

# SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENT AND POLICY DOCUMENT (SPDS)

## Effective from 16 February 2024

This SPDS supplements, and should be read together with, the Encompass Protection Product Disclosure Statement and Policy Document (PDS) dated 6 July 2023 issued by the Insurer, MLC Limited.

For insurance in super, you should also read the current issue of the Protect Super Plan for Encompass Protection Product Disclosure Statement issued by Diversa Trustees Limited (Super PDS).

Please read this SPDS carefully to make sure you understand what is described and how the terms and conditions will affect you.

## What changes are we making?

From 16 February 2024, the 'Level premium to age 65' premium type will no longer be available.

This means that if you apply for Encompass Protection, you will be provided with the 'Stepped premium' premium type on all covers as set out in the PDS.

All information in this PDS about Level premium will only apply if you already have a Level premium policy.

If your policy was current on 16 February 2024, you are not impacted by this change, and can continue to make changes to your policy as set out in the PDS that applied when your policy commenced.



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# Product Disclosure Statement and Policy Document

Issue date: 6 July 2023

**Encompass**  
PROTECTION



# LOOKING AFTER WHAT'S IMPORTANT WITH ENCOMPASS PROTECTION

The right kind of life insurance can be an invaluable gift to yourself and your loved ones. It gives you the confidence to set and achieve your life goals, all while knowing that if the worst happens, you and your loved ones are safe.

Encompass Protection is a life insurance product designed for that very reason – to help you protect what's important to you. It includes four types of cover – Life Cover, Total and Permanent Disability (TPD) Cover, Critical Illness Cover, and Income Protection Cover – allowing you to tailor your policy to the needs of you and your family.

MLC Limited ABN 90 000 000 402 AFSL 230694 (the Insurer) of PO Box 23455 Docklands VIC 3008 issues and is responsible for Encompass Protection and this Product Disclosure Statement and Policy Document (PDS). MLC Limited is part of the Nippon Life Insurance Group and is not a part of the Insignia Financial Group of Companies. Insurance is issued by MLC Limited. MLC Limited uses the MLC brand under licence from the Insignia Financial Group. The Insurer receives insurance premiums and pays claims from its Statutory Fund No. 1. The insurances described in this document are non-participating and don't entitle the policy owner to participate in the distribution of any surplus of the statutory fund.

## This document explains Encompass Protection

**This document is a combined Product Disclosure Statement and Policy Document which we refer to as the PDS.**

It contains the full terms and conditions and explains what you need to know about Encompass Protection.

If we issue an Encompass Protection policy to you, this document (except for a few sections) will become your Policy Document. We'll also send you a policy schedule which will confirm important details of your cover and form part of your Policy with us.

The sections of this document that will not form part of your Policy Document are the sections titled Other Information (on page 54), Direct Debit Service Agreement (on page 59), Complimentary Interim Accident Cover (on page 61) and Complimentary Interim Rollover Cover (on page 63).

### This PDS will help you make a decision about Encompass Protection with your adviser

This PDS explains what you need to know about the benefits, features, options, risks and costs of Encompass Protection, to help you, and your financial adviser, make those decisions. However, the information in this PDS doesn't take into account your objectives, financial situation or needs. Please consider how appropriate this information is, based on your personal circumstances. We recommend you speak with your financial adviser before making any decision about your insurance.

How many cover types you have, the options that apply, and whether you purchase Encompass Protection within super – as a member of the Protect Super Plan or within a self-managed super fund (SMSF) – or outside super (ordinary), are decisions for you and your financial adviser to make. If you are taking out insurance through your SMSF, your Trustee will provide you with information about your membership in the fund. For information on the insurance available in the Protect Super Fund, refer to the Protect Super Plan for Encompass Protection Product Disclosure Statement (Super PDS).

### Information in this document may change

The information in this PDS is current as at the date of issue. The information in this PDS may change over time. We will inform you of changes that are materially adverse to you. We will publish all other changes on [www.encompassprotect.com.au](http://www.encompassprotect.com.au) which you should check from time to time. If you'd like a free printed copy of the updated information, please email us at [customer@encompassprotect.com.au](mailto:customer@encompassprotect.com.au)

### What is the role of NEOS Life?

NEOS Life (NEOS, the Administrator), a registered business name of Australian Life Development Pty. Ltd. ABN 96 617 129 914 AFSL 502759, is a business focused solely on distributing and administering quality life insurance products to Australians.

Once issued, your Encompass Protection policy is administrated in Australia, by the Administrator on behalf of the Insurer.

### Understanding what we mean

While our aim is to always provide straightforward explanations, some words we use have specific meanings that you need to be aware of.

Words that appear throughout the PDS in *italics* have a specific meaning that is explained in the section titled Definitions beginning at page 65.

There are other words that are regularly used in this PDS that also have a specific meaning that is set out below. These words are:

**Insured person** means the person whose life is insured under your policy as shown in your policy schedule. Insured Person and Life Insured has the same meaning.

**Policy owner** means the person or legal entity who owns the policy. The policy owner is shown on your policy schedule.

**Policy** means the package of one or more cover types provided to you.

**SIS** means the *Superannuation Industry (Supervision) Act 1993* or the *Superannuation Industry (Supervision) Regulations 1994* (as applicable).

**Trustee** means a trustee of a super fund, including a SMSF.

**Us, we, our** or the **Insurer** means MLC Limited.

**You** or **your** means the insured person or policy owner as the context requires.

To help with your understanding of Encompass Protection, we've also capitalised the policy benefits and features, so you can easily identify them.

We also use medical terminology to define when certain benefits are payable. Your doctor can help you to understand this medical terminology.

### Contact Us

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# ABOUT ENCOMPASS PROTECTION

Encompass Protection is a flexible product that you can tailor to your needs. You can incorporate multiple types of cover into the one policy, or you can link separate policies together. Our products can be owned by you directly or held within your super fund. Your financial adviser can help you decide what works best for you. The key benefits of each cover type are outlined below.

Type of Cover	What you're covered for
<b>Life Cover</b>	Life Cover provides a lump sum payment if you die or in the event of <i>terminal illness</i> .
<b>TPD Cover</b>	TPD Cover provides a lump sum payment if you suffer <i>total and permanent disability</i> in accordance with the TPD definition provided under your policy.
<b>Critical Illness Cover</b>	Critical Illness Cover provides a lump sum payment if you suffer a specified <i>critical illness event</i> that you're covered for.
<b>Income Protection Cover</b>	Income Protection Cover provides a <i>monthly benefit</i> that helps to replace a portion of your income if you're unable to work due to sickness or injury and are <i>disabled</i> for longer than the specified <i>waiting period</i> .

All Encompass Protection policies also include the valuable features listed below. Please be aware that Encompass Protection policies also have some *exclusions* as detailed on pages 13, 17, 25 and 45. Other *exclusions* can be applied to your individual policy based on our assessment of your application and any such *exclusions* will be stated on your policy schedule.

## Worldwide cover

Encompass Protection travels with you, which means you're insured 24 hours a day, in Australia and overseas.

## Continuity of your cover

As long as your premiums are paid, your cover will continue each year (even if your health worsens), until your policy expires or an event occurs (as outlined in this PDS) that ends your cover.

## Guarantee of upgrade

Whenever we improve the terms of a type of cover you've chosen, and those improvements don't increase your premiums, we'll upgrade the terms of your policy. Each new improvement only applies from its effective date (e.g. the date when the new definition or feature starts).

This means the improvement only applies to claims, health conditions and events which start or take place after the effective date.

The improvements won't apply to past or existing claims, or claims resulting from health conditions or events which started or took place before the effective date.

The Insurer will tell you of the effective date of any improvements to your policy. If any changes to your policy terms made under the guarantee of upgrade disadvantage you, we will apply the prior, more favourable terms.

# SETTING UP YOUR POLICY

## Who can own your policy?

Your policy can be owned by a super fund or outside super by you or a legal entity. Your financial adviser can help you decide which ownership option is best for you.

If your policy is owned by a super fund, we generally refer to it as 'held within or through super' or, 'super business'.

The ownership options, and the cover types available under each option, are explained further in the table below.

Policy held outside super	Cover types available
<p>The policy owner can be:</p> <ul style="list-style-type: none"> <li>▶ the insured person</li> <li>▶ the insured person's partner or another individual; or</li> <li>▶ a company, trust, or other legal entity, excluding the trustee of a super fund.</li> </ul> <p>Your policy can have more than one policy owner. In this instance, they own it jointly. If one policy owner dies, the policy will be owned by the remaining policy owner.</p>	<ul style="list-style-type: none"> <li>▶ Life Cover</li> <li>▶ TPD Cover</li> <li>▶ Critical Illness Cover</li> <li>▶ Income Protection Cover</li> </ul>
Policy held inside super	Cover types available
<p>The policy owner can be:</p> <ul style="list-style-type: none"> <li>▶ the trustee of a super master trust of which you're a member; or</li> <li>▶ the trustee of your SMSF.</li> </ul>	<ul style="list-style-type: none"> <li>▶ Life Cover</li> <li>▶ TPD Cover</li> <li>▶ Income Protection Cover</li> </ul>

## Your choice of inside or outside super will affect your options

You have the choice of having cover inside or outside of super. However, that choice will influence:

1. how you pay your premiums
2. the tax treatment of your premiums and benefits; and
3. the features, benefits and options available under each cover type.

Your financial adviser can help you choose the structure that best suits your needs.

We use the following symbols throughout this PDS to indicate whether a benefit/option/definition is available inside super and/or outside super.

**SUPER** Indicates that the benefit/option/definition is available on policies purchased inside a super fund.

**NON SUPER** Indicates that the benefit/option/definition is available on policies purchased outside super.

## We pay the benefits to the policy owner

Unless we state otherwise, we pay the benefits available under each cover type to the policy owner or *nominated beneficiary*, where applicable.

If cover is held inside super, we'll pay the benefit under that cover type to the trustee of your super fund. Whether the trustee can release the benefit to you will depend on the super fund's trust deed and super law, including whether you meet the required super condition of release.

It's important that you ask your trustee or financial adviser for information on whether, and when, any benefit can be released to you.

We pay all benefits and amounts payable under your policy in Australian dollars in Australia.



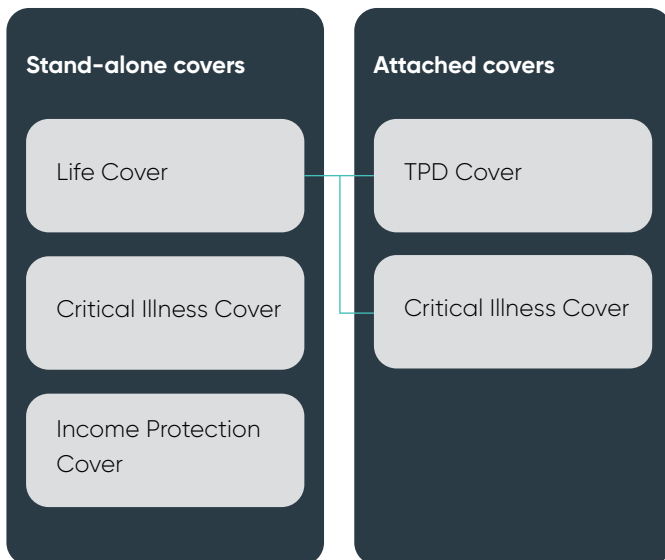
## Structuring your cover

You have a number of options available when it comes to structuring your cover. You can hold all your cover types under one policy and your cover may be stand-alone or attached. You can also link cover held under separate policies via linking or splitting.

Your policy schedule will indicate when your cover is stand-alone, attached, linked or split.

### Structuring cover outside super

The following diagram illustrates how you can structure your Encompass Protection cover types outside super.



### Stand-alone cover

This is cover that can be purchased on its own and is independent of all other covers you purchase. If a claim is paid on one of your stand-alone covers, your other lump sum covers with us won't be reduced.

### Attached cover

Attached cover interacts with the other cover types it's attached to. This means that when a benefit is paid for an attached cover type, the *sum insured* of the cover types it's attached to will be reduced by the benefit amount paid. This also means that the premiums payable on the attached cover types will be reduced accordingly.

The premium you pay for attached cover is generally lower than what you'll pay for the same cover types held as stand-alone cover.

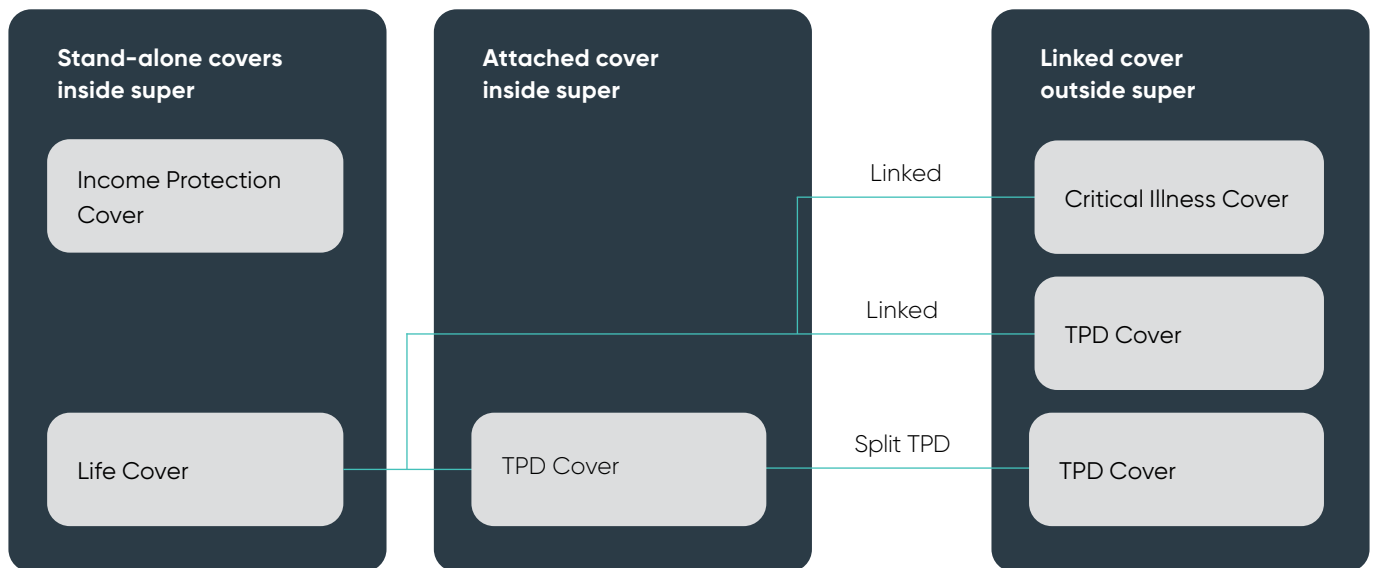
### Structuring cover inside super

The following diagram illustrates how you can structure your Encompass Protection cover types inside super. As with cover types held outside super, you can choose whether to have stand-alone or attached cover types. In addition, you may also choose to have linked or split benefits. Linking benefits means that you can access the benefits available under cover types held outside super, while also holding cover inside super.

#### An important note

If you structure your Encompass Protection policy inside super:

- ▶ you'll need to be a member of the fund
- ▶ the trustee of the fund owns the policy on your behalf
- ▶ premiums and benefit payments are made through the fund and are subject to restrictions under the governing rules of the fund and in accordance with super law; and
- ▶ some benefits and features of the cover type won't apply.



### Stand-alone cover

This is cover that can be purchased on its own and is independent of all other covers you purchase. If a claim is paid on one of your stand-alone covers, your other lump sum covers with us won't be reduced.

### Attached cover

Attached cover interacts with the other cover types it's attached to. This means that when a benefit is paid for an attached cover type, the *sum insured* of the cover types it's attached to will be reduced by the benefit amount paid. This also means that the premiums payable on the attached cover types will be reduced accordingly.

The premium you pay for attached cover is generally lower than what you'll pay for the same types of cover held as stand-alone cover.

### Linked cover

Linking is a way of bundling your cover by allowing you to have different policy owners for each cover type. Linking is available between an Encompass Protection policy held outside super, and an Encompass Protection policy held inside super.

For example, you may want to have your Critical Illness Cover attached to your Life Cover, but want your Life Cover to be owned by the trustee of your SMSF, and the Critical Illness Cover to be owned by you, outside super – linking enables you to do this.

As with attached cover, when a benefit is paid, the *sum insured* of all cover types to which it's linked will be reduced

by the amount of the benefit paid. This also means that the premiums payable on the linked cover types will be reduced accordingly.

### Split cover

Split cover is a way of splitting an individual cover across two separate policies; one held inside super and the other held outside super.

Benefits (or the portion of a benefit) that are consistent with the super conditions of release will be held under the policy with ownership inside super. The remaining portion of the benefit will be held under the policy outside super.

The maximum benefit payable under both policies will never exceed the amount that would've been payable under a single policy held outside super.

### Split TPD Cover

With Split TPD Cover, you are able to ensure that you are covered under an *own occupation* TPD definition, while holding a portion of the policy inside super. The portion of the TPD Cover under a Split TPD Cover arrangement which is consistent with a super condition of release will be held under a policy inside super, with the remainder of the TPD Cover held under a policy outside super.

Any claim you make will firstly be assessed against the terms and conditions of the policy held inside super. Any amount payable will be paid to the trustee of the super fund on your behalf. Any benefits not payable under the super policy, may be paid under the non-super policy, subject to you meeting the applicable terms and conditions.



## Applying for cover

Before applying for Encompass Protection, you'll need to speak with your financial adviser. They can help you determine the type of cover and the benefit amount that will best suit your needs.

Once confirmed, your financial adviser can assist you in completing your application.

For Encompass Protection through super, your application is made to the Trustee, who applies to us for insurance on your behalf.

### Eligibility

To apply for Encompass Protection you must be:

- ▶ an *Australian resident* or Australian company/trustee; and
- ▶ aged 18 or over, or acting as an officer or trustee on behalf of a company or super fund.

You must have also received this PDS in Australia.

Additional eligibility criteria may apply to insured persons for different cover types. You should refer to eligibility criteria in the Cover Overviews for more information.

### When cover starts

All the terms and conditions of your cover are effective from the policy commencement date shown in your current policy schedule.

If your policy is held inside super, you must also be a member of the fund before your cover can start.

### You can change your mind

If for any reason you feel that your policy doesn't meet your needs, you can cancel it by notifying us within 30 days of the earlier of:

- ▶ the date you receive your policy schedule; or
- ▶ five business days after your policy commencement date.

This is known as the cooling-off period. Provided you've not made a claim, if you cancel your policy during this period, your policy will be cancelled from the policy commencement date and we'll refund any premiums you've paid.

If you've applied for cover through super, your refund may be required to be preserved within super.

# LIFE COVER

## Cover overview

**SUPER**

**NON SUPER**

Life Cover provides a lump sum payment in the event of your death or *terminal illness* while Life Cover is in force. Life Cover is available both inside and outside super.

### Minimum entry age

- ▶ 18

### Maximum entry age

- ▶ 70 for stepped premiums
- ▶ 60 for level premiums

### Benefit expiry age

- ▶ Policy anniversary after you turn 99
- ▶ Policy anniversary after you turn 75, when structured inside super
- ▶ Policy anniversary after you turn 65, when you've selected level premium

### Minimum *sum insured* that can be applied for

- ▶ \$50,000

### Maximum *sum insured* that can be applied for

- ▶ \$3,000,000

### Premium types

- ▶ Stepped premium
- ▶ Level premium to age 65

### Exclusions

See page 13

## Included benefits

The following benefits are included in Life Cover. Some benefits aren't available inside super as shown below.

Policy ownership	Benefit	Page
<b>SUPER</b> <b>NON SUPER</b>	Death Benefit	12
<b>SUPER</b> <b>NON SUPER</b>	Terminal Illness Benefit	12
<b>SUPER</b> <b>NON SUPER</b>	Indexation Benefit	27
<b>SUPER</b> <b>NON SUPER</b>	Future Increase Benefit	27
<b>NON SUPER</b>	Funeral Advancement Benefit	12
<b>NON SUPER</b>	Financial Advice Benefit	29

## Optional benefit available at an extra cost

The following benefit is available at an extra cost. Your policy schedule will show which options you've purchased.

Policy ownership	Option	Page
<b>SUPER</b> <b>NON SUPER</b>	Disability Premium Waiver Option	30

## Included benefits

### Death Benefit

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SUPER

NON SUPER

If you die while your Life Cover is in force, we'll pay the Life Cover *sum insured*.

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### Terminal Illness Benefit

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SUPER

NON SUPER

If you have a *terminal illness* while your Life Cover is in force, we will pay the Life Cover *sum insured*.

You don't have to return the Terminal Illness Benefit paid if you survive the 24 month period referred to in the definition of *terminal illness*.

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### Funeral Advancement Benefit

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NON SUPER

If you die while your Life Cover is in force, we'll advance a portion of your Life Cover *sum insured* as the Funeral Advancement Benefit. The amount payable under the Funeral Advancement Benefit will be the lesser of \$20,000 and your Life Cover *sum insured*. This benefit will be paid to the remaining policy owner(s) (if applicable) or to your *nominated beneficiaries*. If there are no remaining policy owners or *nominated beneficiaries*, we will pay your personal legal representative (your estate).

We'll need a certified copy of the insured person's death certificate, or an extract of death registration or other reasonable evidence of death, along with a written request before we pay this advance.

If the Funeral Advancement Benefit is paid, the Life Cover *sum insured* will be reduced by \$20,000.

Payment of the Funeral Advancement Benefit isn't an admission of liability by us to pay a Life Cover claim and may be recovered by us if the Life Cover claim isn't accepted.

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### Other included benefits

The additional benefits included in Life Cover are described in the section, 'Benefits common to Life Cover, TPD Cover and Critical Illness Cover' from page 27.

## Optional benefits

Optional benefits available under Life Cover are described in the section, 'Benefits common to Life Cover, TPD Cover and Critical Illness Cover' from page 30.

## Adjustments

Your Life Cover *sum insured* will be reduced by any amount paid:

- ▶ under this cover for *terminal illness*
- ▶ under this cover for the Funeral Advancement Benefit
- ▶ for TPD Cover; and
- ▶ for Critical Illness Cover, when your Critical Illness Cover is attached or linked to your Life Cover.

## Exclusions

We won't pay any benefit under Life Cover arising from or contributed to by suicide or attempted suicide within 13 months after this insurance:

- ▶ started
- ▶ was last reinstated; or
- ▶ was increased (this only applies in respect of the increased amount with the exception of any increase due to the Indexation Benefit).

However, if your Life Cover is replacing existing life cover provided by us, the 13-month *exclusion* for suicide or attempted suicide won't apply if all of the following apply:

- ▶ the life cover being replaced has been in force for at least 13 months
- ▶ your Life Cover *sum insured* is equal to or less than, the *sum insured* of your existing life cover (if the *sum insured* is higher, then the *exclusion* will apply to the difference between your new Life Cover *sum insured* and your existing life cover *sum insured*)
- ▶ your existing life cover is cancelled within seven days of Life Cover's commencement date. We won't pay in the event of suicide or attempted suicide until your existing life cover has been cancelled
- ▶ all similar *exclusions* under your existing life cover have expired
- ▶ the life cover being replaced has comparable benefits; and
- ▶ no claim is paid, payable, lodged or pending under your existing life cover.

We also won't pay any benefit under Life Cover for any *exclusions* specifically stated in your policy schedule.

## When Life Cover ends

Your Life Cover will end when:

- ▶ we've notified you in writing following your request to cancel your cover
- ▶ we pay an amount equal to your Life Cover *sum insured*
- ▶ your Life Cover *sum insured* is reduced to nil for any reason, for example if you receive a benefit for any attached or linked cover for an amount that is equal to your Life Cover *sum insured*
- ▶ the policy anniversary immediately after:
  - you turn 99, if you've chosen stepped premiums and your cover is outside super
  - you turn 75, if you've chosen stepped premiums and your cover is inside super (in which case, you can apply to continue cover outside super)
  - you turn 65, if you've chosen level premiums
- ▶ we cancel your cover because your premiums aren't paid
- ▶ we cancel your cover after a fraudulent claim is made; or
- ▶ you die.



# TOTAL AND PERMANENT DISABILITY (TPD) COVER

## Cover overview

**SUPER**

**NON SUPER**

TPD Cover provides a lump sum payment if you suffer *total and permanent disability* while TPD Cover is in force as a result of sickness or injury.

TPD Cover is available both inside and outside super. The definition of *total and permanent disability* that you can choose is restricted inside super as described below.

### Minimum entry age

- ▶ 18

### Maximum entry age

- ▶ 60

### Benefit expiry age

- ▶ Policy anniversary after you turn 65

### Minimum *sum insured* that can be applied for

- ▶ \$50,000

### Maximum *sum insured* that can be applied for

- ▶ \$3,000,000

### Premium types

- ▶ Stepped premium
- ▶ Level premium to age 65

### TPD definitions available

- ▶ Super TPD
- ▶ Any occupation
- ▶ *Own occupation*

### Product structure combinations

- ▶ TPD Cover attached to Life Cover
- ▶ TPD Cover linked to Life Cover
- ▶ Split TPD Cover

For all product structure combinations your TPD Cover *sum insured* mustn't exceed your Life Cover *sum insured*.

### Exclusions

See page 17

## Included benefits

The following benefits are included in TPD Cover. Some benefits aren't available inside super as shown in the table below.

Policy ownership	Benefit	Page
<b>SUPER</b> <b>NON SUPER</b>	Total and Permanent Disability Benefit	17
<b>SUPER</b> <b>NON SUPER</b>	Indexation Benefit	27
<b>SUPER</b> <b>NON SUPER</b>	Future Increase Benefit	27
<b>NON SUPER</b>	Financial Advice Benefit	29
<b>NON SUPER</b>	Specific Loss Benefit	17

## Optional benefits available at an extra cost

The following benefits are available at an extra cost. Your policy schedule will show which options you've purchased.

Policy ownership	Option	Page
<b>SUPER</b> <b>NON SUPER</b>	Disability Premium Waiver Option	30
<b>SUPER</b> <b>NON SUPER</b>	Life Cover Buy Back Option	31



## TPD definitions

We offer the following *total and permanent disability* (TPD) definitions:

Policy ownership	Benefit	Page
NON SUPER	Own occupation TPD	68
NON SUPER	Any occupation TPD	68
SUPER	Super TPD	69

The *own occupation* TPD definition assesses an insured person's ability to do their *own occupation* ever again, while the any occupation definition assesses an insured person's ability to do any occupation for which the person is reasonably suited by their education, training or experience ever again. Both definitions include additional criteria that must be satisfied, and several ways to qualify for a benefit.

The Super TPD definition has similar requirements to the any occupation definition. It also requires that the insured person satisfies the super definition of *permanent incapacity*.

In any case, if the insured person;

- ▶ was not *gainfully employed* at the time of application for insurance, and
- ▶ was performing full-time domestic duties or child rearing for the 12 months prior to the disability, and
- ▶ was performing full-time domestic duties or child rearing at the time the disability began,

they will be assessed under a 'Home Duties' TPD definition.

The *own occupation* definition is not available for insured persons in certain occupations. Your financial adviser can let you know which definition is available to you, depending on your occupation.

The definition that applies to your cover will be shown on your policy schedule.

## Split TPD Cover

With Split TPD Cover, you are able to ensure that you are covered under an *own occupation* TPD definition, while holding a portion of the policy inside super. The portion of the TPD Cover under a Split TPD Cover arrangement which is consistent with a super condition of release will be held under a policy inside super, with the remainder of the TPD Cover held under a policy outside super.

Any claim you make will firstly be assessed against the terms and conditions of the policy held inside super. Any amount payable will be paid to the trustee of the super fund on your behalf. Any benefits not payable under the super policy may be paid under the non-super policy, subject to you meeting the applicable terms and conditions.

### Important things to note

- ▶ The premium payable for the policy outside super will be reduced by the premium charged for the super policy. This means the overall premium will be the same as if you'd purchased a single TPD Cover policy with an *own occupation* definition outside super.
- ▶ The TPD Cover *sum insured* for each policy – both the super and non-super policy – must always be the same. This means your TPD Cover *sum insured* under each policy may only be increased or reduced together. This includes any increase via the Indexation Benefit.
- ▶ Once the full TPD Cover *sum insured* is paid under one policy, all TPD Cover will cease under both policies.
- ▶ In the event that your TPD Cover held inside super is cancelled, your TPD Cover held outside super will also be cancelled. However, in the event that your TPD Cover held outside super is cancelled, the TPD Cover held inside super can remain in place, subject to the terms and conditions of the super policy.
- ▶ Your policy schedule will indicate when splitting applies.

## Included benefits

### Total and Permanent Disability Benefit

SUPER

NON SUPER

If you suffer *total and permanent disability* while this cover is in force, and you meet the conditions of the TPD definition that applies (as stated on your policy schedule), we'll pay your TPD Cover *sum insured*.

### Specific Loss Benefit

NON SUPER

If you suffer the total and irrecoverable loss of:

- ▶ sight in one eye, whether aided or unaided, due to sickness or injury to the extent that visual acuity is 6/60 or less
  - ▶ one foot, or
  - ▶ one hand,
- you'll receive the Specific Loss Benefit.

The Specific Loss Benefit payable will be the lesser of:

- ▶ 25% of the TPD Cover *sum insured*, and
- ▶ \$500,000.

This benefit is not payable if it is less than \$10,000.

A Specific Loss Benefit is only payable once and will reduce the TPD Cover *sum insured* by the amount paid.

### Other included benefits

The additional benefits included in TPD Cover are described in the section 'Benefits common to Life Cover, TPD Cover and Critical Illness Cover' from page 27.

## Optional benefits

Optional benefits available under TPD Cover are described in the section 'Benefits common to Life Cover, TPD Cover and Critical Illness Cover' from page 30.

## Adjustments

Your TPD Cover *sum insured* will be reduced by any amount paid:

- ▶ under this cover as a Specific Loss Benefit; and
- ▶ for Critical Illness Cover, when your Critical Illness Cover is attached or linked to your Life Cover.

## Exclusions

We won't pay any benefit under TPD Cover arising from or contributed to by:

- ▶ intentional self-inflicted injury or attempted suicide; or
- ▶ sickness or injury that first appeared, happened or was diagnosed before your insurance started, or was last reinstated (unless disclosed to and accepted by us as part of the application or reinstatement process).

We also won't pay any benefit under TPD Cover for any *exclusions* specifically stated in your policy schedule.

## When TPD Cover ends

Your TPD Cover will end when:

- ▶ we've notified you in writing following your request to cancel your cover
- ▶ you receive an amount equal to your TPD Cover *sum insured*
- ▶ this cover is reduced to nil by payments under attached or linked cover for an amount equal to your TPD Cover *sum insured*
- ▶ the Life Cover ends, to which this TPD Cover is attached or linked
- ▶ the policy anniversary immediately after you turn 65
- ▶ we cancel your cover because your premiums aren't paid
- ▶ we cancel your cover after a fraudulent claim is made; or
- ▶ you die.



# CRITICAL ILLNESS COVER

## Cover overview

### NON SUPER

Critical Illness Cover provides a lump sum payment if you suffer from one of the specified *critical illness events* (as defined in this PDS) included under this cover, and you survive for at least 14 days from when you first suffer the *critical illness event*.

Some *critical illness events* are also subject to an *exclusion period*, as explained on page 23.

Critical Illness Cover is not available inside super.

### Choice of cover

- ▶ Critical Illness Standard
- ▶ Critical Illness Plus

Your policy schedule will show which cover you've purchased.

### Minimum entry age

- ▶ 18

### Maximum entry age

- ▶ 60

### Benefit expiry age

- ▶ Policy anniversary after you turn 65

### Minimum *sum insured* that can be applied for

- ▶ \$50,000

### Maximum *sum insured* that can be applied for

- ▶ \$1,000,000

### Premium types

- ▶ Stepped premium
- ▶ Level premium to age 65

### Product structure combinations

- ▶ Stand-alone Critical Illness Cover
- ▶ Critical Illness Cover attached to Life Cover (your Critical Illness Cover *sum insured* mustn't exceed your Life Cover *sum insured*)
- ▶ Critical Illness Cover linked to Life Cover (your Critical Illness Cover *sum insured* mustn't exceed your Life Cover *sum insured*)

### Exclusions

See page 25

## Included benefits

The following benefits are included in Critical Illness Cover.

Benefit	Page	Standard	Plus
Critical Illness Benefit	20	✓	✓
Indexation Benefit	27	✓	✓
Future Increase Benefit	27	✓	✓
Financial Advice Benefit	29	✓	✓
Partial Critical Illness Benefit	22	✗	✓

## Optional benefits available at an extra cost

The following benefits are available at an extra cost. Your policy schedule will show which options you've purchased.

Option	Page
Disability Premium Waiver Option	30
Life Cover Buy Back Option <sup>+</sup>	31
Critical Illness Cover Reinstatement Option	23

<sup>+</sup>Only available when Critical Illness Cover is attached or linked to Life Cover.

## Included benefits

### Critical Illness Benefit

We'll pay your Critical Illness Cover *sum insured* if, while this cover is in force, you suffer one of the *critical illness events* listed in the table below (as defined in the 'Critical illness events definitions' section starting on page 70), and survive for at least 14 days from the date you first suffer the *critical illness event*.

You first suffer a *critical illness event*:

- ▶ for surgical conditions (that are marked with an \*), on the date the surgery actually happens, provided that the surgical procedure is certified by a *doctor* as meeting its definition; and
- ▶ for all other conditions, on the date a *doctor* first provides a diagnosis of the condition as meeting its *critical illness event* definition in this PDS. The diagnosis must occur while this cover is in force.

In some cases, a condition must progress to a certain point before it satisfies the relevant *critical illness event* definition.

If you suffer more than one *critical illness event*, your *sum insured* is only payable for the first occurring *critical illness event*, unless the first event to occur is *coronary artery angioplasty*. If *coronary artery angioplasty* occurs, and your Critical Illness Cover *sum insured* is at least \$100,000, the benefit paid will be 10% of your *sum insured* up to a maximum of \$20,000 (unless a benefit is payable for *coronary artery angioplasty - three or more different coronary arteries* in which case, we'll pay your Critical Illness Cover *sum insured*). Your remaining *sum insured* will be the basis used to determine the benefit payment if you suffer another *critical illness event*.

More than one payment can be made for *coronary artery angioplasty*.

### Critical Illness Events

Each of these events has a specific meaning. Please refer to the 'Critical illness events definitions' starting on page 70 for these specific meanings.

#### Heart conditions

- ▶ Aorta repair – excluding less invasive surgeries<sup>^^</sup>
- ▶ Coronary artery bypass surgery – excluding less invasive procedures<sup>^^</sup>
- ▶ Open heart surgery\*
- ▶ Cardiomyopathy – of specified severity
- ▶ Heart attack – with evidence of heart muscle damage<sup>^</sup>
- ▶ Out of hospital cardiac arrest
- ▶ Coronary artery angioplasty<sup>^\*#</sup>
- ▶ Heart valve surgery – of specified severity<sup>^^</sup>
- ▶ Primary pulmonary hypertension – of specified severity
- ▶ Coronary artery angioplasty – three or more different coronary arteries<sup>^^</sup>

#### Nervous system conditions

- ▶ Bacterial meningitis – of specified severity
- ▶ Motor neurone disease – unequivocal diagnosis
- ▶ Paralysis – permanent and of specified severity
- ▶ Coma – with specified criteria
- ▶ Multiple sclerosis – of specified severity
- ▶ Parkinson's disease – of specified severity
- ▶ Dementia or Alzheimer's disease – permanent and of specified severity
- ▶ Muscular dystrophy – unequivocal diagnosis
- ▶ Parkinson-Plus syndrome – unequivocal diagnosis
- ▶ Encephalitis – of specified severity
- ▶ Major brain injury – of specified severity
- ▶ Stroke – in the brain and of specified severity<sup>^</sup>

### Body organ conditions

- ▶ Benign brain tumour – of specified severity
- ▶ Cancer – excluding specified early stage cancers<sup>^</sup>
- ▶ Chronic kidney failure – requiring permanent dialysis or transplantation
- ▶ Chronic liver failure – of specified severity
- ▶ Chronic lung failure – of specified severity
- ▶ Major burns – of specified severity
- ▶ Major organ or bone marrow transplant\*
- ▶ Pneumonectomy – complete removal of entire lung\*

### Blood conditions

- ▶ Aplastic anaemia – of specified severity
- ▶ HIV contracted through medical procedures
- ▶ HIV contracted through your work
- ▶ Meningococcal Septicaemia – of specified severity

### Other conditions

- ▶ Blindness – of specified severity
- ▶ Deafness – permanent
- ▶ Loss of independence – of specified severity
- ▶ Loss of speech – total and permanent
- ▶ Severe diabetes – of specified severity
- ▶ Severe osteoporosis – before age 50 and of specified severity

<sup>^</sup> A 90 day exclusion period applies to these critical illness events as explained further below under the heading '90 day exclusion period'.

<sup>#</sup> A proportion of the Critical Illness Cover is paid for this condition.

\* Surgical condition.

## Partial Critical Illness Benefit

**This benefit is only available if you've purchased Critical Illness Plus, as shown on your policy schedule.**

We'll pay a partial benefit, as indicated in the table below, if, while this cover is in force, you suffer a *partial critical illness event* listed in the table below, and as defined in the 'Partial critical illness events definitions' section starting on page 75, and you survive for at least 14 days from the date you first suffer the *partial critical illness event*.

You first suffer a *partial critical illness event*:

- ▶ for surgical conditions (that are marked with an \*), on the date the surgery actually happens, provided that the surgical procedure is certified by a *doctor* as meeting its definition; and
- ▶ for all other conditions, on the date a *doctor* first provides a diagnosis of the condition as meeting its *partial critical illness event* definition in this PDS. The diagnosis must occur while this cover is in force.

Any partial benefit paid will reduce your Critical Illness Cover *sum insured*, and the *sum insured* for any attached or linked Life Cover or TPD Cover. When a partial benefit reduces your remaining Critical Illness Cover *sum insured* to below \$10,000, we'll pay the entire *sum insured* to you. As a result, your Critical Illness Cover will cease (subject to the Critical Illness Cover Reinstatement Option).

You can only claim for each type of *partial critical illness event* once, except for *carcinoma in situ* where you may make a subsequent claim for a carcinoma that's situated on a uniquely different site of your body to your previous claim.

Partial Critical Illness Event	Maximum benefit
▶ <i>Adult onset insulin dependent diabetes mellitus</i>	20% to a maximum of \$200,000
▶ <i>Deafness in one ear – total and irreparable</i>	
▶ <i>Early stage benign brain tumour – of specified type</i>	
▶ <i>Loss, or loss of use, of one foot or one hand – total and irrecoverable</i>	
▶ <i>Loss of sight in one eye – of specified severity</i>	
▶ <i>Advanced endometriosis – of specified severity</i>	20% to a maximum of \$100,000
▶ <i>Carcinoma in situ of the breast – of specified severity<sup>^</sup></i>	
▶ <i>Early stage chronic lymphocytic leukaemia – of specified severity<sup>^</sup></i>	
▶ <i>Early stage prostate cancer – of specified severity<sup>^</sup></i>	
▶ <i>Facial reconstructive surgery and skin grafting – of specified severity<sup>*^</sup></i>	
▶ <i>Carcinoma in situ of the female reproductive organs – of specified severity<sup>^</sup></i>	20% to a maximum of \$20,000
▶ <i>Early stage melanoma – of specified severity<sup>^</sup></i>	
▶ <i>Guillain-Barre syndrome – of specified severity</i>	
▶ <i>Orchidectomy (as required to diagnose carcinoma in situ of the testicle) – with specified requirements<sup>^</sup></i>	

<sup>^</sup> These conditions are subject to a 90-day *exclusion period* as explained below.

\* Surgical condition.

### 90-day exclusion period

Unless we've waived the 90-day *exclusion period* because you're replacing existing critical illness cover with our Critical Illness Cover (and meet the conditions set out below), no benefit will be paid for any of the *critical illness events* or *partial critical illness events* marked with a ^ in the previous tables if the event first occurred, was diagnosed, or symptoms leading to the event occurred, were diagnosed or first became apparent, within 90 days immediately following:

- ▶ the Critical Illness Cover commencement date
- ▶ an increase in your Critical Illness Cover *sum insured* (this only applies in relation to the increased amount with the exception of any increase in cover as a result of the Indexation Benefit); and
- ▶ the date your cover was last reinstated.

If there's a reappearance, recurrence, or subsequent diagnosis of a *critical illness event* or *partial critical illness event*, following a first appearance, occurrence, or diagnosis of that *critical illness event* or *partial critical illness event* within the 90-day *exclusion period*, a Critical Illness Benefit or Partial Critical Illness Benefit will only be payable if it can be proven that it is independent of, and not related to, the earlier appearance, occurrence or diagnosis.

If this Critical Illness Cover is a replacement of similar insurance, the 90-day *exclusion period* set out above will be waived to the extent that a benefit would have been paid under the replaced insurance had it continued in force.

When we've agreed to replace existing critical illness cover that was issued by us or another insurer, the 90-day *exclusion period* will not apply if:

- ▶ your existing critical illness cover has been in force for at least 90 days, and all existing exclusion periods on your cover have expired
- ▶ the replacement Critical Illness Cover is for the same, or lower, *sum insured* than your existing critical illness cover. If your *sum insured* is higher, then the 90-day *exclusion period* will apply to the difference between your new Critical Illness Cover *sum insured* and your existing critical illness cover *sum insured*

- ▶ your existing critical illness cover provided similar cover for the same *critical illness events* or *partial critical illness events* (as applicable), including events that are subject to a 90-day *exclusion period*, included under this cover
- ▶ the existing critical illness cover is cancelled within seven days of the issue of your replacement Critical Illness Cover; and
- ▶ no claim is payable, or pending, under your existing critical illness cover.

### Other included benefits

The additional benefits included in Critical Illness Cover are described in the section 'Benefits common to Life Cover, TPD Cover and Critical Illness Cover' from page 27.

## Optional benefits

### Critical Illness Cover Reinstatement Option

This option allows you to reinstate your Critical Illness Cover by the same amount as the Critical Illness Benefit or Partial Critical Illness Benefit paid, without you having to provide additional evidence of health, occupation or pursuits.

Your cover can be reinstated 12 months after the date the Critical Illness Benefit, or Partial Critical Illness Benefit is paid. You can apply to have your Critical Illness Cover reinstated up to 30 days after this date.

If your premium type is stepped, your premium for the reinstated Critical Illness Cover will be based on your age at the time of the reinstatement.

If your premium type is level, your premium for the reinstated Critical Illness Cover will be based on your age at your cover commencement date.

Any premium *loadings*, *exclusions*, limitations or varied terms that applied to your original Critical Illness Cover will also apply to your reinstated Critical Illness Cover. If the Indexation Benefit did not apply to your original Critical Illness Cover, it will not apply to your reinstated Critical Illness Cover.



### Important things to note

If you have Critical Illness Cover attached or linked to Life Cover and:

- ▶ you have the Life Cover Buy Back Option, you must reinstate the Life Cover before, or at the same time you reinstate your Critical Illness Cover.
- ▶ you don't have the Life Cover Buy Back Option, your reinstated Critical Illness Cover will be issued as stand-alone Critical Illness Cover.

The policy owner and insured person will remain unchanged under the reinstated Critical Illness Cover.

### Exclusions on reinstated Critical Illness Cover

Where the entire Critical Illness Cover *sum insured* has been paid, we will not pay a claim under the reinstated Critical Illness Cover for a *critical illness event*:

- ▶ for which a benefit, including a Partial Critical Illness Benefit, has been paid (excluding *coronary artery angioplasty*); or
- ▶ which is related to, arises from or is contributed to by (directly or indirectly, or wholly or partly) any *critical illness event* (or *partial critical illness event*) for which a benefit, including a Partial Critical Illness Benefit, has been paid, except in the circumstances described below in respect of:
  - a *partial critical illness event* claim
  - a *cancer – excluding specified early stage cancers* claim; or
  - a *heart attack – with evidence of heart muscle damage* claim.

Where a benefit has been paid for a *partial critical illness event*, we will not pay a claim under the reinstated Critical Illness Cover for:

- ▶ a *partial critical illness event* for which a benefit has been paid; or
- ▶ any *partial critical illness event* which is related to, arises from or is contributed to by (directly or indirectly, or wholly or partly) any *partial critical illness event* for which a benefit has been paid.

Where a benefit has been paid for *cancer – excluding specified early stage cancers*, or *heart attack – with evidence of heart muscle damage*, we'll pay a benefit for the same condition that occurs after the Critical Illness Cover has been reinstated, subject to the following conditions;

- ▶ we'll pay 10% of the reinstated Critical Illness Cover *sum insured* up to a maximum of \$50,000. The benefit is not payable if it is less than \$10,000.
- ▶ The second *cancer – excluding specified early stage cancers*, or *heart attack – with evidence of heart muscle damage* claim must be related to, arise from or be contributed to by (directly or indirectly, or wholly or partly) the cause of the original claim under *cancer – excluding specified early stage cancers* or *heart attack – with evidence of heart muscle damage*.
- ▶ The *sum insured* under the reinstated Critical Illness Cover will reduce by the amount paid for the second *cancer – excluding specified early stage cancers*, or *heart attack – with evidence of heart muscle damage* claim.
- ▶ Reinstatement will not be available for the amount paid in respect of the second *cancer – excluding specified early stage cancers*, or *heart attack – with evidence of heart muscle damage* claim.
- ▶ The Critical Illness Cover *sum insured* under any subsequent exercise of the Critical Illness Cover Reinstatement Option following any other *critical illness event* claim will exclude the amount paid for the second *cancer – excluding specified early stage cancers*, or *heart attack – with evidence of heart muscle damage*.

The Future Increase Benefit and the Financial Planning Benefit (unless the Financial Planning Benefit has not previously been paid) are not available under the reinstated Critical Illness Cover.

### Other Optional Benefits

Optional benefits available under Critical Illness Cover are described in the section, 'Benefits common to Life Cover, TPD Cover and Critical Illness Cover' from page 30.

## Adjustments

Your Critical Illness Cover *sum insured* will be reduced by any amount paid:

- ▶ under your cover for *coronary artery angioplasty* or any Partial Critical Illness Benefit
- ▶ for *terminal illness*, when your Critical Illness Cover is attached or linked to your Life Cover; and
- ▶ for TPD, when your Critical Illness Cover is attached or linked to your Life Cover.

## Exclusions

We won't pay any benefit under Critical Illness Cover arising from or contributed to by:

- ▶ intentional self-inflicted injury or attempted suicide, or
- ▶ sickness or injury that first appeared, happened or was diagnosed before your cover started, or was last reinstated (unless disclosed to and accepted by us as part of the application or reinstatement process).

We also won't pay any benefit under Critical Illness Cover for any *exclusions* specifically stated in your policy schedule.

## When Critical Illness Cover ends

Your Critical Illness Cover will end when:

- ▶ we've notified you in writing following your request to cancel your cover
- ▶ you receive an amount equal to your Critical Illness *sum insured*
- ▶ this cover is reduced to nil by payments of attached or linked cover for an amount equal to your Critical Illness *sum insured*
- ▶ the Life Cover ends, to which this Critical Illness Cover is attached or linked
- ▶ the policy anniversary immediately after you turn 65
- ▶ we cancel your cover because your premiums aren't paid
- ▶ we cancel your cover after a fraudulent claim is made; or
- ▶ you die.



# BENEFITS COMMON TO LIFE COVER, TPD COVER AND CRITICAL ILLNESS COVER

## Included benefits

The following additional benefits apply to Life Cover, TPD Cover and Critical Illness Cover. Some benefits are not available if cover is held inside super.

### Indexation Benefit

SUPER

NON SUPER

Unless you choose for the Indexation Benefit not to apply to your cover, then each year, on your policy anniversary, we'll automatically increase your *sum insured* to take inflation into account.

Your *sum insured* will increase by the greater of the increase in the *consumer price index (CPI)* or 3%.

Your premium will increase to reflect the higher *sum insured*. We'll let you know about the increase at least one month before your policy anniversary.

If you don't want the Indexation Benefit (in part or in full) for a particular year, please contact us prior to the relevant policy anniversary. At any time we may require further information from you before agreeing to restart the Indexation Benefit.

The Indexation Benefit won't apply while premiums are being waived under the Disability Premium Waiver Option.

### Future Increase Benefit

SUPER

NON SUPER

Until the policy anniversary after you turn 55, you can apply to increase your Life Cover, TPD Cover and Critical Illness Cover *sum insured* without further medical evidence if a specified personal or business event happens.

The increase must be applied for:

- ▶ within 30 days of the occurrence of the personal or business event; or
- ▶ within 30 days of the first policy anniversary following the relevant personal or business event.

Your premiums will rise in line with the increased *sum insured*.

You can apply for increases as many times as the listed events occur while you have the cover. However, you may only apply for one increase during any 12 month period.

The amount you can increase your *sum insured* by under the Future Increase Benefit depends on the event and is set out below. The maximum cover that can be obtained under this Benefit in total is the lesser of:

- ▶ your *sum insured* at your cover commencement date; and
- ▶ \$1 million

subject to your total cover not exceeding:

- ▶ \$3 million for Life Cover
- ▶ \$2 million for TPD Cover; and
- ▶ \$1 million for Critical Illness Cover.

If you have more than one policy with us, the maximum amount applies to the combination of all your covers insured under Encompass Protection. Your TPD Cover *sum insured* and/or Critical Illness Cover *sum insured* (that are attached or linked to Life Cover) must always be less than or equal to your Life Cover *sum insured*.

## Personal events

## Maximum Sum Insured increase

- ▶ You or your *spouse* adopt or give birth to a child
- ▶ You get married, divorced, enter into or end a de facto relationship
- ▶ You complete an undergraduate degree at a Government-recognised university
- ▶ You receive an increase in your *earnings* of at least 10% in the previous 12 months; or
- ▶ You have a child who starts secondary school.

The lesser of:

- ▶ 25% of your *sum insured* at the cover commencement date; and
- ▶ \$200,000

You take out, or increase, a *mortgage* to purchase or improve your home.

The lesser of:

- ▶ 50% of your *sum insured* at the cover commencement date
- ▶ the value of your new *mortgage*
- ▶ the value of the latest increase to your existing *mortgage*; and
- ▶ \$200,000.

## Business events

## Maximum Sum Insured increase

If the original purpose of your cover is for one of the following reasons:

- ▶ a written ownership (buy/sell), share purchase or business continuation agreement under which you're a partner, shareholder or unit holder in the business
- ▶ asset protection (loan guarantee) insurance; or
- ▶ revenue protection (*key person*) insurance if you're considered as such in the business.

The increase will be in proportion to the increase in value of your financial interest in the business or of the *key person* to your business (as agreed with us) since the last policy anniversary.

The lesser of:

- ▶ 25% of your *sum insured* at the cover commencement date
- ▶ for a written ownership (buy/sell), share purchase or business continuation agreement under which you're a partner, shareholder or unit holder in the business, the increase, averaged over the preceding three years, in the net value of your financial interest in the business
- ▶ for asset protection (loan guarantee) insurance, the increase in that part of the business loan you're responsible for, which is averaged over the preceding three years
- ▶ for revenue protection (*key person*) insurance, five times the increase in your value to the business, averaged over the preceding three years; and
- ▶ \$200,000.

You'll need to provide financial evidence satisfactory to us that supports the increase requested, proof of the personal or business event and request the increase in writing.

### Limitations on the availability of the Future Increase Benefit

Unless we otherwise agree, you can only apply for the increase as a result of a personal or a business event if:

- ▶ you were accepted for this insurance without any additional *loadings* due to your health as stated on your policy schedule
- ▶ this cover isn't the result of applying the Life Cover Buy Back Option under TPD Cover or Critical Illness Cover
- ▶ this cover isn't the result of applying the Critical Illness Cover Reinstatement Option under Critical Illness Cover
- ▶ your premiums are not being waived under the Disability Premium Waiver Option; and
- ▶ you have not made, or aren't entitled to make, a claim under any Life Cover, TPD Cover or Critical Illness Cover issued by us.

During the first six months after increases to the following cover types, and due to the following specified events, any increased amount will only be paid where the cause of the claim is an *accident*:

Cover type	Specified events	Limitations for the first six months following an increase
Life Cover	<ul style="list-style-type: none"> <li>▶ Marriage/de facto relationship or divorce</li> <li>▶ Take out or increasing a <i>mortgage</i></li> </ul>	Increase only covers death caused by an <i>accident</i> .
TPD Cover	Any personal or business event	<p>The increase only covers <i>total and permanent disability</i> caused by an <i>accident</i>.</p> <p>In addition, the increased insurance doesn't cover you for any TPD Cover claim caused by sickness or injury that first happened within six months before the increase date.</p>
Critical Illness Cover	<ul style="list-style-type: none"> <li>▶ Marriage/de facto relationship or divorce</li> <li>▶ Take out or increasing a <i>mortgage</i></li> </ul>	Increase only covers <i>critical illness events</i> or <i>partial critical illness events</i> caused by an <i>accident</i> .

### Financial Advice Benefit

NON SUPER

We'll reimburse you part of the costs charged by a qualified financial adviser for a financial plan if we pay a Life Cover, TPD Cover or Critical Illness Cover benefit of \$100,000 or more. The amount payable under this benefit will be the lesser of the actual fee charged by the financial adviser and \$5,000.

If there's more than one *nominated beneficiary* of the benefit payable, we'll divide the Financial Advice Benefit equally between those who each receive a benefit of at least \$100,000.

The reimbursement:

- ▶ must be claimed within 12 months of the date on which we pay the Life Cover, TPD Cover or Critical Illness Cover benefit; and
- ▶ will apply only once, regardless of how many cover types you have with us.

## Optional benefits

The below optional benefits are available at an extra cost. If selected, they will be shown on your policy schedule.

### Disability Premium Waiver Option

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SUPER

NON SUPER

You can apply for the Disability Premium Waiver Option with Life Cover, TPD Cover or Critical Illness Cover.

We'll waive your premiums for the cover where this option has been selected if, as a result of sickness or injury, for three consecutive months you're:

- ▶ totally unable to work in any occupation for which you're suited by training, education or experience
- ▶ not earning any income; and
- ▶ following the advice of a *doctor*.

We'll waive your premiums until the earlier of:

- ▶ your return to work
- ▶ you commence earning an income; or
- ▶ the policy anniversary immediately after you turn 65.

We will not waive your premium under this option when your sickness or injury is caused or contributed to by:

- ▶ intentional self-inflicted injury or attempted suicide
- ▶ normal and uncomplicated pregnancy or childbirth
- ▶ sickness or injury that first appeared, happened or was diagnosed before your insurance started, or was last reinstated (unless disclosed to, and accepted by us, as part of the application or reinstatement process); or
- ▶ war or warlike operations.

The Indexation Benefit won't apply to the cover for which your premiums are being waived.

You can't increase your cover under the Future Increase Benefit when your premiums are being waived.

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## Life Cover Buy Back Option

SUPER

NON SUPER

When you have TPD Cover and/or attached or linked Critical Illness Cover and you receive a benefit under either of those covers, your Life Cover *sum insured* decreases by the amount of the benefit you received.

The Life Cover Buy Back Option allows you to reinstate your Life Cover *sum insured* by the same amount as the benefit paid under the TPD Cover or Critical Illness Cover, without you having to provide additional evidence of health, occupation or pursuits.

### Critical Illness Cover

You can apply to reinstate your Life Cover to the amount you had before your claim from the later of:

- ▶ 12 months after we receive your claim form (the date the form is received by our claims department); and
- ▶ 12 months after you first meet the *critical illness event* (or *partial critical illness event*) definition (the date your condition is confirmed in writing received by our claims department).

### TPD Cover

You can apply to reinstate your Life Cover to the amount you had before your claim 12 months after the date the full TPD Cover is paid.

### Critical Illness Cover and TPD Cover

You have up to 30 days after the later of the above dates to ask for your Life Cover to be reinstated.

If your premium type is stepped, the premium for your reinstated Life Cover will be based on your age at the time of the reinstatement.

If your premium type is level, the premium for your reinstated Life Cover will be based on your age at your cover commencement date.

Any premium *loadings*, *exclusions* or varied terms that applied to your original Life Cover, will also apply to the reinstated Life Cover.

### Important things to note

- ▶ If a Financial Planning Benefit has previously been paid, it won't be available under the reinstated Life Cover.
- ▶ The policy owner and insured person will remain unchanged under the reinstated Life Cover.
- ▶ You can't exercise this Life Cover Buy Back Option if the Terminal Illness Benefit has been paid previously.
- ▶ You must ask us to reinstate your Life Cover before the policy anniversary after you turn 65.
- ▶ The Indexation Benefit will apply to the reinstated Life Cover if it applied to the original cover at the time of your claim.
- ▶ The Future Increase Benefit is not available under your reinstated Life Cover.





# INCOME PROTECTION COVER

## Cover overview

**SUPER**

**NON SUPER**

Income Protection Cover provides an ongoing *monthly benefit* when you're *disabled* as a result of sickness or injury.

### Minimum entry age

- ▶ 18

### Maximum entry age

- ▶ 60

### Expiry ages

- ▶ The policy anniversary after you turn 65.

### Minimum *sum insured* that can be applied for

- ▶ \$1,500 per month

### Maximum *sum insured* that can be applied for

The maximum *sum insured* is the lower of:

- ▶ \$20,000 and;
- ▶ A percentage of your *earnings* as follows:
  - 70% of the first \$20,000 per month of your *earnings*; plus
  - 50% of any *earnings* greater than \$20,000 per month.

In addition, you can apply for:

- ▶ 20% of the Income Protection *sum insured* for the first six months of claim under the Income Booster Option, and
- ▶ cover to protect your super contributions, with a maximum 10% of your *earnings* insurable under the Superannuation Contribution Option.

The combined Income Protection Cover *sum insured* including any Income Booster and Superannuation Contribution options cannot exceed \$30,000.

### Premium type

- ▶ Stepped premium
- ▶ Level premium to age 65

### Waiting periods

- ▶ 30 days
- ▶ 60 days
- ▶ 90 days

### Benefit periods

- ▶ Two years
- ▶ Five years
- ▶ To age 65

### Exclusions

See page 45

### Included benefits

The following benefits are included under Income Protection Cover.

Policy ownership	Benefit	Page
<b>SUPER</b> <b>NON SUPER</b>	Total Disability Benefit	37
<b>SUPER</b> <b>NON SUPER</b>	Partial Disability Benefit	38
<b>SUPER</b> <b>NON SUPER</b>	Death Benefit	41
<b>SUPER</b> <b>NON SUPER</b>	Waiver of Premium While on Claim Benefit	39
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<b>SUPER</b> <b>NON SUPER</b>	Recurrent Disability	40
<b>SUPER</b> <b>NON SUPER</b>	Future Increase Benefit	39
<b>NON SUPER</b>	Rehabilitation Expense Benefit	41

### Optional benefits available at an extra cost

The following benefits are available at an extra cost. Your policy schedule will show which options you've purchased.

Policy ownership	Option	Page
<b>SUPER</b> <b>NON SUPER</b>	Increasing Claim Option	41
<b>SUPER</b> <b>NON SUPER</b>	Superannuation Contribution Option	42
<b>SUPER</b> <b>NON SUPER</b>	Income Booster Option	43

## Important features of Income Protection Cover

The following sections detail some important information about the different choices you can make when purchasing Income Protection Cover. Before choosing which option is right for you, you should consider your personal needs and speak to your financial adviser about your individual requirements.

### Monthly benefit

When applying for Income Protection Cover, you can choose your *sum insured* (up to the maximum *sum insured* which takes into account your *earnings*).

However, when you make a claim, the *monthly benefit* you will receive is based on your annual earnings at the time of *disability* (or *pre-disability earnings*).

For example, if you're entitled to a *monthly benefit* for *total disability*, you will receive the lesser of:

- ▶ the *sum insured* stated on your policy schedule; and
- ▶ your *income replacement amount*

less any reductions that apply under Benefit Adjustments (as explained on page 44).

The *income replacement amount* is a monthly amount reflecting a percentage of your *pre-disability earnings*. It will be:

- ▶ 70% of your first \$240,000 of annual *pre-disability earnings*, and
- ▶ 50% of any *pre-disability earnings* above \$240,000

divided by 12 to make a monthly amount.

If your *pre-disability earnings* are under \$240,000 annually, the *income replacement amount* will be 70% of those earnings, divided by 12.

However if your *pre-disability earnings* were, for example, \$300,000 annually, your *income replacement amount* would be:

- ▶ 70% of \$240,000 (\$168,000) plus
- ▶ 50% of \$60,000 (\$30,000),

divided by 12. This produces a figure of \$16,500. The *monthly benefit* you would be entitled to for *total disability* would be the lesser of this amount and the *sum insured* stated on your schedule.

If you're entitled to a *monthly benefit* for *partial disability*, the benefit you will receive will also take into account your *earnings* or *potential earnings after disability* (see further details on page 38).

### Waiting period

Most benefits under Income Protection Cover are subject to a *waiting period*.

Your *waiting period* is the minimum period of time you must be *totally disabled* or *partially disabled* as a result of the same sickness or injury before you're eligible to claim a *disability* benefit.

The longer the *waiting period* you choose, generally the lower your premium will be.

We offer the following *waiting periods*:

- ▶ 30 days
- ▶ 60 days; and
- ▶ 90 days.

Your chosen *waiting period* will be shown on your policy schedule.

### Waiting period commencement

Your *waiting period* will start on the earlier of:

- ▶ the date when both of the following first occur:
  - you consult a *doctor* about the sickness or injury that's causing your *disability*; and
  - you're certified by that *doctor* as *totally disabled* or *partially disabled* due to that sickness or injury; or
- ▶ when you first stop working due to a sickness or injury (as long as you consult a *doctor* within seven days and provide reasonable medical evidence about when the condition began).

### Disability requirements during the waiting period

In all cases, to be eligible for a *monthly benefit* at the end of the *waiting period*, you must have been *totally disabled* for 14 days out of the first 19 consecutive days of the *waiting period* and *totally* or *partially disabled* for the remainder of the *waiting period*.

You can return to work during the *waiting period*, without the *waiting period* recommencing, as long as you are *totally disabled* for 14 days out of the first 19 consecutive days of the *waiting period* and *totally* or *partially disabled* for the remainder of the *waiting period*.

### Choice of benefit period

A benefit period is the maximum amount of time we'll pay you a *monthly benefit* in relation to any one or related sickness or injury.

We offer the following *benefit periods*:

- ▶ two years
- ▶ five years; and
- ▶ until you reach age 65.

If you make multiple claims for any one or related sickness or injury, any periods of time on claim after the original period on claim, whether they are continuations of your original claim or new claims (as set out under 'Recurrent Disability' on page 40), will be considered part of the original *benefit period* and, for *benefit periods* of five years or less, be added together to determine when the *benefit period* expires.

### Disability definitions

The definitions of *total disability* and *partial disability* that must be met in order to be eligible to receive a *monthly benefit* are set out below.

#### Total disability

If your *benefit period* is two years or five years (as shown on your policy schedule), for the *waiting period* and the *benefit period*, *totally disabled* and *total disability* means, solely due to sickness or injury the insured person is:

- ▶ not capable of performing each and every *material duty* of their occupation
- ▶ not working in any occupation for *earnings*, payment or profit; and
- ▶ regularly attending and following the advice and recommendations for treatment (as appropriate to their condition) by an appropriately qualified *doctor*.

If your *benefit period* is to age 65 (as shown on your policy schedule), for the *waiting period* and the first 24 months of your *benefit period*, *totally disabled* and *total disability* means, solely due to sickness or injury the insured person is:

- ▶ not capable of performing each and every *material duty* of their occupation
- ▶ not working in any occupation for *earnings*, payment or profit; and
- ▶ regularly attending and following the advice and recommendations for treatment (as appropriate to their condition) by an appropriately qualified *doctor*.

After the first 24 months of the *benefit period*, *totally disabled* and *total disability* means, solely due to sickness or injury the insured person is:

- ▶ not capable of performing each and every *material duty* of any occupation for which they are reasonably suited by way of education, training or experience
- ▶ not working in any occupation for *earnings*, payment or profit; and
- ▶ regularly attending and following the advice and recommendations for treatment (as appropriate to their condition) by an appropriately qualified *doctor*.

In any case, where the cover is owned by the trustee(s) of a super fund, the insured person must also satisfy the definition of *temporary incapacity* to be entitled to a *monthly benefit* under this cover.

#### Partial disability

If your *benefit period* is two years or five years (as shown on your policy schedule), for the *waiting period* and the *benefit period*, *partially disabled* and *partial disability* means solely due to sickness or injury the insured person is:

- ▶ Either:
  - working in some capacity, and not capable of working at full capacity in their occupation; or
  - not working and capable of working in some capacity, but not full capacity, in their occupation; (where full capacity is a maximum of 40 hours per week regardless of the insured person's usual hours) and
- ▶ regularly attending and following the advice and recommendations for treatment (as appropriate to their condition) by an appropriately qualified *doctor*; and
- ▶ their *earnings* or *potential earnings after disability* is less than 80% of their *pre-disability earnings*.

If your *benefit period* is to age 65 (as shown on your policy schedule), for the *waiting period* and the first 24 months of the *benefit period*, *partially disabled* and *partial disability* means solely due to sickness or injury the insured person is:

- ▶ Either:
  - working in some capacity, and not capable of working at full capacity in their occupation; or
  - not working and capable of working in some capacity, but not full capacity, in their occupation; (where full capacity is a maximum of 40 hours per week regardless of the insured person's usual hours) and
- ▶ regularly attending and following the advice and recommendations for treatment (as appropriate to their condition) by an appropriately qualified *doctor*; and
- ▶ their *earnings* or *potential earnings after disability* is less than 80% of their *pre-disability earnings*.

After the first 24 months of the *benefit period*, *partially disabled* and *partial disability* means solely due to sickness or injury the insured person is:

- ▶ Either:
  - working in some capacity, and not capable of working at full capacity in any occupation for which they are reasonably suited by education, training or experience; or

– not working and capable of working in some capacity, but not full capacity, in any occupation for which they are reasonably suited by way of education, training or experience;

(where full capacity is a maximum of 40 hours per week regardless of the insured person’s usual hours) and

- ▶ regularly attending and following the advice and recommendations for treatment (as appropriate to their condition) by an appropriately qualified *doctor*, and
- ▶ their *earnings or potential earnings after disability* is less than 80% of their *pre-disability earnings*.

In any case, where the cover is owned by the trustee(s) of a super fund, the insured person must also have satisfied the definition of *temporary incapacity* to be *partially disabled* under this cover.

#### **Material duties**

*Material duties* means those duties of an occupation that:

- ▶ are essential to, and
- ▶ cannot be reasonably modified in or excluded from, the normal performance of that occupation (in the national economy instead of how it is performed for a particular employer).

*Material duties* do not include:

- ▶ the commute to and from the insured person’s place(s) of work, and
- ▶ working in excess of 40 hours per week (regardless of the occupation or the insured person’s usual practice).

#### **If you become unemployed**

If your Income Protection Cover is held inside super, and you are unemployed and become *disabled*, you may not be entitled to receive payment of a benefit for Income Protection Cover in Super. However, if this happens, the Supplementary Income Protection Insurance will apply so that you may be entitled to receive payment of a benefit through this insurance.

## **Supplementary Income Protection Insurance**

### **How Supplementary Income Protection Insurance works**

Supplementary Income Protection Insurance is a separate contract and is not part of Income Protection Cover in super issued to the trustee. The contract is provided automatically and directly to you, the insured person, and you are the owner of this insurance. The super trustee is not involved in the offer or issue of this separate cover and has no responsibility for assisting you with any claim or complaint you might have in relation to it.

No additional premiums are payable for Supplementary Income Protection Insurance.

Supplementary Income Protection Insurance provides identical benefits to the Income Protection Cover in super, including any optional benefits. If no benefit is payable under the Income Protection Cover in super because you have not satisfied the requirement for *temporary incapacity* solely because you are not *gainfully employed* at the time of the *disability*, we will assess if we can pay you a benefit under Supplementary Income Protection Insurance.

### **The terms and features are similar**

The terms of the Income Protection Cover in super will apply to your Supplementary Income Protection Insurance, except the terms specific to cover in super will not apply. As an example, the requirement to meet *temporary incapacity* to be entitled to a *monthly benefit* doesn’t apply.

Under Supplementary Income Protection Insurance, the *sum insured*, *waiting period* and *benefit period* will be the same as your Income Protection Cover in super.

If any of the terms of your Income Protection Cover in super change, the terms of your Supplementary Income Protection Insurance will automatically change in the same way. For instance, if the *sum insured* is reduced or increased under your Income Protection Cover, the *sum insured* on Supplementary Income Protection Insurance will also change to the new amount.

We will pay benefits under Supplementary Income Protection Insurance to you. If the Superannuation Contribution Option applies, we will pay the benefits of this option to your nominated super fund.

Tax on a *monthly benefit* depends on whether it is paid to the trustee or directly to the insured person. Refer to ‘Taxation information’ on page 49.

If we are paying a benefit under Supplementary Income Protection Insurance, we will waive the premium for your Income Protection Cover in super for the period of payment.

### **When Supplementary Income Protection Insurance ends**

Supplementary Income Protection Insurance is only available while your Income Protection Cover in super remains in force. Supplementary Income Protection Insurance ends when the Income Protection Cover in super for the insured person ends.

## Included benefits

### Total Disability Benefit

SUPER

NON SUPER

#### When we'll pay

We will pay you a *monthly benefit* if:

- ▶ you're *totally disabled* for 14 out of the first 19 consecutive days of the *waiting period*
- ▶ you're at least *partially disabled* for the rest of the *waiting period*; and
- ▶ you are *totally disabled* at the end of the *waiting period*.

For insurance inside super, you must also meet the definition of *temporary incapacity*.

The *monthly benefit* starts to accrue the day after the *waiting period* ends. The first payment will be due one month later.

#### How much we'll pay

The *monthly benefit* payable will be the lesser of:

- ▶ the *sum insured* stated on your policy schedule, and
- ▶ the *income replacement* amount,

subject to any reductions that apply under Benefit Adjustments on page 44.

#### How long we'll pay

We'll keep paying the *monthly benefit* each month while you're *totally disabled*, for up to the *benefit period* shown in your policy schedule.

*Monthly benefits* that start within 12 months before the date your Income Protection Cover ends will be payable while you continue to be *totally disabled* for a maximum period of 12 months.

If the *waiting period* for a claim first starts while this cover is in force but it is longer than the period of time remaining before the Income Protection Cover is due to end, then, provided also:

- ▶ you're *totally disabled* for 14 out of the first 19 consecutive days of the *waiting period*
- ▶ you're at least *partially disabled* for the rest of the *waiting period*; and
- ▶ you are *totally disabled* at the end of the *waiting period*,

*monthly benefits* will be payable at the end of the *waiting period* while you continue to be *totally disabled* for a maximum period of 12 months.

Your *monthly benefit* will stop on the earliest of the events set out under 'How long we'll pay a disability benefit' on page 45.

Benefits are not concurrently payable for both *total disability* and *partial disability* for the same period of *disability*.

## Partial Disability Benefit

SUPER

NON SUPER

### When we'll pay

We will pay you a *monthly benefit* if:

- ▶ you're *totally disabled* for 14 out of the first 19 consecutive days of the *waiting period*
- ▶ you're at least *partially disabled* for the rest of the *waiting period*; and
- ▶ you're *partially disabled* at the end of the *waiting period*.

For insurance inside super, you must also meet the definition of *temporary incapacity*.

The *monthly benefit* starts to accrue the day after the *waiting period* ends. The first payment will be due one month later.

### How much we'll pay

The *monthly benefit* payable will be the lesser of:

$$\frac{\text{(pre-disability earnings - earnings or potential earnings after disability)}}{\text{pre-disability earnings}} \times \text{sum insured}$$

and

$$\frac{\text{(pre-disability earnings - earnings or potential earnings after disability)}}{\text{pre-disability earnings}} \times \frac{\text{income replacement amount}}$$

less any reductions that apply under Benefit Adjustments on page 44.

### How long we'll pay

We'll keep paying the *monthly benefit* each month while you are *partially disabled*, for up to the *benefit period* shown in your policy schedule.

*Monthly benefits* that start within 12 months prior to the date your Income Protection Cover ends will be payable while you continue to be *partially disabled* for a maximum period of 12 months.

If your *waiting period* for a claim first starts while your insurance is in force but it is longer than the period of time remaining before the Income Protection Cover is due to end, then provided also:

- ▶ you're *totally disabled* for 14 out of the first 19 consecutive days of the *waiting period*
- ▶ you're at least *partially disabled* for the remainder of the *waiting period*; and
- ▶ you are *partially disabled* at the end of the *waiting period*,

*monthly benefits* will be payable at the end of the *waiting period* while you continue to be *partially disabled* for a maximum period of 12 months.

Your *monthly benefit* will stop when your *earnings or potential earnings after disability* reaches 80% of your *pre-disability earnings*.

Your *monthly benefit* will also stop on the earliest of the events set out under 'How long we'll pay a disability benefit' on page 45.

### Important things to note

If you're receiving a *monthly benefit* for *total disability*, you won't be eligible for a *monthly benefit* for *partial disability*.

After each 12 month period during which *monthly benefits* were paid for *partial disability* we may conduct a financial reconciliation, using the information in the tax returns and financial statements of the insured person and any business that the insured person directly or indirectly owns in part or in whole.

The financial reconciliation will calculate the insured person's average monthly *earnings or potential earnings after disability* for the 12 month period to determine if *earnings or potential earnings after disability* reaches 80% of *pre-disability earnings* for the 12 month period and whether any underpayment or overpayment has occurred.

Where we identify an underpayment, we will pay you the amount of the underpayment.

Where we identify an overpayment due to variations or deficiencies in the financial information provided by you or the insured person, we may recover the amount of the overpayment by offsetting the overpayment against any amounts that may subsequently become payable in respect of the insured person.

### Waiver of Premium While on Claim Benefit

SUPER

NON SUPER

Your Income Protection Cover premiums will be waived while you're entitled to *monthly benefits*.

Any premiums paid while you're entitled to a *monthly benefit*, including premiums paid during the *waiting period*, will be refunded. Premiums for other cover types will still be payable.

### Future Increase Benefit

SUPER

NON SUPER

If your income increases, this benefit allows you to increase your Income Protection *sum insured* by up to 15%, without having to provide further medical evidence to us.

You may increase your Income Protection *sum insured* on each policy anniversary, up until the policy anniversary immediately after you turn 55.

The increase allowed is the lesser of:

- ▶ 15% of your Income Protection *sum insured*; and
- ▶ the actual increase in your monthly *earnings*, provided that any increase doesn't exceed your *income replacement amount*. This increase is in addition to any increase in cover as a result of the Indexation Benefit.

#### Important things to note

- ▶ You must request the increase within 30 days of your policy anniversary date.
- ▶ Any increase is subject to you providing financial evidence to support the increase amount and confirmation that you're actively at work at the time of the increase.
- ▶ The total of all increases to your *sum insured* cannot exceed the original *sum insured* at your cover commencement date.
- ▶ The maximum *sum insured* after the increase is limited to the lower of \$20,000 per month, and
  - 70% of the first \$240,000 of annual *earnings*; and
  - 50% of anything above \$240,000 of annual *earnings*.
- ▶ The minimum increase is \$250 per month.
- ▶ This benefit can't be exercised if:
  - a claim is being paid under your policy, a claim is being assessed, or you're eligible to make a claim under your policy or another policy on your life; or
  - your cover is issued with a medical *loading* or *exclusion* as stated on your policy schedule.



## Indexation Benefit

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SUPER

NON SUPER

If the Indexation Benefit applies to your cover, then each year, on your policy anniversary, we'll automatically increase your *sum insured* to take inflation into account.

Your *sum insured* will increase by the *consumer price index (CPI)* or 3%, whichever is lower.

Your premium will increase to reflect the higher *sum insured*. We'll let you know about the increase at least one month before your policy anniversary.

If you don't want the Indexation Benefit (in part or in full) for a particular year, please contact us prior to the relevant policy anniversary. At any time we may require further information from you before agreeing to restart indexation.

The Indexation Benefit won't apply if, at the policy anniversary date we're paying you a *monthly benefit*.

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## Recurrent Disability

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SUPER

NON SUPER

If you suffer a recurrence of your *disability* we'll treat it as a continuation of the previous *disability* (for the purposes of the *waiting period* and determining the *benefit period*) if:

- ▶ the recurrence occurs within six months of the previous *disability* stopping, and
- ▶ either:
  - the recurrence starts before the policy anniversary following your 65th birthday, or
  - the recurrence starts after the policy anniversary following your 65th birthday but the *monthly benefits* for the previous *disability* had started less than 12 months before that policy anniversary.

If the recurrence is a continuation of the previous *disability*, then:

- ▶ no *waiting period* will apply to the claim, and
- ▶ the *benefit period* for both the previous *disability* and the recurrence combined won't exceed the *benefit period* shown in your policy schedule.

However, where your previous *disability* started less than 12 months before the date the Income Protection Cover is due to end, *monthly benefits* will be payable for the recurrence while you continue to be *disabled* for a maximum period of 12 months only, despite any other provision.

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## Death Benefit

SUPER

NON SUPER

If you die while your Income Protection Cover is in force, the surviving policy owner(s) or, if there are none, your estate will receive a payment of \$10,000 as a lump sum.

The Death Benefit is payable in addition to any other benefits that have been paid or are payable. However, if we have paid any *monthly benefits* after the date of your death, we will reduce the Death Benefit by these payments.

We will not pay this Death Benefit if you commit suicide within 13 months after the Income Protection Cover started, or was last reinstated.

## Rehabilitation Expense Benefit

NON SUPER

If you're *disabled*, we'll pay a third party provider for the provision of occupational rehabilitation services, such as the cost of a rehabilitation and/or retraining course or special equipment that will directly assist you to return to work. The rehabilitation service must be approved by us in advance of the provision of the service.

This amount could be up to 12 times your Income Protection Cover *sum insured* and is paid in addition to your *monthly benefit* and any other benefits.

## Optional benefits

The below optional benefits are available at an extra cost. If selected, they will be shown on your policy schedule.

### Increasing Claim Option

SUPER

NON SUPER

Your *monthly benefit* (and any *monthly super benefit*) and the amount of your *pre-disability earnings* we use to calculate the *monthly benefit* will be increased annually after your *monthly benefit* has been paid continuously for a full year.

The increase will be equal to the lesser of:

- ▶ the *consumer price index (CPI)*; and
- ▶ 3%.

## Superannuation Contribution Option

SUPER

NON SUPER

If you select this option, while a *monthly benefit* is payable and you're eligible to have contributions to super made on your behalf, we will pay a *monthly super benefit* into your nominated super fund.

The *monthly super benefit* is payable in addition to the *monthly benefit* for either *total disability* or *partial disability*. However, the combined *monthly benefit*, including any Income Booster Option (if applicable) and *monthly super benefit* cannot exceed \$30,000. Where the combination of the *monthly benefit* and *super monthly benefit* would result in a combined payment in excess of \$30,000, the *super monthly benefit* will be reduced so that the combined payment doesn't exceed \$30,000.

The *monthly super benefit* will end when a *monthly benefit* is no longer payable.

### What we'll pay

The amount of the *monthly super benefit* is the lesser of:

- ▶ the Superannuation Contribution Option *sum insured*; and
- ▶ the average amount of the super guarantee payments made to your fund over the 12 months prior to *disability* (or, one of the other periods in the following table, if applicable).

If one of the following applies to you, the period of time over which your super guarantee payments will be averaged in order to work out the amount of the *monthly super benefit* will be the period shown:

If:	Period that applies:
There was more than a 10% decrease in the super guarantee payments that were made in the 12 months prior to <i>disability</i> compared with the 12 month period before that	The 24 months prior to <i>disability</i>
In the 12 months prior to <i>disability</i> , you worked more than 3 consecutive months but less than the full 12 months	The months you actually worked in the 12 months prior to <i>disability</i>
You have been on unpaid employer approved parental leave, <i>sabbatical leave</i> or study leave that commenced at any time in the 12 months immediately prior to <i>disability</i>	The 12 months prior to starting leave

We will reduce the *monthly super benefit* payable to you by the amount of any super payments (excluding voluntary super contributions) made to your fund for the same period that *disability* benefits are payable.

**Important things to note**

The *monthly super benefit* cannot be paid to you directly and will be paid as a concessional contribution in your name to your nominated super fund. These contributions will be subject to tax when received by your super fund.

The super fund must be a *complying super fund* or retirement savings account and contributions must be permitted by super and tax legislation. Contributions made under this option will be counted towards your super contribution cap.

If you need to make a claim on your insurance, you will need to provide details of your super fund or retirement savings account for the benefit to be paid.

Your *monthly super benefit* will not be included as income for the purposes of determining the *monthly benefit*.

You cannot convert the *monthly super benefit* to any other type of benefit.

The Superannuation Contribution Option cannot be cancelled or removed while you are receiving benefits under the policy.

**Income Booster Option**

SUPER

NON SUPER

If you select the Income Booster Option and you are *disabled*, we will pay the Income Booster Option.

The Income Booster Option will be paid while you are receiving a *monthly benefit* for up to a maximum period of six months (in the first six months of claim).

**What we'll pay**

You will receive an additional 20% of the *monthly benefit* payable (excluding any *monthly super benefit* amounts payable).

For example, the Income Booster Option on a *monthly benefit* of \$5000 will be:

Income Booster Option = \$5,000 x 20% = \$1,000.

Therefore, should the *monthly benefit* remain constant at \$5,000, you will receive:

Total Benefit payable = \$5,000 + \$1,000 = \$6,000

for the first six months of claim.

Any amounts received under the Income Booster Option will not be included as income for the purposes of determining your *monthly benefit*.

## Benefit Adjustments

We'll reduce the *monthly benefit* payable to you if you receive, or are entitled to receive, any payments (whether lump sum, periodic or otherwise) from the sources listed below.

### Payments and entitlements from other sources that will reduce your benefit

Your *monthly benefit* will be reduced if you receive any of the following:

- ▶ any sick leave payments paid to you for the same period that *monthly benefits* are payable; and
- ▶ any annual leave payments paid to you during the period *monthly benefits* are payable.

Your *monthly benefit* will be reduced if you receive or are entitled to receive, any of the following:

- ▶ any amounts payable under workers' compensation or motor accident compensation legislation relating to loss of income or earning capacity due to disability
- ▶ any amounts payable through the Department of Veteran Affairs relating to loss of income or earning capacity due to disability
- ▶ any benefits payable under any other income protection or similar insurance policy relating to loss of income or earning capacity due to disability except benefits payable under an insurance policy that was disclosed to us when you applied for or increased this insurance
- ▶ any benefits payable under any mortgage, loan or credit insurance policy due to disability
- ▶ any payments or entitlement to receive a payment for past or future economic loss in respect of an injury, sickness or disability that arise under statute or common law (whether or not statute modifies those benefits)
- ▶ any other payments relating to loss of income or loss of earning capacity due to disability; and
- ▶ any other Government payments relating to the sickness or injury where applicable.

### How we adjust your benefit when the payment or entitlement is a lump sum

If any of the above amounts are payable as a lump sum, we'll treat the lump sum as though it was paid or payable in equal monthly instalments for eight years for the purpose of calculating the amount of the reduction to the *monthly benefit*.

### How your benefit will be reduced

The reduction in the *monthly benefit* will only be made to the extent required to ensure that the *monthly benefit*, when added together with any payments from another source, doesn't reach:

- ▶ 70% of your *pre-disability earnings* for *total disability*; or
- ▶ 80% of your *pre-disability earnings* for *partial disability*.

### If your entitlement to a payment from another source is in dispute

If your entitlement to payments from another source is in dispute, we will pay your *monthly benefit* which would otherwise be payable on a conditional basis until the dispute is resolved. If you are subsequently entitled to the other payments:

- ▶ you'll repay to us the part of any *monthly benefit* (including the proportionate amount of any amount payable under the Income Booster Option if applicable) which would not have been paid if it were not for the conditional payment (excluding Superannuation Contribution Option); or
- ▶ we may at any time recover this amount by offsetting it against any amounts that may subsequently become due.

### We offset overpayments

Where we identify any over-payments, we'll offset these amounts against any future payments under your Income Protection Cover.

### When we won't reduce your benefit

The *monthly benefit* won't be reduced by:

- ▶ social security payments
- ▶ any TPD Cover benefit
- ▶ compensation paid for pain or suffering, or
- ▶ super payments.

## How long we'll pay a disability benefit

We'll pay you a *monthly benefit* until the earliest of:

- ▶ the end of the *disability*
- ▶ the end of the *benefit period*
- ▶ the insured person unreasonably refuses to undergo or comply with recommended medical treatment or rehabilitation to reduce their *disability*
- ▶ the insured person has been outside Australia for three continuous months except where we're satisfied, based on medical evidence, that solely due to sickness or injury they're unable to return to Australia, or unless we agree otherwise; and
- ▶ the occurrence of an event set out under the section, 'When Income Protection Cover ends' on page 45.

## Exclusions

You won't receive a benefit for any disability, condition or loss arising from, or contributed to, by:

- ▶ intentional self-inflicted injury, attempted suicide, or death as a result of suicide
- ▶ normal and uncomplicated pregnancy or childbirth
- ▶ sickness or injury that first appeared, happened or was diagnosed before your insurance started, or was last reinstated (unless disclosed to and accepted by us as part of the application or reinstatement process); or
- ▶ war or warlike operations (but this doesn't apply to any benefit payable on your death).

### Criminal Act and incarceration exclusion

Benefits will not be payable where the claim arises directly or indirectly from committing, or attempting to commit, a *criminal act* for which you:

- ▶ have a conviction recorded; and
- ▶ are serving, or have served, a term of imprisonment as a result of a conviction.

If you have been charged with a *criminal act* which may incur a term of imprisonment, we may delay making a decision on whether to accept or decline the claim, or cease paying benefits, until the conclusion of criminal proceedings, including sentencing, and we have sufficient information to determine if this *exclusion* clause applies.

In addition, no benefits are payable while the insured person is incarcerated.

We will also not pay any benefit under Income Protection Cover for any *exclusions* specifically stated in your policy schedule.

## When Income Protection Cover ends

Your Income Protection Cover will end when:

- ▶ we've notified you in writing following your request to cancel your cover
- ▶ you retire or stop doing paid work and don't intend to do paid work anymore for reasons other than disability
- ▶ we cancel your insurance because your premiums aren't paid
- ▶ the date it is cancelled because of a fraudulent claim
- ▶ you die; or
- ▶ the policy anniversary after you immediately turn 65.



# PREMIUMS AND OTHER COSTS

## How much is your premium?

Your premium is the amount of money we charge for the cover we provide.

Your premium will be calculated based on your individual circumstances including your:

- ▶ choice and combination of covers
- ▶ age and chosen premium structure
- ▶ gender
- ▶ occupation
- ▶ smoking status – premiums are higher for smokers than non-smokers
- ▶ medical history – the state of your health and/or your family medical history
- ▶ lifestyle and leisure activities – the greater the risk of the activities you undertake, the higher the premium
- ▶ policy duration (i.e. the length of time you hold your policy)
- ▶ eligibility for discounts
- ▶ frequency of premium payments; and
- ▶ financial arrangement agreed with your financial adviser.

Your premium is stated in your policy schedule.

## Your premium type

The way we calculate your premium depends on the premium type you select. The premium type applying to each cover type can be stepped or level and is shown on your policy schedule.

### Whatever your premium type, premiums can change

Whether you choose to have stepped or level premiums, the premiums you pay are also based on our premium rates. Premium rates aren't guaranteed and can change as explained further below.

Whether you choose stepped or level premiums, the overall policy premium will change due to a number of factors. These include:

- ▶ if you change your *sum insured* or your *sum insured* increases, as a result of the Indexation Benefit (if applicable)
- ▶ if we increase the premium rates for all policies in the same category as your policy
- ▶ if the policy is impacted by any change in government charges e.g. stamp duty; or
- ▶ if fees for administering your policy are charged or increased (as at the date of this PDS, no policy fee applies).

### Stepped premiums

With stepped premiums, we recalculate your premium on each policy anniversary based on your age and the applicable premium rate on that anniversary. Stepped premiums will usually increase each year as you get older, if you increase your *sum insured* or if your *sum insured* increases as a result of the Indexation Benefit (if applicable).

### Level premiums

With level premiums, we calculate your premium based on your age at your cover commencement date and applicable premium rate for that age.

Level premiums are not guaranteed to remain unchanged and don't usually stay unchanged for the life of the policy. Level premiums may change if we change our premium rates for all policies in the same category as described below. If your *sum insured* increases, including as a result of the Indexation Benefit, your premium for the amount of the increase will be based on the applicable rate for your age at the date of increase.

## Premium rates can change

We calculate the premium by reference to a set of premium rates for each cover type and any optional benefits selected. These rates are available on request.

We may change premium rates or the way we calculate premiums at any time for various reasons, such as:-

- ▶ higher claims costs
- ▶ broader economic factors that may affect the cost of providing the insurance; or
- ▶ regulatory or legislative requirements.

If we do change the premium rates, your premium, whether stepped or level, could increase or decrease on your policy anniversary. However, we'll:

- ▶ give you one month's written notice before premiums change; and
- ▶ not single you out for a change in premiums.



## Paying your premium

The following premium frequencies and payment methods are available.

Premium frequencies	Payment methods
▶ Monthly	▶ Credit card
▶ Yearly	▶ Direct debit

If you pay your premium monthly, we'll apply a premium frequency loading which is a percentage of the annual premium.

The frequency loading for paying monthly is 7% at the date this PDS was prepared.

## Premium refunds

If you cancel your insurance and:

- ▶ you pay your premium monthly, your cover will end on the next date we would have debited your premium if your cover hadn't been cancelled; or
- ▶ you pay your premium yearly, your insurance will end when we receive your request to cancel your insurance. Any premium paid by you for a period after that date will be refunded to you. If your cover is in super, your refund may be required to be preserved within super.

## If you stop paying your premiums

To ensure your cover continues, you must pay your premium when it's due. If you don't pay your premium within 30 days of the due date, we'll write to advise that your cover will be cancelled. If we cancel your policy, all cover will cease, and you'll be unable to make a claim for any event which occurs after the date cover stopped.

## Policy reinstatement

If your policy is cancelled for non-payment of premiums, you may apply to us within 6 months to have it reinstated.

Reinstatement is subject to our approval process and you may need to provide updated medical evidence or information about your pastimes and occupation to us. As a result of this process, we may apply new *exclusions* or *loadings* to your policy(ies). Any *exclusion* or *loading* previously placed on your policy, and the periods for which they applied, may also be reinstated.

Upon approval, all outstanding premiums up to the date your policy was cancelled will need to be paid. Your cover will commence on the reinstatement date. You'll be unable to make a claim for any event which occurs between the date your cover stopped and the reinstatement date.

## Family law charges

The *Family Law Act 1975* (Cth) helps super, life insurance and other investments to be divided between parties should there be a marriage or de facto breakdown. We may be obliged to provide information to other parties and manage your policy in line with court orders. We reserve the right to charge the policy owner a fee if we have to comply with a Family Law injunction or order that alters the rights, liabilities or property interests of you and to recover any legal costs incurred by us in responding to matters arising from an order or injunction.

## Government taxes and charges

We reserve the right to charge you an amount for any duty, tax, excise, impost, charge or deduction applied by the federal or state or territory governments as may apply to your policy and such amount will be calculated by reference to the relevant rate that applies at the time your annual premium is calculated.

There's currently no Goods and Services Tax (GST) charged on your premium.

## Taxation information

This section gives a brief summary of the way insurance is treated for tax purposes as at the preparation date of this PDS. This isn't a comprehensive and complete guide, it's general information only.

The Insurer isn't a registered tax (financial) adviser or a registered tax agent. If you intend to rely on any advice

to satisfy liabilities, obligations or claim entitlements that arise, or could arise under taxation law, you should seek advice from a registered tax agent or registered tax (financial) adviser.

As tax laws change, please keep up to date by visiting [ato.gov.au](http://ato.gov.au)

### Tax treatment of insurance outside super

The table below provides a general guide on the potential tax treatments of your personal insurance where it is held outside super. For business insurance arrangements, the tax treatment may differ and professional tax advice should be obtained.

Type of Cover	Tax treatment of premium	Tax treatment of benefit
<b>Life Cover</b>	Premium isn't tax deductible.	Benefit is tax-free.
<b>TPD Cover and Critical Illness Cover</b>	Premium isn't tax deductible.	<ul style="list-style-type: none"> <li>▶ Benefit is tax-free when you insure yourself, your <i>spouse</i> or a qualifying relative.</li> <li>▶ If you insure anyone else, a taxable capital gain may arise when the benefit is paid to you.</li> </ul>
<b>Financial Planning Benefit</b>	NA	Benefits are generally tax-free. However, seek tax advice specific to your circumstances.
<b>Income Protection</b>	If you're self-employed or an employee, the part of the premium that relates to the benefit that replaces income is likely to be tax deductible.	<ul style="list-style-type: none"> <li>▶ If you're self-employed or an employee, the part of the benefit that replaces income is likely to be assessable as income.</li> <li>▶ Where the insured person dies while receiving Income Protection benefits, the lump sum benefit paid is not likely to be assessable as income.</li> </ul>
<b>Disability Premium Waiver Option</b>	If there's more than one cover on your policy, the premium for Disability Premium Waiver for each cover may be deductible, partly deductible or non-deductible depending on the tax treatment of each type of cover.	NA

### Tax treatment of insurance inside super

If you hold your insurance inside super, the tax treatment of your insurance premiums and benefit payments will differ from what is in the table above.

For example, where required by law, a super fund Trustee will deduct any relevant tax and forward the money to the ATO, prior to paying a benefit to you (or your beneficiaries).

For more detailed information about taxation of Encompass Protection through the Protect Super Plan, please refer to the Super PDS or your tax adviser.

# IMPORTANT INFORMATION

## What we pay your financial adviser and other third parties

We have an agreement with your financial adviser to pay commission based on the premium paid.

This commission is included in the premium and isn't an additional cost to you. If you don't have a financial adviser, your premium won't be less.

The actual remuneration your financial adviser receives, including any commission, will depend on your financial arrangement with them, and will be disclosed to you by them as required by law.

The Insurer may also pay third parties including NEOS for the distribution, promotion, marketing and administration of Encompass Protection. Any such payment made by the Insurer to a third party isn't an additional cost to you. If applicable, any additional payments will be disclosed to you in the relevant Financial Services Guide which the third party must provide to you.

## No cash value

The types of cover described in this PDS are designed purely for protection on the happening of certain events and aren't a savings plan. They will never have a surrender or cash value.

## Cancelling your insurance

You can cancel your insurance at any time. If you want to cancel your insurance, please call us on **1300 476 030**.

## Complaints

If you have a complaint about our organisation, related to our products, services, staff or the handling of a complaint, we'd like an opportunity to put it right.

Please call us on **1300 476 030** or for international calls **+61 2 9134 1094** between 8.30am and 6.00pm (AEST/AEDT), Monday to Friday or email us at **customer@encompassprotect.com.au** to share your concerns. For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

If we are unable to resolve your issues to your satisfaction, we will put you in contact with our Dispute Resolution Officer. For more information, please visit **www.encompassprotect.com.au**

If you're not satisfied with the resolution provided by our Dispute Resolution Officer, or we haven't responded to you in 45 calendar days for super or traditional trustee service complaints, and 30 calendar days for other products and services, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA).

AFCA is an independent body that provides a complaint resolution service free of charge to consumers. You can contact AFCA at anytime, in writing, by email or by phone. AFCA's contact details are below:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001  
Phone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
**Web: [www.afca.org.au](http://www.afca.org.au)**

# GENERAL POLICY CONDITIONS

## Changing the policy owner

You may apply to transfer the ownership of your policy to another person, subject to relevant law, including super law, by completing a form required by us. Your financial adviser can provide the relevant forms and help you with this process. Note, if the policy owner changes your beneficiary nomination is automatically cancelled.

### Transferring your cover between non-super and super policies

Transferring cover involves replacing it with cover on another policy. For example, Life Cover outside super can be replaced with Life Cover inside super.

Certain restrictions apply to transfers involving cover inside super and your financial adviser can help you with this.

We reserve the right to refuse a transfer application if you've made a claim or are entitled to make a claim. If we do refuse your transfer application for any reason your existing Encompass Protection cover will continue unless you choose to cancel, or your insurance ends.

## Variations to your policy

You can, at any time, make a request to change your policy (using the appropriate form), including a change to a *sum insured* or to add or remove a type of cover or option. Each change is subject to our approval so we'll let you know if we've accepted or declined your request. Your premium may also change as a result of your requested change. Your financial adviser can provide the relevant forms and help you decide whether to alter your cover.

## Replacement cover

If you're replacing existing cover, you should compare your existing and replacement policies. This way you can make sure your replacement insurance is suitable for you.

Please also consider exclusion periods that may apply in your replacement insurance. This is the period of time from the start of your cover where, if you suffer a sickness or injury or die during this period, only a limited benefit or no benefit will be payable.

If the insurance you're replacing is an Encompass Protection policy, then you agree that we'll cancel that cover once your new Encompass Protection policy starts. If the insurance you're replacing is with another provider, then once your Encompass Protection policy starts, it will be your responsibility to cancel the replaced insurance. If you don't, any amount payable under your replacement insurance will be reduced by any similar amount that you, your estate or *nominated beneficiary* would be entitled to receive under the insurance that was to be replaced.

Before you take steps to cancel and replace an existing life insurance policy, you should talk to your financial adviser.

A new policy may require you to re-serve *waiting periods*, additional health *exclusions* may apply, and the new policy may not provide you with the same insurance. Importantly, don't cancel your existing policy before your replacement insurance is in force.

# CLAIMS

## Making a claim

If you need to make a claim, please call us on **1300 476 030** between 8.30am and 6.00pm (AEST/AEDT), Monday to Friday, to find out what you need to do and to get the relevant forms.

## How to claim

When you need to make a claim, please let us know as soon as practicable, preferably within 30 days of the event entitling you to make the claim, so we can start working on it.

You or your representative can contact us and we'll tell you what you need to do and send you the necessary forms.

Different types of insurance may have special claim requirements and we may ask for further proof or information to help in assessing your claim. We may ask you to provide us with:

- ▶ Proof of identity
- ▶ A completed claim form
- ▶ Treating doctor's reports
- ▶ Medical, employment or financial information reasonably required by us to assess the claim; and
- ▶ Medical authorities, general authorities and/or Medicare/Pharmaceutical Benefits Scheme authority to allow us to collect, use and disclose your personal information (including sensitive information) with third parties such as your doctors or employer.

Any information or authority that you or the insured person provides, and information that we obtain, may be used to:

- ▶ Assess and manage the claim; and
- ▶ Investigate any information or answers provided by you or the insured person when applying for insurance or changes in insurance to confirm whether there has been a failure to comply with the duty to take reasonable care not to make a misrepresentation or any misrepresentations have been made.

Depending on the type of claim, if we request, an Insured Person must fully participate in any:

- ▶ medical examination conducted by a doctor appointed by us; and
- ▶ examination, assessment or interview conducted by other professionals we appoint (including functional, employability or vocational assessments, psychological assessments, factual interviews or financial audits).

Any proof or information you're asked to provide is at your cost.

However, if we need an examination, assessment or interview by a person we appoint, we'll pay for it.

Delays in notifying us, returning completed forms, attending examinations and interviews or providing the information we require may make it difficult for us to assess your claim and this could also impact your benefit.

If we don't accept your claim, we'll let you know our reasons.

## Claim requirements

### Life Cover

For a claim under Life Cover if we request, you must also provide:

- ▶ a certified copy of the complete death certificate
- ▶ a certified copy of the Coroner's report
- ▶ a certified copy of the will and probate or statutory declaration and grant of letters of administration; and
- ▶ potential beneficiary statutory declaration(s).

### TPD and Critical Illness Cover

For a claim under TPD Cover or Critical Illness Cover if we request, you must also provide two treating *doctor's* reports completed by different *doctors*, one of whom is a *specialist*, in a form satisfactory to us.

For *HIV contracted through medical procedures* and *HIV contracted through the insured person's work*, please notify us as soon as you can after contracting HIV.

## Income Protection

If you are *disabled*, you should tell us as soon as reasonably practicable after the beginning of the *disability*, preferably within 30 days of the *disability* beginning.

You can lodge your claim by telephone or we can send you a claim form to complete.

If we request, you must also provide us with:

- ▶ a report from your treating *doctor*, in a form satisfactory to us, and any other medical information we reasonably require; and
- ▶ financial information which may include payslips, tax returns, profit and loss statements, financial statements and details of any other payments you are entitled to receive.

We request that you return the completed claim form, report from your treating *doctor*, financial information and any other information we request as soon as reasonably practicable, preferably within 90 days of the *disability* beginning.

We will not refuse to assess a claim but delays in providing information may impact our ability to assess your claim and may impact payment of the benefit.

During any period that you are claiming a benefit, we may require ongoing proof that you remain entitled to a benefit, including further medical, employment and financial information.

# OTHER INFORMATION

## The Life Insurance Code of Practice

The Insurer has adopted the Life Insurance Code of Practice which sets industry standards for customer service and we commit to these service standards.

To find out more about the Code of Practice you can visit our website at

**[www.encompassprotect.com.au/life-insurance-code-practice](http://www.encompassprotect.com.au/life-insurance-code-practice)**

## Your duty to take reasonable care not to make a misrepresentation

Your policy or the policy you are applying for is a consumer insurance contract and the duty below applies to you.

### About your insurance application and your duty

When you apply for life insurance, we conduct a process called underwriting. It's how we decide whether we can cover you, and if so on what terms and at what cost.

We will ask questions we need to know the answers to. These will be about your personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information you give us in response to our questions is vital to our decision.

### The duty to take reasonable care

When applying for insurance, there is a legal duty to take reasonable care not to make a misrepresentation to the insurer before the contract of insurance is entered into.

A misrepresentation is a false answer, an answer that is only partially true, or an answer which does not fairly reflect the truth.

The duty also applies when extending or making changes to existing insurance, and reinstating insurance.

### If you do not meet your duty

If you do not meet your legal duty, this can have serious impacts on your insurance. Your cover could be avoided (treated as if it never existed), or its terms may be changed. This may also result in a claim being declined or a benefit being reduced.

Please note that there may be circumstances where we later investigate whether the information given to us was true. For example, we may do this when a claim is made.

## Guidance for answering our questions

You are responsible for the information provided to us. When answering our questions, please:

- ▶ Think carefully about each question before you answer. If you are unsure about any question, we are here to help and you can contact us.
- ▶ Answer every question.
- ▶ Answer truthfully, accurately and completely. If you are unsure about whether you should include information, please include it.
- ▶ Review your application carefully before it is submitted. If someone else helped prepare your application (for example, your adviser), please check every answer (and if necessary, make any corrections) before the application is submitted.
- ▶ You must not assume that we will contact your doctor for any medical information. If you are unsure about whether you should include information or not, please include it.

## Changes before your cover starts

Your duty to take reasonable care not to make a misrepresentation continues until the time your insurance cover starts.

The duty applies when you answer questions in your application and whenever we obtain more information from you.

### If you need help

It's important that you understand this information and the questions we ask. Ask us or your adviser for help if you need help understanding the process of buying insurance or answering our questions.

If you're having difficulty due to a disability, understanding English or for any other reason, we're here to help and can provide additional support for anyone who might need it. If you want, you can have a support person you trust with you.

### What can we do if the duty is not met?

If the person who answers our questions does not take reasonable care not to make a misrepresentation, there are different remedies that may be available to us. These are set out in the *Insurance Contracts Act 1984* (Cth). These are intended to put us in the position we would have been in if the duty had been met.

For example, we may:

- ▶ avoid the cover (treat it as if it never existed)
- ▶ vary the amount of the cover; or
- ▶ vary the terms of the cover.

Whether we can exercise one of these remedies depends on a number of factors, including:

- ▶ whether the person who answered our questions took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances
- ▶ what we would have done if the duty had been met – for example, whether we would have offered cover, and if so, on what terms
- ▶ whether the misrepresentation was fraudulent; and
- ▶ in some cases, how long it has been since the cover started.

Before we exercise any of these remedies, we will explain our reasons, how to respond and provide further information, including what you can do if you disagree.

## Your privacy

**We update our Privacy Policy from time to time. For the latest version of the policy please go to [www.encompassprotect.com.au](http://www.encompassprotect.com.au)**

We collect and hold a range of personal information about our customers. This notification tells you how we collect your personal information, what we use it for and who we share it with. By providing your personal information to us, you consent to the collection, use and disclosure of your personal information in accordance with this privacy notification.

### How we collect your personal information

We'll collect your personal information from you directly in many cases. This may include when you complete a form, call us, or use the websites (which may use cookies) on which we make our products and services available. The Insurer may collect information directly from you or from the Trustee when you complete an application for insurance, make a claim, or request a change to your insurance cover.

Sometimes we collect your personal information from third parties and other sources including:

- ▶ medical practitioners or medical facilities
- ▶ our representatives and distributors, administrators, insurance brokers, other insurers and reinsurers
- ▶ your relatives, representatives and legal advisers
- ▶ your employer
- ▶ related bodies corporate of the Insurer
- ▶ service providers such as information brokers, investigators, lawyers, financial advisers, doctors and other medical and occupational experts
- ▶ credit reporting agencies or information providers
- ▶ social media platforms (e.g. if you log in for our services using your social media profile)
- ▶ devices (including wearable devices) in relation to which you agree to provide personal information to us; and
- ▶ external dispute resolution bodies, and public sources, including statutory or government organisations, and public registers.



### When the law authorises or requires us to collect information

We may collect information about you because we are required or authorised by law to collect it. There are laws that affect financial institutions, including company and tax law, which require us to collect personal information. For example, we require personal information to verify your identity under Commonwealth anti-money laundering law.

### Sensitive information

Sometimes we need to collect and hold sensitive information about you, for example when you are applying for an insurance policy. This will generally include information about your health, activities that may impact your health, your health history, fitness and physical activities. We may also give you the ability to provide your voiceprint to identify yourself to our call centres.

“Sensitive information” is information about a person’s health (this can include genetic or biometric information), racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association or trade union, sexual preferences or practices, criminal record, health information, genetic or biometric information. We only collect, hold or use sensitive information with your specific consent or in other limited situations which the law allows. We will not disclose your sensitive information to anyone, other than in these circumstances.

### How we use your personal information

We use your personal information to:

- ▶ provide you with the products and services you’ve asked for or under which you may receive cover or benefits
- ▶ consider whether you are eligible for a product or service, including identifying or verifying you or your authority to act on behalf of another person
- ▶ process and underwrite your application (including deciding whether or not to provide cover), determine your eligibility under insurance policies and provide you with products and services
- ▶ administer products and services which includes answering your requests and complaints, managing claims and making payments, varying products and services, conducting market research, and managing our relevant product portfolios
- ▶ develop and improve our products and services

- ▶ assist us in running our business including performing administrative and operational tasks (such as training and managing staff, risk management, planning, research and statistical analysis, and systems development and testing)
- ▶ prevent or investigate any fraud or crime, or any suspected fraud or crime
- ▶ tell you about other products or services that may be of interest to you, or running competitions and other promotions (this can be via email, telephone, SMS, iM, mail, or any other electronic means including via social networking forums), unless you tell us not to
- ▶ identify opportunities to improve our service to you and improving our service to you
- ▶ determine whether a beneficiary will be paid a benefit; and
- ▶ assist in arrangements with other organisations (such as loyalty program partners) in relation to a product or service we make available to you.

We may also collect, hold, use and disclose your personal information:

- ▶ as required by legislation or codes that are binding on us
- ▶ for any purpose for which you have given your consent; and
- ▶ to combine the information that we hold about you with information about you collected from or held by external sources to enable the development of consumer insights about you so that we can better serve you. We may also use external parties to undertake the process of creating these insights.

### What happens if you don’t provide your personal information to us?

If you don’t provide your personal information to us, we may not be able to:

- ▶ provide you with the product or service you want
- ▶ manage or administer your product or service, for example assess a claim or pay a benefit under a policy or product
- ▶ personalise your experience with us
- ▶ verify your identity or protect against fraud; or
- ▶ let you know about other products or services that may better meet your needs.

### Disclosing your personal information

We may disclose your personal information to other organisations for any purposes for which we use your information. This includes disclosing your personal information to other third parties including:

- ▶ the Insurer's parent company, Nippon Life Insurance Company and its related bodies corporate
- ▶ those involved in providing, managing or administering any aspect of your product or service or any product under which you receive or may receive benefits
- ▶ service providers such as information brokers, investigators, lawyers, financial advisers, doctors and other medical and occupational experts
- ▶ authorised representatives of the Insurer or other parties who sell our products or services
- ▶ super and managed funds organisations, and their advisers and service providers
- ▶ entities (and their representatives or service providers) involved in issuing, maintaining and providing administration support relating to your insurance product held within super
- ▶ medical professionals, medical facilities or health authorities who verify any health information you may provide
- ▶ reinsurers, claim assessors and investigators
- ▶ brokers or referrers who refer your application or business to us
- ▶ organisations we sponsor and loyalty program partners, including organisations we have an arrangement with to jointly offer products or have an alliance with to share information for marketing purposes
- ▶ police and other enforcement bodies and government agencies where we are required or authorised by law to help detect and prevent illegal activities
- ▶ other government or regulatory bodies (including the Australian Securities and Investment Commission and the Australian Tax Office) as requested or as required or authorised by law (in some instances these bodies may share it with relevant foreign authorities)
- ▶ media or social networking sites that provide us with opportunities to place messages in front of you
- ▶ service providers that maintain, review and develop our business systems, procedures and technology infrastructure, including testing or upgrading our computer systems
- ▶ joint venture partners that conduct business with us
- ▶ organisations that assist with our product planning, analytics, research and development
- ▶ mailing houses and telemarketing agencies and media organisations who assist us in communicating with you
- ▶ other organisations involved in our normal business practices, including our agents and contractors, as well as our accountants, auditors or lawyers and other external advisers
- ▶ credit reporting bodies or other approved third parties who are authorised to assess the validity of identification information
- ▶ fraud reporting agencies (including organisations that assist with fraud investigations and organisations established to identify, investigate and/ or prevent any fraud, suspected fraud, crime, suspected crime, or misconduct of a serious nature)
- ▶ organisations we sponsor and loyalty program partners
- ▶ rating agencies to the extent necessary to allow the agency to rate particular investments; and
- ▶ where you've given your consent or at your request, including to your representatives, or advisers.

### Disclosing your personal information outside of Australia

Depending on the product or service we provide to you, we may disclose your personal information to organisations outside Australia, in countries such as France, India, Japan, New Zealand, the Philippines, Singapore, South Korea, Switzerland, UK and USA. Any overseas disclosure does not affect the commitment to safeguarding your personal information and reasonable steps will be taken to ensure any overseas recipient complies with Australian privacy laws.

We may store your information in the cloud or various other types of remote, networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practical to know in which country your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

### Our Privacy Policy

For more information about how we collect and use your personal information, including information about how you can access or correct your information or make a complaint, please refer to our Privacy Policy at

**[www.encompassprotect.com.au](http://www.encompassprotect.com.au)**



## Risks

Before applying for any form of insurance, it's important to understand the potential risks. You should consider the below risks before making your decision to purchase an Encompass Protection policy.

- ▶ The cover type, or amount of cover, may not be appropriate for your needs (you should consider the options you select carefully).
- ▶ If you become unable to pay your premium in the future, your cover may be cancelled.
- ▶ If you don't comply with your duty to take reasonable care not to make a misrepresentation, we may avoid your cover, decline your claim or reduce the benefit amount payable.
- ▶ Should an exclusion apply to your policy, a benefit may not be paid to you.
- ▶ Premium rates aren't guaranteed, and we may increase or decrease your premium in the future, regardless of which premium type you select.
- ▶ If some or all of your cover is held inside super, you may be unable to access the benefit amount if you don't meet a condition of release under super law.
- ▶ If you're replacing part or all of any insurance you hold, you should compare the differences between the existing and replacement policies.

# DIRECT DEBIT SERVICE AGREEMENT

## Definitions

**Account** means the account held at your financial institution from which we're authorised to arrange for your premium to be debited.

**Agreement** means the direct debit service agreement between you and us.

**Banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**Debit day** means the day that your premium payment is due to us.

**Debit payment** means a particular transaction where a debit is made to your account.

**Direct debit request** means the direct debit request you've provided to us.

**Premium** means the premium payable for the cover provided by your Encompass Protection policy at the debit day.

**We/us/our** means the Insurer

**You/your** means the person who provided the direct debit request to us.

**Your financial institution** is the financial institution where you hold the account that you have authorised us to debit.

## Debiting your account

By providing a direct debit request, you have authorised us to arrange for funds to be debited from your account for the purpose of paying the premium on your Encompass Protection policy. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.

We will only arrange for funds to be debited from your account for payment of the premium as authorised in the direct debit request. The amount of the premium may vary from time to time. We will not notify you of this variation unless we're required to do so under the terms and conditions of your Encompass Protection policy.

We will not issue a billing notification prior to debiting your account. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you're unsure about which day your account has or will be debited, you should ask your financial institution.

## Changes by us

We may vary any details of this agreement or a direct debit request at any time by giving you at least 14 days written notice.

## Changes by you

You may change the arrangements under a direct debit request by contacting us subject to:

- ▶ if you wish to stop or defer a debit payment you must notify us at least seven days before the next debit day. This notice should be given to us in the first instance;
- ▶ you may also cancel your authority with us to debit your account at any time by giving us at least seven days' notice before the next debit day. This notice should be given to us in the first instance.

You may also cancel a direct debit request by contacting your financial institution.

## Your obligations

It's your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

If there are insufficient clear funds in your account to meet a debit payment:

- ▶ you may be charged a fee and/or interest by your financial institution
- ▶ you may also incur fees or charges imposed or incurred by us; and
- ▶ you must arrange for the debit payment to be made by another method, or arrange for sufficient clear funds to be in your account by an agreed time, so that we can process the debit payment.

You should check your account statement to verify that the amounts debited from your account are correct.

If we're liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply, multiplied by the prevailing GST rate.

## Disputes

If you believe that there has been an error in debiting your account, you should notify us as soon as possible so that we can resolve your query.

If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you of the amount by which your account has been adjusted.

If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding.

Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still contact your financial institution, which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## Accounts

You should check:

- ▶ with your financial institution whether direct debiting is available from your account, as direct debiting is not available on all accounts offered by financial institutions
- ▶ your account details which you provided to us are correct by checking them against a recent account statement; and
- ▶ with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

## Confidentiality

We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure, and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

- ▶ to the extent specifically required by the law; or
- ▶ for the purposes of this agreement (including disclosing information in connection with any query or claim).

## Notices

If you wish to notify us about anything relating to this agreement, our contact details are below.

Where we're providing you with notification in writing, we'll send the notice via email.

## Change of life insurer

If we cease to be the Insurer of the life insurance cover provided by Encompass Protection as a result of the insurance being transferred to another registered life insurer, then in order for premium payments to continue, the authorities provided to us under your direct debit request will be transferred to the new insurer without the need for your consent.

## Providing instructions

Your direct debit request may be provided to us in writing, by calling us or by such other electronic means that we choose to accept from time to time.

Unless we require otherwise, instructions from you in connection with this agreement (including any change to the account to which your direct debit request applies) may be provided to us in writing, by calling us or by e-mail.

## Contact Us

**Phone:** 1300 476 030

**Email:** [customer@encompassprotect.com.au](mailto:customer@encompassprotect.com.au)

**Website:** [www.encompassprotect.com.au](http://www.encompassprotect.com.au)

**Mail:** GPO Box 239, Sydney NSW 2001

**Hours:** Monday to Friday 8:00am – 6:00pm (AEST/AEDT)

# COMPLIMENTARY INTERIM ACCIDENT COVER

Interim Accident Cover is designed to provide you with limited cover while your application is being assessed by us.

Unless we nominate an earlier date, Interim Accident Cover starts when we receive:

- ▶ your fully completed application form
- ▶ a completed personal statement; and
- ▶ a completed premium deduction authority.

Your Interim Accident Cover will end on the earliest of the following:

- ▶ 90 days after the start of this Interim Accident Cover unless before then we tell you a different date
- ▶ the date we issue a policy schedule following our acceptance of your application for Encompass Protection (or in the case of additional insurance, when we issue a revised policy schedule to you)
- ▶ when we advise you that your application hasn't been accepted
- ▶ when we advise you that your Interim Accident Cover has ended; or
- ▶ when you withdraw your application.

## Life Interim Accident Cover

If you've applied for Life Cover for an insured person, and that insured person dies within 12 months as a result of a bodily injury caused by an *accident* during the term of this insurance, you'll receive a benefit.

## TPD Interim Accident Cover

If you've applied for TPD Cover for an insured person, and that insured person is *totally and permanently disabled* as a result of a bodily injury caused by an *accident* during the term of this insurance, you'll receive a benefit.

Other than as varied by these terms, the any occupation definition of *totally and permanently disabled* shall apply to this Interim Accident Cover.

## Critical Illness Interim Accident Cover

If you've applied for Critical Illness Cover for an insured person, and that insured person suffers one of the following critical conditions, as a result of bodily injury which is caused by an *accident* during the term of this insurance:

- ▶ *coma - with specified criteria*
  - ▶ *major burns - of specified severity*
  - ▶ *major brain injury - of specified severity*
  - ▶ *blindness - of specified severity*
  - ▶ *paralysis - permanent and of specified severity; or*
  - ▶ *loss of independence - of specified severity*
- you'll receive a benefit.

## Income Protection Interim Accident Cover

If you've applied for Income Protection Cover for an insured person, and that insured person is *totally disabled* as a result of a bodily injury which is caused by an *accident* during the term of this insurance, you'll receive a benefit.

Other than as varied by these terms, the definition of *totally disabled* under Income Protection Cover shall apply to this Interim Accident Cover.

## How much we'll pay

For Life Cover and TPD Cover, the lowest of:

- ▶ \$1,000,000
- ▶ the benefit amount you applied for; or
- ▶ the benefit amount we would allow under our assessment guidelines.

For Critical Illness Cover, the lowest of:

- ▶ \$600,000
- ▶ the benefit amount you applied for; or
- ▶ the benefit amount we would allow under our normal assessment guidelines.

For Income Protection Cover, the lowest of:

- ▶ \$10,000 a month
- ▶ the benefit amount you applied for; or
- ▶ the benefit amount we would allow under our assessment guidelines.

For Income Protection Cover, you'll receive the above benefit each month that the insured person is continuously *totally disabled* after the end of the *waiting period* you applied for, up to a maximum period of 12 months. If the insured person is *totally disabled* for part of a month the benefit will be reduced proportionately.

## Exclusions

In addition to our standard *exclusions* which apply to each cover (as set out in this PDS on page 13 for Life Cover, page 17 for TPD Cover, page 25 for Critical Illness Cover, and page 45 for Income Protection Cover), we won't pay under this Interim Accident Cover for death, injury or disability arising from or contributed to by:

- ▶ any condition that you or the insured person knew about before applying for Encompass Protection, or
- ▶ the insured person engaging in any occupation, sport or pastime that we wouldn't cover under our assessment guidelines.

Furthermore, we won't pay if:

- ▶ the cover applied for would've been declined under our assessment guidelines; or
- ▶ you lodge a claim for an event or condition that would've been excluded under the underwriting process.

Other than as varied by these terms, the standard conditions, *waiting periods*, limitations and *exclusions*, subject to any options you applied for in your application for Encompass Protection shall apply to this Interim Accident Cover.

# COMPLIMENTARY INTERIM ROLLOVER COVER

Within this section 'you' and 'your' refers to the policy owner or the person to be insured, as the context requires.

Interim Rollover Cover is designed to provide you with limited cover while we are waiting for your nominated super fund to transfer premiums to us by rollover.

Your Interim Rollover Cover will start as soon as we:

- ▶ notify you that we intend to provide you with Encompass Protection cover, including confirmation of the *sum insured*, optional benefits and any *exclusions* which would apply to your issued policy; and
- ▶ have received everything we need to issue the policy for the applicable cover(s), including super fund premium payment details.

All claims will be subject to the terms and conditions of the applicable Encompass Protection cover you applied for and will be reduced by any amount paid under Interim Accident Cover.

Interim Rollover Cover applies to:

- ▶ Life Cover, TPD Cover and/or Income Protection Cover which you have applied for and which is to be paid by rollover of monies from your nominated super fund; and
- ▶ Critical Illness Cover which you have applied for when this is linked to Life Cover which is to be paid by rollover of monies from your nominated super fund.

Interim Rollover Cover doesn't apply where the Encompass Protection cover you applied for is replacing cover on another life insurance policy that's still in force.

For clarity, you're only provided with Interim Rollover Cover on the terms described, for those covers (Life Cover, TPD Cover, Critical Illness Cover and/or Income Protection Cover) you've applied for and which we have notified you that we intend to provide.

Your Interim Rollover Cover ceases on the earliest of:

- ▶ the date your policy is issued
- ▶ when you withdraw your application; and
- ▶ 30 days after commencement of the Interim Rollover Cover.

## Life Interim Rollover Cover

If you die while covered by Life Interim Rollover Cover, we'll pay the Encompass Protection Life Cover benefits which would've been payable to you if your policy had been issued at the time the Interim Rollover Cover commenced, based on the *sum insured*, optional benefits and any *exclusions* that would apply to your issued cover. We'll pay any Life Interim Rollover Cover benefits to your estate.

## TPD Interim Rollover Cover

If you suffer *total and permanent disability* while covered by TPD Interim Rollover Cover, we will pay the Encompass Protection TPD Cover benefits which would've been payable to you if your policy had been issued at the time the Interim Rollover Cover commenced, based on the *sum insured*, optional benefits and any *exclusions* that would apply to your issued cover. We'll pay any TPD Interim Rollover Cover benefits to the person to be insured.

## Critical Illness Interim Rollover Cover

If you suffer a *critical illness event* not marked with a ^ while covered by Critical Illness Interim Rollover Cover, we'll pay the Encompass Protection Critical Illness Cover benefits which would have been payable to you if your policy had been issued at the time the Interim Rollover Cover commenced, based on the *sum insured*, optional benefits and any *exclusions* that would apply to your issued cover. We'll pay any Critical Illness Interim Rollover Cover benefits to the person to be insured.

## Income Protection Interim Rollover Cover

If you suffer *total disability or partial disability* while covered by Income Protection Interim Rollover Cover, we'll pay the Encompass Protection Income Protection Cover benefits which would have been payable to you if your policy had been issued at the time the Interim Rollover Cover commenced, based on the *sum insured*, optional benefits and any *exclusions* that would apply to your issued cover. We'll pay any Income Protection Interim Rollover Cover benefits to the person to be insured. From the policy commencement date, benefits will be paid to the policy owner.





# DEFINITIONS

## General definitions

### Accident

means an event where bodily injury is caused directly and solely by violent, external and visible means, independently of all other causes.

### Activities of daily living

means:

- ▶ bathing or showering
- ▶ dressing
- ▶ moving from place to place, in and out of bed and in and out of a chair
- ▶ eating and drinking; or
- ▶ using the toilet

### Australian resident

means a person who is an Australian or New Zealand citizen, an Australian permanent resident or holder of a skilled working visa under a business sponsorship such as a sub-class 482 working visa or similar.

### Benefit period

means the maximum period that we'll pay a *monthly benefit*.

If your benefit period is five years or less, you can only claim one full benefit period for any related sickness or injury.

### Complying super fund

means a regulated super fund that qualifies for concessional tax rates. A complying super fund must meet the requirements that are set out under section 40 of the *Superannuation Industry (Supervision) Act 1993*.

### Consumer Price Index (CPI)

means the consumer price index as defined and published by the Australian Bureau of Statistics (or any body which succeeds it), being a weighted average of the eight Australian capital cities combined, for successive 12-month periods, finishing on 30 September each year and applicable from the next calendar year.

Where the published CPI rate is negative, it will be considered as zero.

### Criminal act

means any summary or indictable offence within the meaning of relevant State or Commonwealth legislation or an offence with a similar meaning under foreign law.

### Critical illness event

means the medical events outlined on pages 20-21.

### Disability/disabled

means *total disability* or *partial disability* as the context implies.

### Doctor

means a person who is registered in Australia as a medical practitioner by the Medical Board of Australia, or a medical practitioner with qualifications equivalent to Australian medical practice or registration standards if practicing outside Australia. Medical practitioner does not include:

- ▶ you
- ▶ your business partner; or
- ▶ your immediate *family* members.

Where reasonable, we require the doctor to be a *specialist*, particularly if the condition is more commonly diagnosed and treated by a *specialist*.

Note – a chiropractor, psychologist, physiotherapist and/or allied or alternative health provider is not a doctor unless registered as a medical practitioner by the Medical Board of Australia.

### Earnings

means:

- ▶ where the insured person is self-employed (i.e. directly or indirectly owns part of or all of a business or practice), the income of the business or practice generated by the personal efforts of the insured person after the deduction of their appropriate share of business or practice expenses in generating that income
- ▶ where the insured person is an employee (i.e. does not directly or indirectly own part of or all of a business or practice), the total remuneration paid by the employer to the insured person including salary, commissions, fees, regular bonuses, regular overtime, fringe benefits and regular super contributions paid by the employer on behalf of the insured person; and
- ▶ whether the insured person is self-employed or employed, earnings do not include investment income and any regular super guarantee payments, and are calculated before tax.

### Earnings or potential earnings after disability

means the greater of the insured person's *earnings* while they are *disabled* and:

- ▶ **for two and five year benefit periods**, the *earnings* the insured person could reasonably be expected to earn if they were working to their capacity in their own occupation immediately prior to *disability*.

or

#### For age 65 benefit period:

- ▶ **in the first 24 months of the benefit period**, the *earnings* the insured person could reasonably be expected to earn if they were working to their capacity in their own occupation immediately prior to *disability*.

or

- ▶ **after the first 24 months of the benefit period** the *earnings* the insured person could reasonably be expected to earn if they were working to their capacity in any occupation for which they are suited by education, training or experience.

### Exclusion(s)

are specific events you're not covered for. Standard exclusions apply to everyone who has a certain type of insurance and are described in this PDS.

Specific exclusions are based on your individual circumstances, including hazardous occupations or pastimes and pre-existing medical conditions. Specific exclusions are applied at the time we assess an application for insurance or an alteration for existing insurance. We'll tell you before we apply any specific exclusions.

### Exclusion period

Some *critical illness events* (and *partial critical illness events*) are covered only after a period of time, known as a 'exclusion period'. This means you aren't covered for those *critical illness events* (and *partial critical illness events*) if symptoms of the *critical illness events* (and *partial critical illness events*) first appear or happen, or the *critical illness events* (and *partial critical illness events*) is first diagnosed, within the exclusion period after your insurance began, was last reinstated or increased.

### Family

means *spouse*, children, parents, brother(s) or sister(s).

### Gainfully employed or gainful employment

means working for earnings, payment or profit.

### Income replacement amount

has the meaning described on page 34.

### Key Person

means an employee or business owner without whose knowledge or expertise the business would suffer material financial loss.

### Loading

means a higher premium that we charge for your cover based on your individual circumstances, including hazardous occupations or pastimes and pre-existing medical conditions. Loadings are applied at the time we assess an application for insurance or an alteration for existing cover. We'll tell you before we apply any loadings.

### Material duty

has the meaning described on page 36.

### Mini mental state examination

means a cognitive screening tool that assesses a variety of cognitive domains. These include orientation to time and place, memory (registration and recall), attention and concentration, language and visuospatial function.

### Monthly benefit

means the actual amount payable to you each month during a claim for *total disability* (as set out on page 37) or *partial disability* (as set out on pages 38-39), excluding any amounts payable under the Income Booster Option and the Superannuation Contribution Option. The monthly benefit is payable monthly in arrears.

### Monthly super benefit

means the actual amount payable to your nominated super fund each month under the Superannuation Contribution Option during a claim. The monthly super benefit is payable monthly in arrears.

### Mortgage

means a loan secured by a first mortgage over the insured person's home.

### Nominated beneficiary

means the beneficiary or beneficiaries nominated to receive a share of the insured person's Life Cover benefit as shown in your policy schedule.

### Normal physical domestic duties

means the household duties normally performed by a person who remains at home completing full-time unpaid domestic duties. It doesn't include a person working in a regular occupation including part-time and/or paid voluntary work that provides an income.

Normal physical domestic duties specifically include:

- ▶ cooking and preparing meals – meaning the ability to prepare meals using kitchen appliances
- ▶ cleaning the home – meaning the ability to carry out the basic internal household chores using domestic equipment such as a vacuum and mop
- ▶ washing clothes – meaning the ability to do the household's laundry
- ▶ shopping for groceries – meaning the ability to purchase general household grocery items (excluding online shopping)
- ▶ safely driving a car – the physical ability to drive a car, and
- ▶ caring for children – meaning the ability to care for and supervise children (where applicable).

You'll be considered to be unable to carry out normal physical domestic duties if you're unable to perform four or more of these duties.

#### Own occupation

means the occupation in which the insured person was engaged at the time of their application for this insurance unless they have changed their occupation since then.

Where the change is to an occupation or occupation category that's eligible for the own occupation TPD definition, you may choose to have a claim assessed under either the insured person's occupation at the time of their application or their occupation immediately preceding their date of disability. Otherwise, own occupation means the most recent occupation that the insured person was engaged in immediately preceding their date of disability.

#### Partial disability and partially disabled

Has the meaning described on page 35.

#### Partial critical illness event

means the medical events outlined on page 22.

#### Permanent incapacity and permanently incapacitated

means the insured person's ill-health (whether physical or mental) which makes it unlikely that the insured person will ever engage in *gainful employment* for which the insured person is reasonably qualified by education, training or experience.

#### Pre-disability earnings

means the greater of (as applicable):

- ▶ the insured person's average *earnings* in the 12 months immediately prior to *disability*

- ▶ the insured person's average *earnings* in the 24 months immediately prior to *disability*, if the insured person's *earnings* in the 12 months immediately prior to *disability* have reduced by more than 10% from the previous 12 month period
- ▶ the insured person's average *earnings* over the months actually worked in the 12 month period immediately prior to *disability*, if the insured person has worked more than three consecutive months immediately prior to *disability* but less than 12 months in total in the 12 month period immediately prior to *disability*; or
- ▶ the insured person's average *earnings* in the 12 months immediately prior to the date the insured person commenced leave, if the insured person has been on unpaid employer approved parental leave, *sabbatical leave* or study leave that commenced at any time in the 12 months immediately prior to *disability*.

#### Sabbatical leave

means leave taken for study or travel as a normal part of the insured person's occupation.

#### Severe cognitive impairment

means severe cognitive impairment (with a score of 15 or less out of 30 in a *mini mental state examination*) which leads to a need for continuous supervision to protect the insured person or other people.

#### Specialist

means a *doctor* who is an appropriate specialist in a relevant medical field.

#### Spouse

means a husband or wife or a partner in an equivalent de facto relationship, including same-sex relationships.

#### Sum insured

means the amount of cover you're insured for, as shown in your policy schedule.

#### Temporary incapacity and temporarily incapacitated

means the insured person's ill health (whether physical or mental) which causes the insured person to:

- ▶ cease to be *gainfully employed*, or
- ▶ cease temporarily to receive any gain or reward (including ceasing to be paid leave such as sick leave) under a continuing arrangement for the insured person to be *gainfully employed*.

### Terminal illness

For insurance outside super, terminal illness means a sickness or injury that, even with appropriate medical treatment, in the opinion of the treating *specialist*, and where required, a further medical opinion from a *specialist* approved by us, is likely to lead to death within a period that ends no more than 24 months from the date we are notified in writing by the approved *doctor*.

For insurance inside super, terminal illness means a sickness or injury that, even with appropriate medical treatment, in the opinion of two *doctors*, one of whom is a *specialist* approved by us, is likely to lead to death within a period that ends no more than 24 months from the date the *doctors* certify the condition ('the Certification Period'). We must be notified in writing of the terminal illness within the Certification Period.

### Total and permanent disability and totally and permanently disabled

#### Any occupation TPD

The insured person is totally and permanently disabled if they have a disability caused by sickness or injury and they satisfy the criteria in paragraphs a., b., or c. below.

If, however, if the insured person;

- ▶ was not *gainfully employed* at the time of application for insurance, and
- ▶ was performing full-time domestic duties or child rearing for the 12 months prior to the disability, and
- ▶ was performing full-time domestic duties or child rearing at the time the disability began,

they will be assessed under a 'Home Duties' TPD definition below.

a.

- ▶ As a result of their disability, the insured person is completely unable to work for an uninterrupted three month consecutive period at any occupation they are reasonably suited to by way of education, training or experience that would result in a rate of *earnings* of more than 25% of their rate of *earnings* during the continuous 12 month period before they were disabled
- ▶ The insured person is regularly attending and following the advice and recommendation for treatment (as appropriate to their condition) by an appropriately qualified *doctor*, including (where appropriate) rehabilitation for the sickness or injury; and
- ▶ At the end of the period of three months, in reasonable consideration of all medical and other evidence, the insured person has become incapacitated to such an

extent as to render them unlikely to ever engage in any business, profession or occupation for which they are reasonably suited by education, training or experience.

Or

b.

- ▶ The insured person suffers a permanent impairment of at least 25% of *whole person function*; and
- ▶ As a result of this impairment, they are disabled to such an extent that they are completely unable to work at their usual occupation or any other occupation they are reasonably suited to by way of education, training or experience, and are unlikely ever to be able to do so again.

Or

c.

The insured person has suffered from the total and irrecoverable loss of:

- ▶ the use of both hands
- ▶ the use of both feet
- ▶ the sight of both eyes
- ▶ the use of one hand and one foot
- ▶ the use of one foot and the sight in one eye; or
- ▶ the use of one hand and the sight in one eye.

#### Own Occupation TPD

The insured person is totally and permanently disabled if they have a disability caused by sickness or injury and they satisfy the criteria in paragraphs a., b., or c. below.

If, however, if the insured person;

- ▶ was not *gainfully employed* at the time of application for insurance, and
- ▶ was performing full-time domestic duties or child rearing for the 12 months prior to the disability, and
- ▶ was performing full-time domestic duties or child rearing at the time the disability began,

they will be assessed under a 'Home Duties' TPD definition below.

a.

- ▶ As a result of their disability, the insured person is completely unable to work at their *own occupation* and are unlikely ever to be able to do so again
- ▶ The insured person is regularly attending and following the advice and recommendation for treatment (as appropriate to their condition) by an appropriately qualified *doctor*, including (where appropriate) rehabilitation for the sickness or injury; and
- ▶ These circumstances have existed continuously for at least three months.

Or

b.

- ▶ The insured person suffers a permanent impairment of at least 25% of *whole person function*; and
- ▶ As a result of this impairment, they are disabled to such an extent that they are completely unable to work at their *own occupation* and are unlikely ever to be able to do so again.

Or

c.

The insured person has suffered from the total and irrecoverable loss of:

- ▶ the use of both hands
- ▶ the use of both feet
- ▶ the sight of both eyes
- ▶ the use of one hand and one foot
- ▶ the use of one foot and the sight in one eye; or
- ▶ the use of one hand and the sight in one eye.

#### **Super TPD (applicable when cover is held in Super)**

The insured person is totally and permanently disabled if they have a disability caused by sickness or injury and they satisfy the criteria in paragraphs a., b., or c. below, and the insured person is also *permanently incapacitated*.

If, however, if the insured person;

- ▶ was not *gainfully employed* at the time of application for insurance, and
- ▶ was performing full-time domestic duties or child rearing for the 12 months prior to the disability, and
- ▶ was performing full-time domestic duties or child rearing at the time the disability began,

they will be assessed under a 'Home Duties' TPD definition below.

a.

- ▶ As a result of their disability, the insured person is completely unable to work for an uninterrupted three month consecutive period at any occupation they are reasonably suited to by way of education, training or experience that would result in a rate of *earnings* of more than 25% of their rate of *earnings* during the continuous 12 month period before they were disabled
- ▶ The insured person is regularly attending and following the advice and recommendation for treatment (as appropriate to their condition) by an appropriately qualified doctor, including (where appropriate) rehabilitation for the sickness or injury; and

- ▶ At the end of the period of three months, in reasonable consideration of all medical and other evidence, the insured person has become incapacitated to such an extent as to render them unlikely to ever engage in any business, profession or occupation for which they are reasonably suited by education, training or experience.

Or

b.

- ▶ The insured person suffers a permanent impairment of at least 25% of *whole person function*; and
- ▶ As a result of this impairment, they are disabled to such an extent that they are completely unable to work at their usual occupation or any other occupation they are reasonably suited to by way of education, training or experience, and are unlikely ever to be able to do so again.

Or

c.

The insured person has suffered from the total and irrecoverable loss of:

- ▶ the use of both hands
- ▶ the use of both feet
- ▶ the sight of both eyes
- ▶ the use of one hand and one foot
- ▶ the use of one foot and the sight in one eye; or
- ▶ the use of one hand and the sight in one eye.

#### **Home Duties TPD**

The insured person who;

- ▶ was not *gainfully employed* at the time of application for insurance, and
- ▶ was performing full-time domestic duties or child rearing for the 12 months prior to the disability, and
- ▶ was performing full-time domestic duties or child rearing at the time the disability began,

is totally and permanently disabled if they have a disability caused by sickness or injury and they satisfy the criteria in paragraphs a., b., or c. below. In all cases, where the policy is owned by the trustee(s) of a super fund, the insured person must also be *permanently incapacitated*.

a.

- ▶ As a result of their disability, the insured person is unable to perform a majority of the *normal physical domestic duties*, and are unlikely ever to be able to do so again; and
- ▶ These circumstances have existed continuously for at least three months.

Or

b.

- ▶ The insured person suffers a permanent impairment of at least 25% of *whole person function*; and
- ▶ As a result of this impairment, they are disabled to such an extent that they are completely unable to perform a majority of the *normal physical domestic duties*, and are unlikely ever to be able to do so again.

Or

c.

The insured person has suffered from the total and irrecoverable loss of:

- ▶ the use of both hands
- ▶ the use of both feet
- ▶ the sight in both eyes
- ▶ the use of one hand and one foot
- ▶ the use of one foot and the sight in one eye; or
- ▶ the use of one hand and the sight in one eye.

#### **Totally disabled and total disability**

has the meaning described on page 35.

#### **Waiting Period**

your waiting period is the minimum period of time you must be totally disabled or partially disabled as a result of a sickness or injury before you're eligible to claim a disability benefit.

Your chosen waiting period of 30, 60 or 90 days will be shown on your policy schedule.

#### **Whole Person Function**

is defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' current as at the date of impairment, or an equivalent guide to impairment approved by us.

## **Critical illness event definitions**

### **Aorta repair – excluding less invasive surgeries**

The correction of narrowing, dissection or aneurysm of the aorta through the chest or abdominal wall, excluding angioplasty, intra-arterial procedures or other nonsurgical procedures.

### **Aplastic anaemia – of specified severity**

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

- ▶ marrow stimulating agents
- ▶ bone marrow transplantation
- ▶ blood product transfusions
- ▶ immunosuppressive agents.

### **Bacterial meningitis – of specified severity**

Severe inflammation of the membrane that surrounds the brain and spinal cord which results in a permanent impairment of at least 25% of *whole person function*. Bacterial meningitis as a result of HIV infection is excluded.

### **Benign brain tumour – of specified severity**

The presence of a non-cancerous tumour of the brain or spinal cord which is histologically confirmed and results in:

- ▶ at least 25% permanent impairment of the *whole person function*, or
- ▶ the undergoing of neurosurgical intervention for its removal.

The following are excluded:

- ▶ intracranial cysts, granulomas and haematomas
- ▶ intracranial malformation in or of the arteries and veins, and
- ▶ tumours of the pituitary gland.

### **Blindness – of specified severity**

The permanent loss of all sight in both eyes, whether aided or unaided, due to sickness or injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that the visual field is reduced to 20 degrees or less of arc.

**Cancer – excluding specified early stage cancers**

The presence of one or more malignant tumours, leukaemia or lymphomas.

The following are excluded:

- ▶ Chronic lymphocytic leukaemia in its early stages (less than RAI stage 1).
- ▶ Prostate cancer which is histologically described as TNM classification T1 (a) or (b) or another equivalent or lesser classification with a Gleason score of 5 or less unless:
  - the insured person is required to undertake major interventionist therapy including radiotherapy, brachytherapy, chemotherapy, biological response modifiers or any other major treatment, or
  - the tumour is completely untreatable.
- ▶ Carcinoma in situ, cervical dysplasia CIN1, CIN2, and CIN3, or premalignant tumours.
- ▶ Carcinoma in situ of the breast, except:
  - where it leads to the removal of the breast by a mastectomy, or
  - removal of the carcinoma in situ by breast conserving surgery (lumpectomy, complete local excision, wide local excision, partial mastectomy) together with radiotherapy or chemotherapy.

The procedure must be performed as a direct result of the carcinoma in situ and specifically to arrest the spread of malignancy, and be considered the necessary and appropriate treatment.

- ▶ Skin cancer other than melanoma that:
  - shows signs of ulceration as determined by histological examination, or
  - is greater than 1.0mm thick, or
  - is least Clark Level 3 of invasion.
- ▶ Hyperkeratosis or basal cell skin carcinoma.
- ▶ Squamous cell skin carcinoma unless it has spread to other organs.
- ▶ All non-melanoma skin cancers unless having spread to the bone, lymph node or another distant organ.

**Cardiomyopathy – of specified severity**

The inability of the heart muscle to function properly resulting in permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

**Chronic kidney failure – requiring permanent dialysis or transplantation**

The final stage of kidney disease that requires permanent dialysis or a transplant.

**Chronic liver failure – of specified severity**

The final stage of liver disease with at least two of the following conditions:

- ▶ permanent jaundice
- ▶ ascites (abnormal retention of fluids within the abdominal cavity)
- ▶ deteriorating liver function tests, and
- ▶ encephalopathy (related brain disease).

**Chronic lung failure – of specified severity**

The final stage of lung disease, needing permanent oxygen therapy with a consistent pulmonary function test result of:

- ▶ FEV1 less than 40% predicted; or
- ▶ a DLCO less than 40% predicted.

**Coma – with specified criteria**

A total loss of consciousness and responsiveness in which the insured person is incapable of sensing or responding to external stimuli that results in a documented Glasgow Coma Scale of 6 or less for at least 72 hours.

Medically induced comas are excluded.

**Coronary artery angioplasty**

An operation to correct narrowing or obstruction of one or more coronary arteries.

Intra-arterial investigation procedures are excluded.

**Coronary artery angioplasty – three or more different coronary arteries**

The actual undergoing of an operation to correct narrowing or obstruction of three or more different coronary arteries when considered the necessary and appropriate treatment.

This procedure can be completed in one procedure or via multiple procedures within a two month period.

**Coronary artery bypass surgery – excluding less invasive procedures**

The surgical grafting of a bypass to a coronary artery to overcome narrowing or obstruction, excluding coronary artery angioplasty, intra-arterial procedures or other non-surgical procedures.

**Deafness – permanent**

Irreversible loss of hearing in both ears, after which the better ear:

- ▶ has an auditory threshold of greater than 90 decibels from the frequencies of 500 hertz to 3,000 hertz, even with amplification, and
- ▶ is diagnosed and certified by an appropriate *specialist*, using standardised equipment.



### **Dementia or Alzheimer's disease – permanent and of specified severity**

The unequivocal diagnosis of dementia or Alzheimer's disease, by a *doctor*, causing permanent failure of brain function.

A deterioration in the insured person's *mini mental state examination* score to 24 or less is required. Alternatively, we will consider other neuropsychometric tests acceptable to us that conclusively diagnose the condition to at least the same level of stated severity.

### **Encephalitis – of specified severity**

Severe inflammation of brain substance which results in the insured person suffering either:

- ▶ permanent loss of at least 25% of the *whole person function*, or
- ▶ permanent loss of the ability to perform one or more *activities of daily living* (ADL) without physical help from someone else, or
- ▶ permanent *severe cognitive impairment*.

The permanent loss or impairment described above must have existed continuously for at least six months.

Encephalitis as a result of HIV infection is excluded.

### **Heart attack – with evidence of heart muscle damage**

Heart attack (Myocardial Infarction) means the death of part of the heart muscle because of inadequate blood supply, confirmed by a cardiologist and evidenced by typical rise and/or fall of cardiac biomarkers with at least one value above the 99th percentile of the upper reference range together with any one of the following:

- ▶ typical acute cardiac symptoms and signs consistent with heart attack, or
- ▶ new serial ECG changes showing the development of any one of the following:
  - ST-T changes
  - left bundle branch block (LBBB), or
  - pathological Q waves, or
- ▶ imaging evidence of new and irreversible:
  - loss of viable myocardium, or
  - regional wall motion abnormality, or
- ▶ left ventricular ejection fraction less than 50%, at least three months after the event.

Elevated biomarkers and signs and symptoms that arise from causes other than heart attack, are excluded, including those as a result of elective percutaneous procedures and other acute coronary syndromes.

If the above tests are inconclusive or superseded by technological advances, we'll consider other appropriate and medically recognised tests.

### **Heart valve surgery – of specified severity**

The surgical repair or replacement of a defective heart valve or valves, as a consequence of heart valve defects or abnormalities that cannot be corrected by non-surgical techniques.

### **HIV contracted through medical procedures**

Accidental infection with Human Immunodeficiency Virus (HIV) as a direct result of one of the following medical procedures:

- ▶ blood transfusion, or transfusion with blood products
- ▶ organ transplant to the insured person
- ▶ assisted reproductive techniques, or
- ▶ any other procedure or operation performed by a *doctor* or dentist.

The procedure must have occurred in Australia and have been performed by a recognised and registered *doctor* or dentist.

Any event that might lead to a claim must be reported to us within 14 days. The claim must be supported by a negative HIV antibody test on a blood sample taken immediately after the event.

We must have access to the blood sample tested and must be able to take further samples if we think this is needed.

Seroconversion must occur within six months of the event.

A benefit will not be paid if any of the following are true:

- ▶ the HIV infection has any other cause, including sexual activity or recreational intravenous drug use, or
- ▶ the Australian Government has approved a treatment which makes HIV inactive and non-infectious.

### HIV contracted through your work

Infection with Human Immunodeficiency Virus (HIV) as a result of an injury while the insured person is working at their normal occupation.

You (or someone representing you) must tell us that the insured person:

- ▶ may have become infected within 14 days of the accidental incident, and
- ▶ has become infected within 14 days of the diagnosis of infection.

Documented proof must be provided by you to us that:

- ▶ The accidental incident happened at work and involved a definite source of infection. The proof must include copies of the incident report, the name of the witnesses to the incident and confirmation of the source of infection.
- ▶ The HIV is a new infection and that seroconversion from the relevant negative antibodies or antigens to positive antibodies or antigens has taken place within six months of the incident.

A benefit will not be paid if any of the following are true:

- ▶ the HIV infection has any other cause, including sexual activity or recreational intravenous drug use,
- ▶ before the Injury the Australian Government has recommended an HIV vaccine for use in the insured person's occupation, but the insured person has not taken this vaccine, or
- ▶ the Australian Government has approved a treatment which makes HIV inactive and non-infectious.

Infections that occur or continue despite you having taken the preventative vaccine or the approved treatment will be covered.

### Loss of independence – of specified severity

The insured person suffers a loss of independence as a result of sickness or injury if they:

- ▶ are permanently unable to perform two or more *activities of daily living* (ADL) without physical help from someone else, or
- ▶ have permanent *severe cognitive impairment*.

The loss of independence circumstances must have existed continuously for at least six months.

### Loss of speech – total and permanent

Total and permanent loss of ability to speak. A claim can only be made once the initial diagnosis is reconfirmed after three months.

### Major brain injury – of specified severity

Physical head injury that results in the insured person suffering either:

- ▶ a permanent loss of at least 25% of *whole person function*,
- ▶ permanent loss of the ability to perform one or more *activities of daily living* (ADL) without physical help from someone else, or
- ▶ permanent *severe cognitive impairment*.

The permanent loss or impairment described above must have existed continuously for at least six months.

### Major burns – of specified severity

Full thickness burns to 20% or more of the body surface, or to 50% of the face or 50% of both hands requiring surgical debridement and/or grafting.

### Major organ or bone marrow transplant

The transplant, or placement on an Australian waiting list approved by us for:

- ▶ transplant of any of the following organs from a human donor to the insured person:
  - kidney
  - liver
  - heart
  - lung
  - pancreas
  - small bowel, or
- ▶ bone marrow transplant.

This treatment must be considered medically necessary and the condition affecting the organ or bone marrow deemed untreatable by any other means other than transplant, as confirmed by a *specialist*.

### Meningococcal Septicaemia – of specified severity

Severe infection in the blood stream that causes blood poisoning which results in a permanent impairment of at least 25% of *whole person function*.

### **Motor neurone disease – unequivocal diagnosis**

The progressive weakening and wasting of the muscles of the body. The unequivocal diagnosis of motor neurone disease must be certain and supported by neurological investigations.

### **Multiple sclerosis – of specified severity**

The progressive destruction of the insulating layer of myelin in the brain and/or spinal cord. The unequivocal diagnosis of multiple sclerosis must be by a neurologist.

There must be more than one episode of defined neurological deficit with persistent abnormalities. Neurological investigation such as lumbar puncture, MRI (Magnetic Resonance Imaging), evidence of lesions in the central nervous systems and evoked visual responses are required to confirm diagnosis.

### **Muscular dystrophy – unequivocal diagnosis**

The unequivocal diagnosis of muscular dystrophy by a neurologist on the basis of confirmatory neurological investigations.

### **Open heart surgery**

Open heart surgery for the treatment of a cardiac defect, cardiac aneurysm or benign cardiac tumour.

### **Out of hospital cardiac arrest**

Cardiac arrest which is not associated with any medical procedure and is documented by an electrocardiogram, occurs out of hospital and is due to cardiac asystole or ventricular fibrillation with or without ventricular tachycardia.

### **Paralysis- permanent and of specified severity**

Total and permanent loss of the function of two or more limbs caused by damage to the nervous system.

### **Parkinson's disease – of specified severity**

The unequivocal diagnosis of degenerative idiopathic Parkinson's disease, as characterised by the clinical manifestations of one or more of:

- ▶ rigidity
- ▶ tremor; or
- ▶ akinesia from degeneration of the nigrostriatal system.

All other types of parkinsonism (including but not limited to parkinsonism secondary to medication, vascular disease, drugs, metabolic conditions and infections) are excluded.

### **Parkinson-Plus syndrome – unequivocal diagnosis**

The unequivocal diagnosis by a neurologist of one of the following Parkinson-Plus (atypical parkinsonian) syndromes:

- ▶ Multiple Systems Atrophy (MSA)
- ▶ Progressive Supranuclear Palsy (PSP)
- ▶ Corticobasal Degeneration/Syndrome (CBD)
- ▶ Dementia with Lewy bodies (DLB)

The conditions stated above must be irreversible.

All other types of parkinsonism (including but not limited to parkinsonism secondary to medication, vascular disease, drugs, metabolic conditions and infections) are excluded.

### **Pneumonectomy – complete removal of entire lung**

The removal of an entire lung when considered the necessary and appropriate treatment.

### **Primary pulmonary hypertension – of specified severity**

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

### **Severe diabetes – of specified severity**

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

- ▶ Severe diabetic retinopathy resulting in visual acuity uncorrected and corrected of 6/36 or worse in both eyes
- ▶ Severe diabetic neuropathy causing motor and/or autonomic impairment
- ▶ Diabetic gangrene leading to surgical intervention
- ▶ Severe diabetic nephropathy causing chronic irreversible renal impairment (as measured by a corrected creatinine clearance below the laboratory/ies measured normal range).

### **Severe osteoporosis – before age 50 and of specified severity**

The insured person:

- ▶ before the age of 50, suffers at least two vertebral body fractures and/or a fracture of the neck of femur, due to osteoporosis, and
- ▶ has bone mineral density reading with a T-score of less than -2.5 (i.e. 2.5 standard deviations below the young adult mean for bone density). This must be measured in at least two sites by dual energy x-ray absorptiometry (DEXA).

### Stroke – in the brain and of specified severity

An incident in the blood vessels of the brain or bleeding in the brain leading to neurological effects that last for at least 24 hours.

There must be clear evidence on a CT (Computed Tomography), MRI (Magnetic Resonance Imaging) or similar scan that a stroke has occurred.

Transient ischaemic attacks, symptoms due to migraine, vascular disease of the optic nerve, physical head injury, reversible neurological deficit or any blood vessel incident outside the cranium, except embolism resulting in stroke, are excluded.

### Partial critical illness event definitions

#### Advanced endometriosis – of specified severity

The presence of endometrial tissue (normal lining of the uterus) outside the uterus, usually in the pelvic cavity.

Advanced endometriosis is a partial or complete obliteration of the cul-de-sac (Pouch of Douglas) by endometriotic adhesions, and/or the presence of endometriomas (cysts containing endometriotic material), and/or the presence of deep endometrial deposits involving the pelvic side wall, cul-de-sac and broad ligaments, or involving the wall of the bladder, ureter and bowel for which surgical treatment is required.

#### Adult onset insulin dependent diabetes mellitus

The diagnosis after the age of 30 of Type 1 diabetes mellitus for which insulin is required for survival.

#### Carcinoma in situ of the breast – of specified severity

The presence of histologically proven localised pre-invasive cancer in the breast, where cancer cells do not penetrate the basement membrane nor invade the surrounding tissues or stroma.

This includes, but is not limited to, pre-invasive cancer of the milk ducts or lobules.

#### Carcinoma in situ of the female reproductive organs - of specified severity

The presence of histologically proven carcinoma in situ of:

- ▶ corpus uteri
- ▶ fallopian tube
- ▶ ovary
- ▶ perineum (excluding skin equivalent cancers)
- ▶ vagina (excluding skin equivalent cancers)
- ▶ vulva (excluding skin equivalent cancers)
- ▶ cervix.

Carcinoma in situ means a focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissues. For the purposes of this definition, invasion means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The carcinoma in situ must be classified as TIS according to the TNM staging method or FIGO Stage 0.

#### Deafness in one ear – total and irreparable

The total, irreversible and irreparable loss of hearing in one ear, whether aided or unaided.

#### **Early stage benign brain tumour – of specified type**

The presence of a non-cancerous tumour of the brain or spinal cord, giving rise to symptoms of increased intracranial pressure such as papilledema, mental symptoms, seizures, or sensory/motor skills impairment. The diagnosis must be confirmed by a neurologist and the presence of the condition must be confirmed by imaging studies such as CT (Computed Tomography) or MRI (Magnetic Resonance Imaging).

The following are excluded:

- ▶ intracranial cysts, granulomas and haematomas
- ▶ intracranial malformation or of the arteries and veins, and
- ▶ tumours of the pituitary gland.

#### **Early stage chronic lymphocytic leukaemia (CLL) – of specified severity**

The presence of chronic lymphocytic leukaemia diagnosed as less than Rai stage 1 (characterised by lymphocytosis and enlarged lymph nodes).

#### **Early stage melanoma - of specified severity**

The presence of one or more malignant melanomas. The melanoma must be less than or equal to 1.0mm depth of invasion or Clark Level 3. The diagnosis must be by biopsy. The malignancy must be characterised by the uncontrollable growth and spread of malignant cells.

#### **Early stage prostate cancer – of specified severity**

The presence of prostate cancer histologically described as:

- ▶ TNM classification T1 (a) or (b) (or another equivalent classification), or
- ▶ a Gleason score of five or less.

#### **Facial reconstructive surgery and skin grafting – of specified severity**

The undergoing of skin grafting and plastic or reconstructive surgery above the neck which is deemed medically necessary for the treatment of facial disfigurement as a direct result of an *accident* requiring inpatient hospital treatment of the insured person. The *accident* must occur while the cover is in force.

#### **Guillain-Barre syndrome - of specified severity**

The unequivocal diagnosis by a neurologist of Guillain-Barre syndrome, requiring 6 consecutive weeks or more of inpatient hospitalisation and rehabilitation.

#### **Loss, or loss of use, of one foot or one hand – total and irrecoverable**

The total and irrecoverable:

- ▶ loss, or
- ▶ loss of use of one foot or one hand.

#### **Loss of sight in one eye – of specified severity**

The permanent loss of sight in one eye, whether aided or unaided, due to sickness or injury to the extent that visual acuity is 6/60 or less.

#### **Orchidectomy (as required to diagnose carcinoma in situ of the testicle) – with specified requirements**

The removal of one or both testes by radical orchidectomy as required to diagnose Carcinoma in situ (TIS) of the testicle.

The removal must be the appropriate and necessary treatment.

Orchidectomy for any other reason is specifically excluded.

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# Encompass

PROTECTION

To find out more about Encompass Protection, please visit our website at: [www.encompassprotect.com.au](http://www.encompassprotect.com.au)

For assistance, please contact us on the below details:

#### Customer service

Phone: 1300 476 030

Email: [customer@encompassprotect.com.au](mailto:customer@encompassprotect.com.au)

#### Claims

Phone: 1300 476 030

Email: [claims@encompassprotect.com.au](mailto:claims@encompassprotect.com.au)

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