible means), or
- the life insured suffering an accidental trauma event.

This benefit will expire on your 55th birthday. The specified event for which you are applying for an increase must occur prior to your 55th birthday.

D.1.3.5 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.

Premium freeze is not available on a **FlexiLink plan**/PremierLink TPD option or the plans/options they are attached/linked to.

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

D.1.4 Optional benefits

The optional benefits detailed in clauses D.1.4.1 to D.1.4.2 may be added to your plan for an additional premium and according to the conditions shown in clause C.2. An option only applies if it is specified in the schedule.

D.1.4.1 Premium waiver option

We will waive your premiums while:

- you are totally disabled, or
- involuntarily unemployed.

Totally disabled

If the person insured is totally disabled for greater than 90 consecutive days, you will not have to pay any further premium for the life insurance plan (including the plan fee and any **options** or **FlexiLink plans** that are attached/linked to the life insurance plan) while the person insured remains totally disabled until you reach age 65. For the purpose of this option only, the person insured is totally disabled if, because of an injury or sickness, he or she is:

- not capable of doing the **important duties** of his or her occupation,
- not working in any occupation (whether paid or unpaid), and
- under **medical care**.

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Involuntarily unemployed

Additionally, if the person insured becomes involuntarily unemployed and you let us know in writing within three months of the date this took place, you do not have to pay your premium for the life insurance plan (including the plan fee and any **options** or **FlexiLink plans** attached/linked to the life insurance 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:

- your 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.

If the person insured becomes involuntarily unemployed, we will waive premiums due or paid for all involuntary unemployment periods for a cumulative period of 12 months during the life of the plan.

We have the right to decline a claim if the involuntary unemployment is a result of your or the person insured's own actions.

When the Premium waiver option will not apply

We will not waive any premium if the person insured's total disability was caused directly or indirectly by the person insured or you performing an act or omission with the intention or likely outcome of causing harm to the person insured.

We will not increase the benefit by the increase in the CPI if premiums are waived

While we waive premiums under this option, we will not increase any benefits, whose premiums are being waived, by the CPI (clause B.7).

However, if we are no longer waiving premiums under this option and you are required to resume premium payments, we will recommence increases to the benefit by the increase in the CPI (clause B.7).

Not included in the premium waived

The premium waived does not include:

- any premium increases, as a result of an increase in the benefit, purchasing a new option or increasing the benefit of an option attached/linked to the life benefit. Except those due to a change in the person insured's age, for the plan or any options attached/linked to the plan that are effective after the commencement of the waiving of premium, or
- any part of the premium for changes in the benefit due to options exercised after the commencement of the waiving of premium.

D.1.4.2 Children's trauma option

Any references to 'person insured' in the definitions of **trauma events** nominated in this clause refers to the nominated child of this option.

If a nominated child suffers a trauma event

If a nominated child dies, has a **terminal illness** or suffers one of the **trauma events** listed below, we will pay you the benefit. The death, **terminal illness** or **trauma event** must have occurred before the earlier of:

- the nominated child's twenty first birthday, and
- the first **renewal date** after the plan owner turns 65.

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

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

How much we will pay you

The maximum we will pay under this option for each nominated child is 100 per cent of the Children's trauma benefit as it appears in the schedule.

Payment of this benefit will not reduce the sum insured on any plan that this option is attached to.

CPI increases (clause B.7) do not apply to the benefit amount of this option.

When we will pay you

Subject to any qualifying period, we will pay you the amount as soon as possible after we are satisfied that a death, **terminal illness** or **trauma event** has occurred. The date the death, **terminal illness** or **trauma event** occurs is the date medical evidence, acceptable to us, shows it to have occurred.

When we will not pay

We will not pay a benefit if:

- the nominated child's death, **terminal illness** or **trauma event** is attributable to or consequential upon intentional self-injury, or
- the nominated child's death, **terminal illness** or **trauma event** was caused directly or indirectly by the person insured or you on purpose.

In some cases, a qualifying period applies

For the trauma events listed below which are subject to a qualifying period, we will not pay you if the **trauma event** occurs within 90 days of either of the following dates:

- the Commencement date of the option, or
- the date the plan is restored.

If the **trauma event** occurs within 90 days from the date of any increase in the benefit we will not pay the amount of that increase.

Covered trauma events for a nominated child

A nominated child is covered for the following **trauma events**:

- Alzheimer's disease and other dementias
- Aplastic anaemia*
- Benign brain tumour
- Blindness^
- Cancer*^
- Cardiac arrest
- Cardiomyopathy
- Chronic kidney failure
- Chronic liver disease
- Coma
- Coronary artery bypass surgery*
- Deafness
- Diplegia

- Encephalitis
- Heart attack*
- Heart valve surgery
- Hemiplegia
- Loss of limbs
- Loss of limbs and sight
- Loss of speech
- Lung disease
- Major head injury
- Major organ transplant*
- Medically acquired HIV infection
- Motor neurone disease
- Multiple sclerosis
- Muscular dystrophy
- Occupationally acquired HIV infection
- Paraplegia
- Parkinson's disease
- Pneumonectomy
- Primary pulmonary hypertension
- Quadriplegia (also defined as Tetraplegia)
- Severe burns
- Severe rheumatoid arthritis
- Stroke*
- Subacute sclerosing panencephalitis*
- Surgery of the aorta
- Triple vessel angioplasty
- Viral encephalitis*

* qualifying period applies

^ early payments for these **trauma events** are not available for this option

When the option ends

In addition to the circumstances detailed in Part H, this option will also end for each nominated child as soon as:

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

You can take out a new plan for your nominated child between ages 16 and 21

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

- Trauma Insurance Plan
- Life Insurance Plan or Life Insurance Superannuation Plan
- Life Insurance Plan with Trauma Insurance Option, or
- Life Insurance Plan or Life Insurance Superannuation Plan with FlexiLink Trauma Insurance Plan.

You must complete and forward to us the current Application form. You are required to provide details of the nominated child's occupation, smoking status, sports and pastimes, residence and travel details and any other insurance. Your adviser will be able to assist you in completing this form.

The maximum amount of cover you can apply for under the new plan is the sum insured under the children's trauma option. The new plan must meet the minimum premium requirements on sale from us at that time.

The premium payable for the new plan will be based on the premium rates and policy terms and conditions applicable at the time the new plan is applied for. The premium payable and conditions for the new plan will include any special conditions such as exclusions and loadings that applied to this option.

D.2 TPD insurance

TPD insurance may be purchased as:

- a **TPD plan**, or
- a **FlexiLink TPD plan**, or
- an option attached to a life insurance plan, or
- a PremierLink TPD option linked to a TPD any occupation option on a Life Insurance Superannuation Plan or Life Insurance Plan owned by the trustees of a self-managed super fund (SMSF), or
- an option on a **trauma plan**.

This will be specified on your schedule.

If you are paid a TPD benefit

If we pay you 100 per cent of the benefit for a **TPD plan**, the plan and any options attached to it will cease and you will not be entitled to any more benefits.

If we pay you 100 per cent of the benefit for a **TPD option** (excluding Double TPD options) or a **FlexiLink TPD plan**:

- the **TPD option** or **FlexiLink plan** and any options attached/linked to them will cease, and
- the benefit of the plan that the **TPD option** or **FlexiLink TPD plan** is attached/linked to (including any benefit under a **trauma option** or **FlexiLink trauma plan** attached/linked to the plan, if applicable) will be reduced by the benefit you receive for TPD.

If this reduces the benefit of that plan to nil, that plan and all attached/linked options will cease and you will not be entitled to any more benefits, otherwise that plan will continue at the reduced benefit level.

If you purchased a PremierLink TPD option

When a claim is lodged, it will be assessed against the linked TPD any occupation definition in the first instance. If the claim is not admitted, it will be re-assessed against the TPD own occupation definition under the PremierLink TPD option.

If the linked TPD option is cancelled, the PremierLink TPD option will also be cancelled.

D.2.1 TPD benefit

If the person insured is totally and permanently disabled, we will pay you the TPD benefit. The definition of TPD varies according to the type of plan you have. See clause I.1 for the definition of each of the TPD conditions listed below.

For **TPD any occupation**

The person insured is totally and permanently disabled if he or she:

- A is unlikely to work (any occupation), or
- B suffers a specific loss, or
- C requires future care, or
- D is unlikely to perform domestic work, or
- E suffers significant cognitive impairment.

Life, Total and Permanent Disability and Trauma Insurance

For **TPD own occupation**

The person insured is totally and permanently disabled if he or she:

- A is unlikely to work (own occupation), or
- B suffers a specific loss, or
- C requires future care, or
- D is unlikely to perform domestic work, or
- E suffers significant cognitive impairment.

For **TPD ADL plan** or **TPD ADL option**:

The person insured is totally and permanently disabled if he or she:

- C requires future care, or
- E suffers significant cognitive impairment.

The definitions A and D only apply until the first **renewal date** after the person insured turns 65, or until the plan ends, whichever occurs first.

The definitions B and C only apply until the person insured turns 99, or until the plan ends, whichever occurs first.

The definition E only applies from the first **renewal date** after the person insured turns 65 until he or she turns 99 or until the plan ends, whichever occurs first.

D.2.2 Included benefits

The included benefits detailed in clauses D.2.2.1 to D.2.2.6 are incorporated in your plan as shown in clause C.1.

D.2.2.1 Accommodation benefit

If we pay you 100 per cent of the TPD benefit, and a **medical practitioner** certifies that the person insured must remain confined to bed due to the reason for which we paid the TPD benefit, and:

- 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

we will pay you for the accommodation costs of the person insured's **immediate family member**.

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

This benefit must be claimed within six weeks of the TPD benefit being paid. We must receive evidence of the person insured's confinement to bed and payment of the accommodation costs which is acceptable to us.

We will only pay the accommodation benefit once regardless of the number of plans or options held with us under which the person insured is covered. The payment of the accommodation benefit will not reduce any other benefit payable under the plan.

This benefit is not payable under Clause D.2.2.3.

D.2.2.2 Day one TPD benefit

If the person insured has been diagnosed by a **medical practitioner** as suffering from one of the listed medical conditions below, we will waive the requirement to be unable to work for three months when assessing a claim made under the definitions A or D in clause D.2.1.

The medical conditions are:

- Alzheimer's disease and other dementias
- Cardiomyopathy
- Diplegia
- Hemiplegia
- Lung disease
- Major head injury
- Motor neurone disease
- Multiple sclerosis
- Muscular dystrophy
- Paraplegia
- Parkinson's disease
- Permanent blindness
- Permanent deafness
- Permanent loss of speech
- Primary pulmonary hypertension
- Quadriplegia (also defined as Tetraplegia)
- Severe rheumatoid arthritis

D.2.2.3 Partial TPD

If the person insured suffers the total and permanent loss of the use of:

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

you will receive a benefit amount.

We will only pay under this benefit once.

How much we will pay

We will pay the lower of:

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

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

If you have purchased both TPD insurance and trauma plus insurance on the same plan (or they are linked through a **FlexiLink plan** or PremierLink TPD option), we will only pay the higher of:

- Partial TPD under TPD insurance, or
- Loss of a limb under trauma insurance plus

in the event you are eligible to claim under both benefits.

If you are paid an amount under this clause, what happens to the balance of the benefit?

In the event that a payment is made under this clause, your plan will not end, however the TPD benefit will be reduced by the amount we pay you. In addition, if the TPD is specified in the schedule as a **TPD option** (excluding the Double TPD option) or **FlexiLink TPD plan**, the benefit of the plan the **TPD option** or **FlexiLink TPD plan** is attached/linked to (including

any benefit for trauma insurance attached/linked to that plan, if applicable) will be reduced by the amount we pay you.

D.2.2.4 Financial plan benefit

Refer to clause D.1.3.3 for the details of this benefit.

D.2.2.5 Future insurability benefit

Refer to clause D.1.3.4 for details of this benefit.

D.2.2.6 Premium freeze

Refer to clause D.1.3.5 for the details of this benefit.

D.2.3 Optional benefits

The optional benefits detailed in clauses D.2.3.1 to D.2.3.4 may be added to your plan for an additional premium and according to the conditions shown in clause C.2. An option only applies if it is specified in the schedule.

D.2.3.1 Double TPD option

Until the first **renewal date** after the person insured turns 65, this option has all the benefits of the relevant Total and Permanent Disability Insurance Option, plus the following additional benefits.

If you are paid a TPD benefit

If you are paid 100 per cent of the TPD benefit under this option, the benefit amount of the life insurance plan this option is attached to will not reduce. However, any benefit under an **option** or **FlexiLink plan** attached to the plan (if applicable) will be reduced by the benefit you receive for TPD. If this reduces the benefit amount to nil, these options/plans will cease.

The Future insurability benefit will not be available on the life insurance plan or any **trauma option** (including a **FlexiLink Trauma plan**) attached/linked once the Double TPD option has been activated.

Waiver of premium

If we pay you a TPD benefit under this option that is equal to the life benefit under the life insurance plan to which this option is attached, you will not be required to pay any future premiums for the life insurance plan, any **options** or **FlexiLink plans** attached/linked to the life insurance plan.

Where we have paid you a TPD benefit that is less than the life benefit under the life insurance plan, you will not be required to pay the proportionate amount of future premiums for the life insurance plan, any **options** or **FlexiLink plans** attached/linked to the life insurance plan.

Additionally you will not be required to pay the plan fee where we have paid you the TPD benefit.

Where we are waiving future premiums, CPI increases (clause B.7) will no longer be applied to the benefit of the life insurance plan and any **options** attached/linked to that plan.

Removal of benefits after the first renewal date after the person insured turns 65

After the first **renewal date** after the person insured turns 65 the additional benefits of this clause, listed above, no longer apply.

D.2.3.2 Life buy-back (TPD) option

If you are paid 100 per cent of the TPD benefit under the **TPD option** this option is attached to, and this leads to a decrease in the life benefit for a life plan, you may choose to buy an AMP plan providing life insurance on the life of the person insured ('the new plan') without the need to provide us with any health or other evidence.

You can buy the new plan by submitting to us the required form, plus the appropriate premium, immediately from the date you were paid the TPD benefit. If we do not hear from you within 60 days of that date, you will lose your right to buy the new plan and this option will cease.

The maximum amount of life insurance you can apply for under the new plan is the lower of:

- the benefit amount of this option, and
- the amount of the decrease in the life benefit that occurred under the life plan due to any payments for TPD.

The new plan must be a plan on-sale from us at that time and must be of a similar design and benefit structure to the life plan whose benefit was decreased. Where we have a number of life plans on-sale, we will decide which plan or plans are available for purchase under this option.

The premium payable for the new plan will be based on the premium rates and policy terms and conditions applicable at the time the new plan is applied for. The premium payable and conditions for the new plan will include any special conditions such as exclusions and loadings that applied to this plan.

Any exclusion periods, qualifying periods or duty of disclosure requirements on the new plan will be regarded as having applied from the time of taking out the original plan.

CPI increases (clause B.7) and the Future insurability benefit will not be available on the new life insurance plan. This option can only be exercised once.

D.2.3.3 Children's trauma option

Refer to clause D.1.4.2 for the details of this option.

D.2.3.4 PremierLink TPD option

This option links a TPD own occupation benefit to a TPD any occupation option.

In the event of a claim, the person insured will be assessed under a TPD any occupation definition in the first instance. If the person insured meets this definition, the benefit will be paid to the trustee of the fund (or the trustees of the SMSF). If the person insured does not meet the TPD any occupation definition, they will be assessed under a TPD own occupation definition under the PremierLink TPD option. If the person insured meets this definition, the benefit will be paid directly to you.

If you are paid a TPD benefit under either the TPD any occupation option or the PremierLink TPD option and you are also eligible for an Accommodation benefit and/or Financial plan benefit, then these benefits will be paid to you directly under the PremierLink TPD option held outside of super.

If you are paid the Partial TPD benefit, this will be paid under the PremierLink TPD option held outside of superannuation, and directly to you.

If you are paid a benefit under this option it will reduce the sum insured of the life plan it is attached to, the linked TPD any occupation insurance, and any options attached/linked to the life insurance plan by the benefit amount paid.

Life, Total and Permanent Disability and Trauma Insurance

General

- This option is held on a separate schedule to the life insurance plan and TPD any occupation option it is linked to.
- When both a TPD any occupation option and PremierLink TPD option are purchased, they must have the same sum insured (which cannot exceed the sum insured of the life insurance they are linked to).
- If an increase or reduction is made to the TPD any occupation insurance, the alteration will automatically be applied to the TPD own occupation cover held under the PremierLink TPD option.
- A payment of 100 per cent of the TPD benefit under either the TPD any occupation option or the PremierLink TPD option will automatically cancel both options.
- If you cancel the TPD any occupation option, the PremierLink TPD option will automatically be cancelled. However, if you cancel the PremierLink TPD option, the TPD any occupation option can remain.
- If the Business solutions and/or Life buy back options are purchased they will be applied to both the TPD any occupation option and the PremierLink TPD option. If they are cancelled, they will be cancelled from both TPD options.
- When the PremierLink TPD option is purchased, **FlexiLink TPD** and Double TPD will not be available on the life insurance plan.

D.3 Trauma insurance

Trauma insurance can be purchased as:

- a **trauma plan**, or
- a **FlexiLink trauma plan**, or
- an option attached to a life insurance plan, or
- a Children's trauma option attached to a **plan** (except a **TPD ADL plan**) or a **FlexiLink plan**.

This will be specified on your schedule.

If you are paid a trauma benefit

If we pay you 100 per cent of the benefit for a **trauma plan**, the plan and any options attached/linked to it will cease and you will not be entitled to any more benefits.

If we pay you 100 per cent of the benefit for a **trauma option** or **FlexiLink trauma plan**, (except where the schedule shows a **double trauma option**),

- the **trauma option** or **FlexiLink trauma plan** and any options attached/linked to them will cease, and
- the benefit of the plan that the **trauma option** or **FlexiLink trauma plan** is attached/linked to (including any benefit under a **TPD option** or **FlexiLink TPD plan** attached/linked to the plan) will be reduced by the benefit you receive for trauma.

If the benefit of that plan is reduced to nil by this, that plan and all attached/linked options will cease and you will not be entitled to any more benefits, otherwise that plan will continue at the reduced benefit level.

Where the schedule shows a Double trauma option and 100 per cent of the trauma benefit is paid, the life insurance plan that this option is attached to will not reduce. However, any benefit under a **TPD option** or **FlexiLink TPD plan** attached to the plan will be reduced by the benefit you receive for trauma.

Where the schedule shows a Children's trauma option and a benefit is paid, this option will cease but it will not reduce the sum insured of the plan it is attached to or the sum insured for any other Children's trauma option.

Reinstated trauma insurance

If the trauma plan has been purchased as a result of taking up a Trauma reinstatement option after a claim, we will not pay you a benefit on the new trauma insurance plan for a trauma event that is related to or caused by a medical condition resulting in the original claim under the original plan.

However, we will pay you a partial benefit for cancer or heart attack that is related to the original claim. In these cases we will pay the lower of:

- \$50,000, or
- 10 per cent of the benefit amount under the new plan.

D.3.1 Trauma benefit

If the person insured suffers a **trauma event**, we will pay you a benefit. The **trauma event** (except loss of capacity for independent living) must have occurred before the first **renewal date** after the person insured turns 70.

The person insured may be covered for loss of capacity for independent living which occurred before the person insured turns 99.

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

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

How much we will pay you

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

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

Partial payment trauma events

Adult insulin dependent diabetes

In the case of adult insulin dependent diabetes, we will pay you the lower of:

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

Angioplasty

We will pay you a benefit for angioplasty on more than one occasion provided that the procedures occur at least six months apart.

In the case of angioplasty we will pay you the lower of:

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

Life, Total and Permanent Disability and Trauma Insurance

Blindness early payment

In the case of blindness early payment, we will pay you the lower of:

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

*Cancer early payment (Only applicable where the schedule specifies **trauma plus**)*

In the case of cancer early payment conditions eligible for a partial payment, we will pay you the greater of:

- 20 per cent of the benefit, or
- \$10,000

up to a maximum of \$100,000.

Where a partial payment is made for a cancer early payment condition, the trauma benefit is reduced by the amount paid. We will pay a partial benefit once only for each cancer early payment condition.

We will however, make subsequent partial payments for cancer early payment conditions, as long as we have not already made a payment for the same condition.

The total of all claim payments must not exceed the trauma benefit insured.

The following are excluded:

- 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.

Heart attack (other) early payment

In the case of a heart attack (other) early payment, we will pay you the lower of:

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

*Loss of a limb early payment (only applicable where the schedule specifies **trauma plus**)*

In the case of the total and permanent loss of the use of one hand or one foot we will pay you the lowest of:

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

If you have purchased both TPD insurance and trauma plus insurance on the same plan (or they are linked through a **FlexiLink plan** or PremierLink TPD option), we will only pay the higher of:

- Partial TPD under TPD insurance, or
- Loss of a limb under trauma insurance plus

in the event you are eligible to claim under both benefits.

Medical condition requiring life support

In the case of a medical condition requiring life support, we will pay you the lower of:

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

When we will pay you

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

Trauma events subject to a qualifying period

For the **trauma events** listed below we will not pay you if the **trauma event** occurs within 90 days of either of the following times:

- the Commencement date, or
- the date the plan is restored.

If the **trauma event** occurs within 90 days from the date of any increase in the benefit, not including any CPI increases (clause B.7) or from the exercise of a business solutions option – Trauma option, we will not pay the amount of that increase.

- Adult insulin dependent diabetes
- Cancer
- Cancer early payment
- Coronary artery bypass surgery
- Heart attack
- Heart attack (other)
- Stroke

Where the schedule specifies **trauma plus**, the cancer definition is replaced by the cancer early payment definition.

Trauma events not subject to a qualifying period

- Advanced diabetes
- Alzheimer's disease and other dementias
- Angioplasty
- Aplastic anaemia
- Benign brain tumour
- Blindness
- Cardiac arrest
- Cardiomyopathy
- Chronic kidney failure
- Chronic liver disease
- Coma
- Deafness
- Diplegia
- Encephalitis
- Heart valve surgery
- Hemiplegia
- Loss of capacity for independent living
- Loss of a limb
- Loss of limbs
- Loss of limbs and sight
- Loss of speech
- Lung disease
- Major head injury
- Major organ transplant
- Medical condition requiring life support
- Medically acquired HIV infection
- Motor neurone disease
- Multiple sclerosis
- Muscular dystrophy
- Occupationally acquired HIV infection
- Paraplegia
- Parkinson's disease
- Pneumonectomy
- Primary pulmonary hypertension

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- Quadriplegia (also defined as Tetraplegia)
- Severe burns
- Severe rheumatoid arthritis
- Surgery of the aorta
- Triple vessel angioplasty

D.3.2 Included benefit

The included benefits detailed in clauses D.3.2.1 to D.3.2.4 are incorporated in your plan as shown in clause C.1.

D.3.2.1 Accommodation benefit

If we pay you 100 per cent of the trauma benefit, and a **medical practitioner** certifies that the person insured must remain confined to bed due to the reason for which we paid the trauma benefit, and:

- 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

we will pay you for the accommodation costs of the person insured's **immediate family member**.

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

This benefit must be claimed within six weeks of the trauma benefit being paid. We must receive evidence of the person insured's confinement to bed and payment of the accommodation costs which is acceptable to us.

We will only pay the accommodation benefit once regardless of the number of plans or options held with us under which the person insured is covered. The payment of the accommodation benefit will not reduce any other benefit payable under the plan.

This benefit is not payable for any of the Partial payment trauma events (clause D.3.1).

D.3.2.2 Financial plan benefit

Refer to clause D.1.3.3 for the details of this option.

D.3.2.3 Future insurability benefit

Refer to clause D.1.3.4 for details of this benefit.

D.3.2.4 Premium freeze

Refer to clause D.1.3.5 for the details of this option.

D.3.3 Optional benefits

The optional benefits detailed in clauses D.3.3.1 to D.3.3.4 may be added to your plan for an additional premium and according to the conditions shown in clause C.2. An option only applies if it is specified in the schedule.

D.3.3.1 Double trauma option

Until the first **renewal date** after the person insured turns 70, this option has all the benefits of the trauma insurance option or trauma insurance plus option (as appropriate), plus the following additional benefits.

If you are paid a trauma benefit

If you are paid 100 per cent of the trauma benefit under this option, the sum insured of the life insurance plan this option is attached to will not reduce. However, any benefit under an option or FlexiLink plan attached to the plan will be reduced by the trauma benefit you receive.

The Future insurability benefit will not be available on the life insurance plan or any TPD option attached once the Double trauma option has been activated.

Waiver of premium

If we pay you a trauma benefit under this option that is equal to the benefit under the life insurance plan to which this option is attached, you will not be required to pay any future premiums for the life insurance plan or any **options** attached/linked to the life insurance plan (including a **FlexiLink plan**).

Where we have paid you a trauma benefit that is less than the benefit under the life insurance plan, you will not be required to pay the proportionate amount of future premiums for the life insurance plan or any **options** attached/linked to the life insurance plan.

Additionally you will not be required to pay the plan fee where we have paid you the trauma benefit.

Where we are waiving future premiums, CPI increases (clause B.7) will no longer be applied to the plan and any **options** attached/linked to the plan.

Removal of benefits after the first renewal date after the person insured turns 70

After the first **renewal date** after the person insured turns 70, the additional benefits of this clause, listed above, no longer apply.

D.3.3.2 Life buy-back (trauma) option

If you are paid 100 per cent of the trauma benefit under the trauma option this option is attached to, and this leads to a decrease in the benefit for life insurance under this plan, you may choose to buy an AMP plan providing life insurance on the life of the person insured ('the new plan').

You are eligible to buy the new plan by submitting to us the required form, plus the appropriate premium from the later of:

- 12 months after we receive the trauma insurance claim form, or
- the date the claim is paid.

Your eligibility to buy a new plan continues even if the option expires, as long as the completed trauma claim form is received by us prior to your 65th birthday.

From the date you are eligible you have 60 days to apply for the new life insurance cover.

However, if we do not hear from you within 60 days of that date, you will lose your right to buy the new plan and this option will cease.

The maximum amount of life insurance you can apply for under the new plan is the lower of:

- the benefit amount of this option, and
- the amount of the decrease in the life benefit that occurred under the life plan due to any payments for trauma.

Life, Total and Permanent Disability and Trauma Insurance

The new plan must be a plan currently on-sale from us and must be of a similar design and benefit structure to the life plan whose benefit was decreased. Where we have a number of life plans on-sale, we will decide which plan or plans are available for purchase under this option.

The premium payable for the new plan will be based on the premium rates and policy terms and conditions applicable at the time the new plan is applied for. The premium payable and conditions for the new plan will include any special conditions such as exclusions and loadings that applied to this plan.

CPI increases (clause B.7) and the Future insurability benefit will not be available on the new life insurance plan. This option can only be exercised once.

D.3.3.3 Trauma reinstatement option

If you are paid 100 per cent of the trauma benefit under the **trauma plan**, **FlexiLink trauma plan**, or **trauma option** this option is attached to, you may choose to buy an AMP plan providing trauma insurance for the person insured ('the new plan'). The option to buy a new plan may be exercised once only.

You are eligible to buy the new plan by submitting to us the required form, plus the appropriate premium from the later of:

- 12 months after we receive the trauma insurance claim form, or
- the date the claim is paid.

Your eligibility to buy a new plan continues even if the option expires, as long as the completed trauma claim form is received by us prior to your 65th birthday.

From the date you are eligible you have 60 days to apply for the new trauma insurance cover.

However, if we do not hear from you within 60 days of that date, you will lose your right to buy the new plan and this option will cease.

The amount of trauma insurance you can have under the new plan can be up to the benefit under the plan, as shown in the Insurance Details section in the schedule.

The new plan must be a plan currently on-sale from us. Where we have a number of trauma plans on-sale, we will decide which plan or plans are available for purchase under this option.

The premium payable for the new plan will be based on the premium rates and policy terms and conditions applicable at the time the new plan is applied for. The premium payable and conditions for the new plan will also include any special conditions such as exclusions and loadings that applied to the plan.

CPI increases (clause B.7) and the Future insurability benefit will not be available on the new trauma plan.

When the claim is for a related trauma event

Under the new plan, we will not pay a benefit for a **trauma event** that is related to, or caused by, the medical condition resulting in the original claim under the plan.

We will, however, pay a reduced benefit for a cancer or heart attack **trauma event** that is related to the original claim under the plan. In this case we will pay the lower of:

- \$50 000, or
- 10 per cent of the benefit under the new plan.

D.3.3.4 Children's trauma option

Refer to clause D.1.4.2 for the details of this option.

D.4 Other options

D.4.1 Business solutions options

These options may be added to your plan for additional premiums and according to the conditions shown in clause C.2. An option only applies if it is specified in the schedule.

General

Under this option, you can apply for an increase to your insured benefit in line with:

- the value of your business
- the value of you to the business, or
- the value of the relevant business loan at the time of the increase.

During the initial application you will be fully medically underwritten for the potential sum insured. The option is only available to lives that are accepted for cover on standard premium rates, terms and conditions. Financial requirements at application stage will be based on the initial sum insured and the reason for cover.

If you choose to exercise this option, we will require financial evidence and possibly other additional information that supports the increase to your benefit. The amount we pay you will be inclusive of the total of the sums insured under any plans held by us or another insurer on the person insured that provide the cover.

Unless otherwise specified, all parts of this section apply to the following options:

- Business solutions option – Life
- Business solutions option – TPD
- Business solutions option – Trauma

For Business solutions option – Life

The maximum benefit amount that may be purchased is the lower of:

- four times the life benefit amount, or
- \$15,000,000 less the total benefit amounts under any other plans held with us or another company that provides cover for life insurance.

For Business solutions option – TPD

The maximum benefit amount that may be purchased is the lower of:

- four times the TPD benefit amount, or
- \$5,000,000 less the total benefit amounts under any other plans held with us or another company that provides cover for TPD insurance.

For Business solutions option – Trauma

The maximum benefit amount that may be purchased is the lower of:

- four times the trauma benefit amount, or
- \$2,000,000 less the total benefit amounts under any other plans held with us or another company that provides cover for trauma insurance.

Life, Total and Permanent Disability and Trauma Insurance

The following conditions apply:

- The plan benefit will not be increased by the CPI (clause B.7) under any plans or options covered by this option.
- The maximum increase to the plan benefit allowed through this option is the amount shown in the schedule.
- Any increase you apply for must meet our minimum and maximum sum insured increase requirements.
- You cannot increase the plan benefit to an amount that exceeds the **value** of the **business, value of the person insured to the business** or the **value of the relevant loan** at the time of the increase.
- If the original plan benefit was less than 100 per cent of the **value** of the **business, the value of the person insured to the business** or the **value of the relevant loan** at that time, then the plan benefit can only be increased under this option to an equivalent percentage of the **value** of the **business, the value of the person insured to the business** or the **value of the relevant loan** at the time of the Application to increase the plan benefit.

CPI increases (clause B.7) do not apply to the benefit amount of this option.

To apply for an increase

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

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

When medical evidence is required when applying for an increase

You will not be required to provide medical evidence about your health when you apply for an increase in the plan benefit unless you have received, are receiving or eligible to receive any benefit for the person insured under a plan held by us or another company.

When the option ends

In addition to the circumstances detailed in Part H to end the plan, this option will also end as soon as:

- you have made, or are entitled to make, a claim under the **plan** this option is attached to, or
- the sum insured has increased to the maximum amount permitted under this option, or
- the start of any period for which you have not paid premiums for the plan this option is attached to.

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.3.

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.3.

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

Where this plan has been established by the exercise under another plan of a:

- Life buy-back (TPD) option, or
- Life buy-back (Trauma) option, or
- Trauma reinstatement option,

then, for the purpose of this clause, the Commencement date shall be the Commencement date of that other plan.

E.2 If a fraudulent claim is made

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

E.3 Life insurance

We will not pay a benefit or an increase in the benefit if the person insured commits suicide within 13 months of:

- the Commencement date
- the date the plan was restored, or
- the date of any increase, in which case we will only pay the amount of the benefit in place prior to the increase (not including any CPI increases (clause B.7)).

Replacement plans, conversions and takeover from us or another insurer

Where we have agreed to replace a previous life benefit held by either us or another insurer, which was subject to a suicide exclusion (and the previous life benefit was terminated at the commencement date of this plan), we will waive the 13 month suicide exclusion.

However:

- if the suicide exclusion of the plan being replaced has not expired, any remaining months of the exclusion will apply to this plan, to a maximum of 13 months
- if the life benefit being replaced has been reinstated or increased, within 13 months of the replacement, and the suicide exclusion of the plan being replaced has not expired, any remaining months of the exclusion will apply to this plan, to a maximum of 13 months

- where the life benefit under this plan exceeds the Life benefit being replaced, the 13 month suicide exclusion applies to the excess amount, and
- where the life benefit being replaced is not subject to a suicide exclusion, the 13 month suicide exclusion will apply to this plan.

E.4 TPD insurance

We will not pay a benefit if:

- the person insured's total and permanent disability was caused directly or indirectly by the person insured or you on purpose, or
- for all **TPD plans**, **double TPD options** and **TPD options** (only applies to **TPD options** purchased on a **trauma plan**) the person insured dies within eight days from the date that the person insured suffered the medical condition, injury or sickness that directly or indirectly caused his or her total and permanent disability.

E.5 Trauma insurance

We will not pay a benefit if:

- the person insured's **trauma event** was caused directly or indirectly by the person insured or you on purpose, or
- for all **trauma plans** and **double trauma options**, the person insured dies within 14 days from the date that the person insured suffered the medical condition, injury or sickness which directly or indirectly caused his or her **trauma event**.

Replacement plans, conversions and takeover from us or another insurer

Where we have agreed to replace an existing trauma plan or option from either us or another insurer and trauma events were subject to a 90 day qualifying period (and the existing trauma plan or option was terminated at the commencement date of this **plan**), and the trauma benefit has not increased under this **plan**, we will waive the 90 day qualifying period on trauma events, that were covered under the trauma plan or option being replaced.

However, on trauma events subject to a 90 day qualifying period:

- any **trauma events** on this **plan**, not covered under the Trauma plan or option being replaced, will be subject to a 90 day qualifying period
- if the 90 day qualifying period of the trauma plan or option being replaced has not expired, any remaining days of the qualifying period will apply to this **plan**, to a maximum of 90 days
- if the trauma plan or option being replaced has been reinstated or increased within 90 days of the replacement, and the 90 day qualifying period of the trauma plan or option being replaced has not expired, any remaining days of the qualifying period will apply to this **plan**, to a maximum of 90 days
- where the trauma benefit under this plan exceeds the trauma benefit being replaced, the 90 day qualifying period for trauma events applies to the excess amount, and
- where the trauma plan or option being replaced is not subject to a qualifying period, the 90 day qualifying period will apply to this **plan**.

F How to make a claim

You must notify us that you wish to make a claim as soon as possible after the person insured suffers, or is diagnosed with, a **claimable event**.

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 six months, or as soon as is reasonably possible, after the person insured suffers, or is diagnosed with, a **claimable event**.

We can ask for more information

At any time we, or our appointed representatives, may ask the person insured or you for further information. This may include proof of age, information about the person insured's health, including past medical history, medical records, other insurance claims or any other information 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 must receive this information before we can finalise the claim. 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 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. If we do this, we will notify you in writing before the changes come 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 the person insured.

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 benefit, 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 your new premium rates based on the new standard premium table at the date of the change.

If you have a 'level' premium structure, your premium will change

If you have a 'level' premium structure, your premium structure will change to 'stepped' from the first **renewal date** after the person insured turns 70 or after any earlier age requested by you.

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 of insurance will normally increase as the person insured grows older.

G.3.3 Blended

Where the premium structure is 'blended', we obtain the premium rate every year on the **renewal date** of the plan for the first 10 years.

During this time, the cost of insurance will normally increase each year as the person insured grows older.

After the first 10 years your premium will remain constant except if:

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

If you have a 'blended' premium structure, your premium will change

If you have a 'blended' premium structure, your premium structure will change to 'stepped' from the first **renewal date** after the person insured turns 60, regardless of when any increases in the benefit commenced.

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.11.

The plan fee may be increased to take into account the effects of inflation. If we do this, we will use the increase in the CPI (clause B.7).

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/linked 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 as required by legislation at the time.

G.5 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/option automatically ends as soon as one of the following happens:

- we have paid the benefit in full
- the person insured dies
- the plan to which this plan/option is attached/linked ends (if applicable)
- 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.

H.3 Restoring the plan

If the plan ends because your premium is more than 30 days late you have six months 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.

What we will cover

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, a **claimable event** which occurs after it is restored.

I Definitions

I.1 TPD definitions

Is unlikely to perform domestic work

He or she is totally unable to perform his or her usual unpaid domestic work for a continuous period of three months because of an injury or sickness and in our opinion, based on medical or other evidence, because of that injury or sickness, he or she:

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

Is unlikely to work (any occupation)

He or she has been unable to follow his or her own occupation for a continuous period of three months solely because of an injury or sickness, and in our opinion, based on medical or other evidence, solely as a result of that injury or sickness, he or she is unlikely ever to be able to follow his or her occupation or other occupation for which he or she is reasonably suited by education, training or experience, which would pay remuneration at a rate greater than 25 per cent of his or her **income** during his or her last 12 months of work.

Is unlikely to work (own occupation)

He or she is unable to follow his or her own occupation for a continuous period of three months because of an injury or sickness and in our opinion, based on medical or other evidence, because of that injury or sickness, he or she is unlikely ever to be able to follow his or her own occupation.

Requires future care

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

Suffers a specific loss

He or she has suffered the total and permanent loss of the use of:

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

Suffers significant cognitive impairment

He or she suffers a permanent deterioration of cognitive functioning as observed clinically and confirmed by standardised testing, which results in a requirement for continuous supervision and care of the insured by another person.

I.2 Medical conditions

Adult insulin dependent diabetes

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

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.

Angioplasty

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

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

Aplastic anaemia

Aplastic anaemia means permanent bone marrow failure that results in anaemia, neutropaenia and thrombocytopaenia 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 papilloedema, 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.

Blindness early payment

We will make a partial payment, once only, if sight is permanently lost in one eye as a result of disease, illness or injury to the extent that visual acuity is 6/60 or less in one eye, or to the extent that 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 Clark 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 other 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)
- other skin cancers unless there has been evidence of spread (that is, metastasis) to other parts of the body
- prostate tumours classified as T1 (all categories) under the TNM (or equivalent) classification system unless prostatectomy is performed

- 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.

Cancer early payment

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.

Carcinoma in situ means new growth of malignant cells in a specific location that have not yet invaded normal tissues and have been diagnosed by biopsy.

The conditions defined below are not eligible for a full benefit payment but we will make an early payment of the greater of 20 per cent of the benefit or \$10,000, up to a maximum of \$100,000.

- Melanomas that are both less than Clark Level 3 and less than 1.5 mm in thickness.
- Prostate tumours classified as T1a or T1b under the TNM (or equivalent) classification system with either a Gleason score less than 6, or where major interventionist therapy is not required.
- Carcinoma in situ of the penis classified as TNM stage Tis where the cancer cells do not penetrate the basement membrane nor invade the surrounding tissues and the tumour requires surgical excision.
- Carcinoma in situ of one or both testes where the cancer cells do not penetrate the basement membrane nor invade the surrounding tissue and the tumour is classified as TNM stage Tis.
- Carcinoma in situ of the perineum where the tumour is classified as stage Tis under the TNM (or equivalent) classification system.
- Carcinoma in situ of the breast where the tumour is classified as TNM stage Tis.
- Carcinoma in situ of the vulva, vagina or fallopian tube where the tumour is classified as stage Tis under the TNM (or equivalent) classification system.
- Carcinoma in situ of the cervix that is classified as TNM stage Tis or CIN 3 grading.
- Carcinoma in situ of the ovary where the tumour is classified as stage Tis under the TNM (or equivalent) classification system.
- Carcinoma in situ of the uterus where the tumour is classified as stage Tis under the TNM (or equivalent) classification system.

We will make a payment of 100 per cent of the benefit in the following circumstances:

- If a prostate tumour is classified under the TNM (or equivalent) classification system as:
 - T1c or above, or
 - T1a or T1b with a Gleason Score of 6 or above, or
 - T1a or T1b and is considered untreatable or if the person insured is required to undertake major interventionist therapy including radiotherapy, brachytherapy, chemotherapy, biological response modifiers or any other major treatment
- Carcinoma in situ of the testicle, where one or both testes are removed by radical orchidectomy.

Life, Total and Permanent Disability and Trauma Insurance

Where a partial payment is made for a cancer early payment condition, the trauma benefit is reduced by the amount paid. We will pay a partial benefit once only for each cancer early payment condition.

We will, however, make subsequent partial payments for cancer early payment conditions, as long as we have not already made a payment for the same condition.

The total of all claim payments must not exceed the trauma benefit insured.

The following are excluded:

- 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.

Diplegia

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

Encephalitis

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

- with at least 25 per cent impairment of whole body function, or
- 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 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 attack (other) early payment

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

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

Excluded:

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

Heart valve surgery

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

Hemiplegia

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

Loss of capacity for independent living

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

Loss of limbs

The total and permanent loss of:

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

Loss of limbs and sight

The total and permanent loss of:

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

Loss of speech

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

Lung disease

Chronic lung disease requiring permanent supplementary oxygen. For the purposes of this definition, the criteria for requiring supplementary oxygen will be an arterial blood oxygen partial pressure of 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.

Medical condition requiring life support

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

Excluded:

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

Medically acquired HIV infection

Medically acquired HIV is the accidental infection with the Human Immunodeficiency Virus (HIV) after the start of this plan, which in our opinion arose from one of the following medically necessary events which 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.

Occupationally acquired HIV infection

Infection with the Human Immunodeficiency Virus (HIV) which resulted from an accident occurring while the person insured was carrying out the normal duties of his or her usual occupation. No payment will be made unless all the following are proven to our satisfaction:

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

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

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

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

Paraplegia

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

Parkinson's disease

Parkinson's disease means 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.

Quadriplegia (also defined as tetraplegia)

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

Severe burns

Severe burns means third degree burns to:

- 20 per cent or more of the body surface 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.

1.3 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.

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

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

claimable event means

For Life Insurance Plan:

- death, or
- **terminal illness.**

Life, Total and Permanent Disability and Trauma Insurance

For total and permanent disability insurance:

- suffers a specific loss, or
- is unlikely to work, or
- is unlikely to perform domestic work, or
- requires future care, or
- suffers significant cognitive impairment,

as defined in clause I.1

For trauma insurance:

- suffers a **trauma event**.

de facto relationship means:

- a relationship between two persons (whether of the same sex or different sexes) that is registered under a law of a State or Territory of Australia, or
- a relationship between two persons (whether of the same sex or different sexes) who, although not legally married to each other, live with each other on a genuine domestic basis in a relationship as a couple.

dependant child means a natural child, a step child or adopted child or a child under the legal guardianship of the person insured.

double TPD option/s means any of:

- Double TPD insurance option (Any)
- Double TPD insurance option (Own)

double trauma option/s means any of:

- Double trauma insurance option
- Double trauma insurance plus option

FlexiLink plan/s means any of:

- FlexiLink TPD Insurance Plan (Own)
- FlexiLink TPD Insurance Plan (Any)
- FlexiLink Trauma Insurance Plan
- FlexiLink Trauma Insurance Plus Plan

FlexiLink TPD plan/s means any of:

- FlexiLink TPD Insurance Plan (Own)
- FlexiLink TPD Insurance Plan (Any)

FlexiLink Trauma plan/s means any of:

- FlexiLink Trauma Insurance Plan
- FlexiLink Trauma Insurance Plus Plan

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 which are important and essential in producing income.

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.

invade means to infiltrate and/or destroy the tissue of origin or surrounding tissue.

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.

option/s means any of:

- Business solutions option – Life
- Premium waiver option
- TPD insurance option (Own)
- TPD insurance option (Any)
- Double TPD insurance option (Own)
- Double TPD insurance option (Any)
- Activities of Daily Living TPD Insurance option
- Business solutions option – TPD
- Life buy back (TPD) option
- PremierLink TPD option (held on a separate schedule)
- Trauma insurance option
- Trauma insurance plus option
- Double trauma insurance option
- Double trauma insurance plus option
- Business solutions option – Trauma
- Children's trauma option (held on a separate schedule)
- Life buy back (Trauma) option
- Trauma reinstatement option

plan/s means any of:

- Life Insurance Plan
- Total and Permanent Disability Insurance Plan (Own)
- Total and Permanent Disability Insurance Plan (Any)
- Activities of Daily Living TPD Insurance Plan
- Trauma Insurance Plan
- Trauma Insurance Plus Plan

renewal date means the anniversary of your policy commencement date.

separation/separating means:

- in the case of marriage, not living as a married couple for a period of 12 months, whether or not an application for divorce has been made, or
- in the case of a **de facto relationship**, ceasing to be in that **de facto relationship** for a period of 12 months.

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

Life, Total and Permanent Disability and Trauma Insurance

TPD ADL plan means:

- Activities of Daily Living TPD Insurance Plan

TPD ADL option means:

- Activities of Daily Living TPD insurance option

TPD any occupation means any of:

- Total and Permanent Disability Insurance Plan (Any)
- FlexiLink TPD Insurance Plan (Any)
- Total and Permanent Disability Insurance Option (Any)
- Double TPD insurance option (Any)

TPD option/s means any of:

- Total and Permanent Disability Insurance Option (Own)
- Total and Permanent Disability Insurance Option (Any)
- Business solutions option – TPD
- Life buy back (TPD) option
- PremierLink TPD option (held on a separate schedule)
- Double TPD insurance option (Own)
- Double TPD insurance option (Any)
- Activities of Daily Living TPD insurance option

TPD own occupation means any of:

- Total and Permanent Disability Insurance Plan (Own)
- FlexiLink TPD Insurance Plan (Own)
- Total and Permanent Disability Insurance Option (Own)
- Double TPD insurance option (Own)
- PremierLink TPD option

TPD plan/s means any of:

- Total and Permanent Disability Insurance Plan (Own)
- Total and Permanent Disability Insurance Plan (Any)
- Activities of Daily Living TPD Insurance Plan

trauma event means one of the medical conditions defined in clause 1.2

trauma option/s means any of:

- Trauma insurance option
- Trauma insurance plus option
- Business solutions option – Trauma
- Double trauma insurance option
- Double trauma insurance plus option
- Life buy back – Trauma option
- Trauma reinstatement

trauma plan/s means any of:

- Trauma Insurance Plan
- Trauma Insurance Plus Plan

trauma plus means any of:

- Trauma Insurance Plus Plan
- FlexiLink Trauma Insurance Plus Plan
- Trauma insurance plus option

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

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

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