



Life Insurance

# ACCELERATED PROTECTION POLICY

Policy Document



# PLEASE READ THIS POLICY DOCUMENT + KEEP IT IN A SAFE PLACE

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Congratulations on your new Policy.

#### **Important Notice**

Please read your Policy Document and Policy Schedule carefully to ensure that the details are correct and that the policy provisions meet your needs.

If for any reason you're not completely satisfied, you can return it to us within 30 days and you will receive a refund as described under the "Cooling Off Period" on page 4.

Always keep your Policy Document and Policy Schedule in a safe place, because you will need this if you ever have to make a claim.

# Contents

Part A_About the Policy	3
Part B_Life Plan Benefits	4
Part C_Income Plan Benefits	12
Part D_Limitations and exclusions	18
Part E_Premiums and charges	19
Part F_Making a claim	20
Part G_Definitions	22
Part H_Other information	27

# About the Policy

## Part A About the Policy

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### A.1 The Policy Document

#### **This is an important document**

This Policy Document, together with the Policy Schedule, sets out the terms of a contract of insurance between the Policy Owner (“you/your”) and TOWER Australia Limited (“we/us/our”).

The Policy Owner at the date the Policy is issued is shown in the Policy Schedule. Cover is provided for the Life Insured shown in the Policy Schedule.

This is an important document and should be kept in a safe place. You will need to provide this Policy Document and the Policy Schedule to us if you want to make a claim under the Policy.

#### **The structure of the Policy Document**

This Policy Document is divided into 8 parts:

- Part A About the Policy
- Part B Life Plan Benefits
- Part C Income Plan Benefits
- Part D Limitations and exclusions
- Part E Premiums and charges
- Part F Making a claim
- Part G Definitions
- Part H Other information

Some words and expressions used in this Policy Document have a particular meaning. These words and expressions are explained in Part G “Definitions” or in the Policy Schedule.

### A.2 Thirty day “cooling off” period

We want you to be completely satisfied with your Policy.

If you feel that it does not meet your needs and as long as you have not made a claim for benefits, you can return the Policy Document and Policy Schedule to us and request that it be cancelled. Your premium will be promptly refunded in full. Your request must be in writing and be made within 30 days of the Policy being issued.

### A.3 Coverage

The Policy provides cover 24 hours a day worldwide.

### A.4 Australian currency

All premiums and benefits payable under the Policy must be paid in Australian currency.

### A.5 Guarantees

#### **Guaranteed renewal of cover**

As long as you and the Life Insured have complied with the Duty of Disclosure which is set out in the Product Disclosure Statement, answered all questions we have asked accurately and completely, and paid the premiums when due, the Policy continues until the cover ends (see Part A.8). This guarantee applies regardless of any change in the Life Insured’s health or personal circumstances.

### **Premium rates**

Your Policy cannot be singled out for an increase in premium rates because of an adverse change in the health or circumstances of the Life Insured. More information about premiums, including the circumstances in which we can change premium rates, is set out in Part E.

### A.6 Commitment to upgrade policies

We will always look to upgrade existing policies with future developments and improvements to benefits. When improvements to benefits are made to new policies without increasing the premium rates, then those improvements will be offered to existing policy owners wherever possible.

Should a situation arise where a policy owner is disadvantaged in any way as a result of an upgrade, then the previous conditions will prevail.

### A.7 Who we pay

If you’ve nominated one or more beneficiaries to receive the Life Plan Benefit, we will pay the benefit in accordance with your valid nomination.

Otherwise, all payments made by us under the Policy will be made to you, or if you have died, to your legal personal representative or a person we are permitted to pay under the Life Insurance Act.

### A.8 When does cover start and end?

If you are accepted for the Accelerated Protection Policy you’ll receive a number of important documents. The first document will be the Customer Confirmation Pack, which includes your answers to the questions we have asked during the application process. When you receive the Customer Confirmation Pack you need to read it carefully, approve it with your signature and return it to us within 45 days. If there is any information contained within the Customer Confirmation Pack that you don’t agree with or is incorrect, please mark up any changes on the Policy Declaration form and send back to us so we can make the necessary adjustments to your application. During this 45 day period, TOWER will send reminders and contact you and your adviser to help you manage this process. Your response to the Customer Confirmation Pack is critical to our decision to accept your application. Therefore should we not receive the Customer Confirmation Pack back from you within the 45 days period we will have no alternative other than to lapse your cover under this insurance policy. The lapsing of the policy will take place despite anything to the contrary contained in this PDS and/or any other Policy Document.

The cover provided for each Life Insured and the date that the policy starts for that Life Insured is shown in the Policy Schedule.

# Life Plan Benefits

Cover for some benefits does not start immediately and a waiting period may apply. This is explained in the information about each benefit in Part B and Part C of this Policy.

If this Policy is to replace an existing policy, you must cancel that other policy as soon as we issue this Policy. If you do not cancel that other policy, in the event of a claim, the sum insured for any benefits under this Policy will be reduced by the sum insured for the equivalent benefits under the other policy.

The end date for cover varies between the Life Plan and the Income Plan.

### Life Plan

Cover for a Life Insured under the Life Plan ends on the earliest of:

- the date we receive your written request to cancel the Policy or cover in respect of the Life Insured,
- when the Policy lapses due to non-payment of premiums,
- the Life Insured's 99th birthday,
- the Life Insured's 65th birthday for Stand-Alone TPD,
- the Life Insured's 70th birthday for Stand-Alone Critical Illness,
- the death of the Life Insured, or
- the Life Plan Benefit, in respect of the Life Insured, is reduced to nil because the Terminal Illness Benefit, the Total and Permanent Disability Benefit or the Critical Illness Benefit becomes payable.

### Income Plan

Cover under the Income Plan ends on the earliest of:

- the date we receive your written request to cancel the Policy or cover in respect of the Life Insured,
- when the Policy lapses due to non-payment of premiums,
- the Life Insured's 65th birthday, or
- the death of the Life Insured.

Cover for a particular benefit provided for a Life Insured may end earlier. If so this is explained in Part B and Part C where we set out the terms applying to particular benefits.

## Part B Life Plan Benefits

### Standard Benefits

There are some circumstances in which we will not pay a benefit. These circumstances are set out in Part D "Limitations and exclusions".

You must also satisfy our claim requirements before we pay you a benefit, as set out in Part F "Making a claim".

Subject to that, we will pay you a benefit in the circumstances set out in this Part B.

### B.1 Life Plan Benefit

We will pay the Life Plan Benefit if a Life Insured dies while covered under the Policy.

The amount we pay under the Life Plan Benefit is the Life Plan Benefit sum insured at the date of death. The Life Plan Benefit sum insured is shown in the Policy Schedule, as varied in accordance with the terms of the Policy.

### B.2 Terminal Illness Benefit

The Terminal Illness Benefit does not apply to Stand-Alone TPD or Stand-Alone Critical Illness

Where a Life Insured is diagnosed as being Terminally Ill, the Life Plan Benefit may be paid prior to the date of death subject to your agreement.

Two Medical Practitioners must certify the extent of the Sickness or Injury, one being the Medical Practitioner treating the condition and the other being a Medical Practitioner nominated by us who must confirm the diagnosis and likelihood of death.

The amount we pay under the Terminal Illness Benefit is the Life Plan Benefit sum insured at the date of Terminal Illness.

### B.3 Advanced Payment Benefit

The Advanced Payment Benefit does not apply to Stand-Alone TPD or Stand-Alone Critical Illness

The Advanced Payment Benefit is an advance payment of \$10,000 from the Life Plan Benefit. This Benefit will be paid when the death certificate of the Life Insured is provided to us.

Where the Policy is owned directly by you the benefit will be paid to the person who is entitled to receive the Life Plan Benefit on the death of the Life Insured.

It should be noted that any payment of the Advanced Payment Benefit will reduce the final amount payable under the Life Plan Benefit.

The Advanced Payment Benefit will not apply in the first three years if the Life Insured's death was not the result of an Accident.

Thereafter, the Advanced Payment Benefit will apply regardless of the cause of death.

Payment of the Advanced Payment Benefit does not mean any admission or acceptance of any claim or liability regarding current or future payments under the Policy.

Should our claims assessment find that the Life Plan Benefit will not be paid due to a breach of the Duty of Disclosure or the operation of Part D.1 of this Policy, you will be required to repay the Advanced Payment Benefit.

### B.4 Financial Planning Benefit

If we pay 100% of the Life Plan, Total and Permanent Disability or Critical Illness Benefit, we will also reimburse the costs associated with preparation of a financial plan by a financial adviser for the person(s) to whom we paid 100% of the Life Plan, Total and Permanent Disability or Critical Illness Benefit.

The following conditions apply to the Financial Planning Benefit:

## Part B Life Plan Benefits

- The maximum total amount we pay under the Financial Planning Benefit is \$1,000.
- The Financial Planning Benefit is only payable for the reimbursement of fees actually paid to the financial adviser for the preparation of the financial plan where the fees were paid by the person(s) to whom we paid 100% of the Life Plan, Total and Permanent Disability or Critical Illness Benefit. (It does not apply to any commissions which may be received by the financial adviser as a result of decisions to implement recommendations made in the financial plan).
- We must receive evidence, which is acceptable to us, of the financial planning advice received before the Financial Planning Benefit is payable and the financial plan must be received within 12 months of the payment of 100% of the Life Plan, Total and Permanent Disability or Critical Illness Benefit.
- The Financial Planning Benefit is not payable in relation to the Advanced Payment Benefit and is only payable once.
- The Financial Planning Benefit will only be paid once per Life Insured across all policies issued by us in respect of that Life Insured. The financial adviser who provides the financial plan must be an Australian Financial Services Licensee or an Authorised Representative of an Australian Financial Services Licensee.

### B.5 Accommodation Benefit

If we pay 100% of the Terminal Illness, Total and Permanent Disability or Critical Illness Benefit for a Life Insured, and a Medical Practitioner certifies that the Life Insured must remain confined to bed due to the reason for which we paid 100% of the Terminal Illness, Total and Permanent Disability or Critical Illness Benefit, and:

- the Life Insured is more than 100 kilometres from their home and an Immediate Family Member is required to travel from their home to be with the Life Insured, or
- an Immediate Family Member is required to travel more than 100 kilometres from their home to be with the Life Insured,

we will reimburse the accommodation costs of the Life Insured's Immediate Family Member up to a maximum of \$150 per day for each day that the Life Insured remains confined to bed and their Immediate Family Member remains away from their home, for a maximum of 14 days.

The reimbursement of accommodation costs must be claimed within six weeks of 100% of the Terminal Illness, Total and Permanent Disability or Critical Illness Benefit being paid. We must receive evidence which is acceptable to us of the Life Insured's confinement to bed and of the payment of the accommodation costs.

### B.6 Guaranteed Future Insurability Benefit

Under the Guaranteed Future Insurability Benefit, you can increase the Life Plan Benefit, Total and Permanent Disability Benefit and Critical Illness Benefit (if applicable) for a Life Insured subject to:

- an application in writing for an increase being made within 30 days of an Allowable Event (as described

- below) or within 30 days of the Policy anniversary following an Allowable Event,
- the Life Insured being less than age 55 at the time of the Allowable Event,
- the increase being up to the lesser of:
  - 25% of the original Life Plan, Total and Permanent Disability and Critical Illness Benefit (as applicable),
  - \$200,000,
  - five times the annual amount of salary increase (if applicable), or
  - the amount of mortgage being taken out (if applicable)
- total death cover on the Life Insured (including the cover with TOWER and any other organisation) being less than \$2,500,000,
- total Total and Permanent Disability cover on the Life Insured (including the cover with TOWER and any other organisation) being less than \$2,500,000,
- total Critical Illness cover on the Life Insured (including cover with TOWER and any other organisation) being less than \$1,500,000, and
- evidence, satisfactory to us, of the Allowable Event being provided.

Using this benefit, the maximum amount by which you can increase the Life Plan, Total and Permanent Disability and Critical Illness Benefit over the life of the Policy is the lower of:

- the original Life Plan, Total and Permanent Disability and Critical Illness Benefit, and
- \$1,000,000,

subject to total cover (with TOWER and any other organisation) not exceeding \$2,500,000 for death and Total and Permanent Disability.

If Total and Permanent Disability and/or Critical Illness Benefits are attached to the Life Plan, the Total and Permanent Disability and Critical Illness Benefit (if applicable) cannot exceed the Life Plan Benefit and must be within the above limits.

Only one Guaranteed Future Insurability Benefit (either Personal or Business) may be exercised in any 12 month period.

The premium for the new Life Plan, Total and Permanent Disability and Critical Illness Benefit (if applicable) will be calculated in line with the original policy terms at the date that the Guaranteed Future Insurability is exercised.

If cover increases as a result of the Guaranteed Future Insurability Benefit, changes in the health, occupation or pursuits of the Life Insured will not be taken into account.

Allowable Events are:

#### Personal

- the birth of a child where the Life Insured is a parent,
- the adoption of a child by the Life Insured,
- a dependent child of the Life Insured starts secondary school,
- marriage of the Life Insured,
- a change in employment status of the Life Insured

## Life Plan Benefits

where the Life Insured's salary increases by at least \$10,000 a year, and

- taking out a mortgage by the Life Insured (either alone or jointly with another person) on the purchase of a new home which is the primary residence of the Life Insured.

### Business

- an increase in the Life Insured's value to the business, where the insured person is a key person in that business,
- an increase in the Life Insured's financial interest in the business, whether as a partner, shareholder or unit holder, and the Policy forms part of a buy-sell, share purchase or business succession agreement, and
- an increase in the loan liability of the business, and for which the Life Insured is the primary guarantor.

During the first six months after exercising the Guaranteed Future Insurability Benefit, the increased portion of the Life Plan, Total and Permanent Disability and Critical Illness Benefit (if applicable) will only be paid in the event of the Life Insured suffering:

- Accidental Death, or
- Critical Illness or Total and Permanent Disability that is caused by Accident (if applicable).

This benefit is not available if:

- a loading or exclusion has been applied to the cover for the Life Insured; or
- or the Life Plan results from applying the Death Buy Back on Total and Permanent Disability; or
- the Life Plan Benefit results from applying the Death Buy Back on Critical Illness; or
- the Critical Illness Benefit results from applying the Critical Illness Buy Back Option.

### B.7 Inflation Protection Benefit

Unless otherwise stated in the Policy Schedule, we will, on each Policy anniversary before the Life Insured's 99<sup>th</sup> birthday, increase the sum insured for each benefit shown in the Policy Schedule, under the Life Plan, for each Life Insured by the greater of:

- an annual rate determined by us based on the Indexation Factor, or
- 5%.

You have the option of not accepting any increase as long as such option is exercised in writing within 30 days of the date on which the option takes effect.

### Optional Benefits

The following Optional Benefits only apply under the Life Plan if they appear in the Policy Schedule:

- Total and Permanent Disability Benefit,
- Stand-Alone TPD,
- Death Buy Back on Total and Permanent Disability,
- Waiver of Premium on Total Disability,
- Critical Illness Benefit,
- Stand-Alone Critical Illness,
- Critical Illness Buy Back,
- Line of Cover.

### B.8 Total and Permanent Disability Benefit Option

We will pay the Total and Permanent Disability Benefit if a Life Insured becomes Totally and Permanently Disabled while covered under the Total and Permanent Disability Option.

The amount we pay under the Total and Permanent Disability Benefit is the Total and Permanent Disability Benefit sum insured which is shown in the Policy Schedule, as varied in accordance with the terms of the Policy.

An advanced payment will be made under this Benefit when the Life Insured suffers the total and irrecoverable Loss of a Single Limb or the Loss of Sight in an Eye. The amount payable will be the lesser of 25% of the Total and Permanent Disability sum insured or \$500,000. This is payable only once and the Total and Permanent Disability Benefit sum insured will be reduced by the amount paid for the Loss of a Single Limb or the Loss of Sight in One eye. This advanced payment is payable only if the condition or the circumstances leading to the claim first occurs after the plan start date.

The meaning of Total and Permanent Disability depends on which of the following definitions applies to the Life Insured under the Policy:

- 'Any Occupation' definition (see Part B.8.1),
- 'Own Occupation' definition (see Part B.8.2),
- 'Long Term Care' definition (see Part B.8.3).

The Policy Schedule will show whether an 'Any Occupation' definition or an 'Own Occupation' definition of Total and Permanent Disability applies to the Life Insured.

From the Life Insured's 65th birthday, the meaning of 'Total and Permanent Disability', and 'Totally and Permanently Disabled' will automatically change to the 'Long Term Care' definition.

#### B.8.1 Any Occupation definition

Where the 'Any Occupation' definition applies, 'Total and Permanent Disability' and 'Totally and Permanently Disabled' means that we are satisfied that:

- solely because of a Sickness or Injury, the Life Insured has not worked in any occupation for three consecutive months and is incapacitated to such an

## Part B Life Plan Benefits

extent as to render the Life Insured unlikely ever to be able to work in any occupation for which they are reasonably suited by training, education or experience which would pay remuneration at a rate greater than 25% of the Life Insured's earnings during their last twelve months of work, or

- solely because of a Sickness or Injury, the Life Insured has suffered at least a permanent 25% impairment of Whole Person Function and has not been working in any occupation, and is incapacitated to such an extent as to render the Life Insured unlikely ever to be able to work in any occupation for which they are reasonably suited by training, education or experience, or
- the Life Insured suffers the loss of:
  - both feet, both hands or sight in both eyes, or
  - any combination of two of, a hand, a foot or sight in an eye.  
'Loss' in this instance means the total and permanent loss of:
  - the use of the hand or foot from the wrist or ankle joint, or
  - sight to the extent that visual acuity in the eye, on a Snellen Scale after the correction by a suitable lens, is less than 6/60, or
- the Life Insured is totally and permanently unable to perform at least two of the five Activities of Daily Living without the physical assistance of another person.

From the Life Insured's 65th birthday, the meaning of 'Total and Permanent Disability', and 'Totally and Permanently Disabled' will automatically change to the 'Long Term Care' definition.

### B.8.2 Own Occupation definition

Where the 'Own Occupation' definition applies, 'Total and Permanent Disability' and 'Totally and Permanently Disabled' means that we are satisfied that:

- solely because of a Sickness or Injury, the Life Insured has not worked in any occupation for three consecutive months and is incapacitated to such an extent as to render the Life Insured unlikely ever to be able to work in their Own Occupation, or
- solely because of a Sickness or Injury, the Life Insured has suffered at least a permanent 25% impairment of Whole Person Function and has not been working in any occupation, and is incapacitated to such an extent as to render the Life Insured unlikely ever to be able to work in their Own Occupation, or
- the Life Insured suffers the loss of:
  - both feet, both hands or sight in both eyes, or
  - any combination of two of, a hand, a foot or sight in an eye.

'Loss' in this instance means the total and permanent loss of:

- the use of the hand or foot from the wrist or ankle joint, or
- sight to the extent that visual acuity in the eye, on

a Snellen Scale after the correction by a suitable lens, is less than 6/60, or

- the Life Insured is totally and permanently unable to perform at least two of the five Activities of Daily Living without the physical assistance of another person.

From the Life Insured's 65th birthday, the meaning of 'Total and Permanent Disability', and 'Totally and Permanently Disabled' will automatically change to the 'Long Term Care' definition.

### B.8.3 Long Term Care definition

Where the 'Long Term Care' definition applies 'Total and Permanent Disability' and 'Totally and Permanently Disabled' means that we are satisfied that the Life Insured suffers:

- Loss of Limbs; or
- Total Blindness; or
- Loss of Independent Existence

### B.8.4 Single Benefit

Unless "Double Benefit" or "Stand-Alone TPD" is shown on the Policy Schedule, the Life Plan and Critical Illness Benefit sum insured for the Life Insured who is Totally and Permanently Disabled will be reduced by any amount payable under the Total and Permanent Disability Benefit. If the amount payable under the Total and Permanent Disability Benefit is the same or greater than the Life Plan Benefit sum insured, all cover for the Life Insured will end when the Total and Permanent Disability Benefit becomes payable.

### B.8.5 Double Benefit

If "Double Benefit" applies to the Life Insured, which is shown in the Policy Schedule, and the Total and Permanent Disability Benefit becomes payable:

- the Life Plan Benefit sum insured will not be reduced, and
- all future premiums due in respect of that part of the Life Plan Benefit equal to the Total and Permanent Disability Benefit paid will be waived.

From the Life Insured's 65th birthday, "Double Benefit" Total and Permanent Disability will automatically change to the "Single Benefit" Total and Permanent Disability (see Part B.8.4).

The Life Plan Benefit will not be eligible for increases under the Guaranteed Future Insurability Benefit (see Part B.6), or the Line of Cover Option (see Part B.11), after the Total and Permanent Disability Benefit becomes payable.

### B.8.6 Stand-Alone TPD

If "Stand-Alone TPD" is shown in the Policy Schedule:

- the Advanced Payment Benefit (see part B.3) will not apply; and
- the Terminal Illness Benefit (see Part B.2) will not apply; and
- cover will end on the Life Insured's 65th birthday; and
- if the Total and Permanent Disability Benefit becomes payable, the Life Plan Benefit sum insured (if applicable) and Critical Illness Benefit (if applicable) will not be reduced.

## Life Plan Benefits

### B.8.7 Adjustment of benefits

Except where "Stand-Alone TPD" or "Double TPD" is shown on the Policy Schedule in relation to a Life Insured, the amount payable under the Total and Permanent Disability Benefit will reduce the sum insured under the Critical Illness Benefit, if applicable, for the Life Insured.

### B.8.8 Death Buy Back on Total and Permanent Disability

The Death Buy Back on Total and Permanent Disability option is not applicable if "Double Benefit" Total and Permanent Disability or "Stand-Alone TPD" is shown in the Policy Schedule.

The Death Buy Back on Total and Permanent Disability option can be exercised after a Total and Permanent Disability Benefit has been paid. The amount of cover that you may purchase is the amount of the Total and Permanent Disability Benefit paid.

Under the Death Buy Back on Total and Permanent Disability option you can purchase death cover on the Life Insured under the Life Plan. If the Life Plan is no longer sold by us, you can purchase death cover under our life insurance product that replaces it. The Death Buy Back on Total and Permanent Disability option can be exercised without having to provide evidence of health, occupation or pursuits.

You must notify us in writing of your intention to exercise the Death Buy Back on Total and Permanent Disability option within 30 days of the 12 month anniversary of the full Total and Permanent Disability Benefit having been paid.

The Death Buy Back on Total and Permanent Disability option will expire if not exercised before the earlier of:

- 30 days after its due date, which is 12 months after the Total and Permanent Disability Benefit has been paid, or
- the 65th birthday of the Life Insured.

The premium for the repurchased death cover will be based on our standard premium rates for the age of the Life Insured at the time the option is exercised and will take into account any extra premiums charged, and special provisions that apply to the original Life Plan Benefit.

The repurchased death cover will not be eligible for increases under the Guaranteed Future Insurability Benefit or the Line of Cover Option.

### B.9 Waiver of Premium Option on Total Disability

On the Total Disability of a Life Insured while covered under the Waiver of Premium Option on Total Disability, we will waive all future premiums falling due for that Life Insured until the earliest of:

- the Life Insured returning to work, or
- the Life Insured earning an income, or
- the Life Insured's 65th birthday.

Total Disability means we are satisfied that:

- the Life Insured has suffered total and irrecoverable loss of the:
  - sight of both eyes, or
  - use of two limbs, or
  - sight of one eye and the loss of the use of one whole hand, or whole foot,

OR

- the Life Insured becomes so disabled by Sickness or Injury that he or she is unable to perform his or her Own Occupation for a period of three consecutive months and is not working in any Gainful Occupation.

If the Life Insured is wholly engaged in full time unpaid home duties at the date of the event causing Total Disability, then Total Disability means we are satisfied that the Life Insured is so disabled by Sickness or Injury that he or she will never be able to perform at least two of the five Activities of Daily Living, without the physical assistance of another person.

### B.10 Critical Illness Benefit Option

We will pay the Critical Illness Benefit, under the Life Plan, if a Life Insured suffers a Critical Illness while covered for the Critical Illness Benefit and before he or she attains the age of 70.

The conditions covered by the Critical Illness Benefit are:

- Heart conditions
  - Angioplasty\*
  - Angioplasty – Triple Vessel\*
  - Cardiomyopathy
  - Coronary Artery Bypass Surgery\*
  - Heart Valve Surgery\*
  - Major Abdominal Aortic Surgery\*
  - Myocardial Infarction (Heart Attack)\*
  - Primary Pulmonary Hypertension
- Neurological conditions
  - Alzheimer's Disease
  - Cerebrovascular Accident (Stroke)\*
  - Coma
  - Dementia
  - Encephalitis and Meningitis
  - Major Head Trauma
  - Motor Neurone Disease
  - Multiple Sclerosis
  - Muscular Dystrophy
  - Meningococcal Disease
  - Paralysis
  - Parkinson's Disease
- Blood disorders
  - Aplastic Anaemia
  - Occupationally and Medically Acquired HIV
- Cancer
  - Benign Brain Tumour
  - Cancer\*
  - Carcinoma In Situ\*

## Part B Life Plan Benefits

- Chronic Lymphocytic Leukaemia\*
- Melanoma\*
- Organ disorders
  - Chronic Liver Failure
  - Chronic Lung Failure
  - Chronic Renal Failure (Kidney Failure)
  - Major Organ Transplant
  - Severe Burns
  - Pneumonectomy
- Permanent conditions
  - Loss of Independent Existence
  - Loss of Limbs
  - Loss of Speech
  - Total Blindness
  - Total Deafness

We will only pay for conditions noted with an asterisk\* where symptoms of the condition (or the symptoms leading to diagnosis or the need for surgery) first manifest after 90 days have elapsed since:

- the Critical Illness Benefit Commencement Date,
- the date of an increase in the Critical Illness Benefit sum insured which you apply for and we accept (but only in respect of the amount of the increase), and
- the most recent reinstatement of the Policy,

unless the Critical Illness Benefit replaces comparable critical illness cover with another life insurance company which was in place and had been in place for at least 90 days immediately before the Critical Illness Benefit Commencement Date (but only up to the amount insured under the cover which has been replaced).

The amount we pay under the Critical Illness Benefit is the Critical Illness Benefit sum insured at the date the Life Insured first suffered the Critical Illness condition and is paid when we receive proof, to our satisfaction, that the Life Insured has suffered a Critical Illness, subject to the following:

- if the condition giving rise to the payment of the Critical Illness Benefit sum insured was already covered at the Critical Illness Benefit Commencement Date by a policy issued by another insurer, the Critical Illness Benefit sum insured will be reduced so that when added to any amount paid or payable under the other policy, the total does not exceed \$1,500,000 (adjusted by the Indexation Factor applied since the commencement date of each policy), and
- payment for Angioplasty is limited to 25% of the sum insured, subject to a minimum of \$10,000 and a maximum of \$50,000 (The Critical Illness Benefit sum insured is then reduced by the amount paid and the premium is reduced accordingly),
- payments under the Advancement Benefit are limited to 25% of the sum insured, subject to a minimum of \$10,000 and a maximum of \$25,000 (The Critical Illness Benefit sum insured is then reduced by the amount paid and the premium is reduced accordingly).

The Critical Illness Benefit sum insured is shown in the Policy Schedule, as varied in accordance with the terms of the Policy.

When the Critical Illness Benefit sum insured becomes payable for a Life Insured the Life Plan Benefit sum insured and the Total and Permanent Disability Benefit sum insured, for the Life Insured, will be reduced by the amount payable.

If the Life Plan Benefit sum insured or the Total and Permanent Disability Benefit sum insured is reduced to nil, all cover under the Policy for the Life Insured will end.

### B.10.1 Stand-Alone Critical Illness

If “Stand-Alone Critical Illness” is shown in the Policy Schedule:

- the Critical Illness Benefit will only become payable if the Life Insured survives for at least 14 days from diagnosis of the Critical Illness condition; and
- the Advanced payment Benefit (see part B.3) will not apply; and
- the Terminal Illness benefit (see part B.2) will not apply; and
- the Death Buy Back on Critical Illness facility (see part B.10.2) will not apply; and
- if the Critical Illness Benefit sum insured becomes payable for a Life Insured, the Life Plan Benefit sum insured (if applicable) and the Total and Permanent Disability Benefit sum insured (if applicable) will not be reduced.
- if the Total and Permanent Disability Benefit sum insured (if applicable) becomes payable, the Stand-Alone Critical Illness sum insured will not be reduced.

### B.10.2 Death Buy Back on Critical Illness

The Death Buy Back on Critical Illness facility is only applicable if the Critical Illness Benefit is shown in the Policy Schedule.

The Death Buy Back on Critical Illness facility does not apply if “Stand-Alone Critical Illness” is shown in the Policy Schedule.

Following the payment of 100% of the Critical Illness Benefit for a Life Insured, you may repurchase (buy back) death cover only, one year after the payment of the relevant benefit, without evidence of insurability of the Life Insured. If the Life Plan is no longer sold by us, you can purchase death cover under our life insurance product that replaces it.

The premium for the repurchased death cover will be based on our standard premium rates for the age of the Life Insured at the time the option is exercised and will take into account any extra premiums charged, and special provisions that applied to the original Life Plan Benefit.

This option can be exercised by notice in writing to us within 30 days of the benefit payment anniversary date.

## Life Plan Benefits

The repurchased death cover will not be eligible for increases under the Guaranteed Future Insurability Benefit (see Part B.6), or the Line of Cover Option (see Part B.11).

### B.10.3 Advancement Benefit

The Advancement Benefit will be paid when the Life Insured is diagnosed by a Medical Specialist as suffering from:

- Motor Neurone Disease,
- Multiple Sclerosis,
- Muscular Dystrophy,
- Parkinson's Disease, or
- Primary Pulmonary Hypertension.

For the purposes of the Advancement Benefit only, Motor Neurone Disease, Multiple Sclerosis, Muscular Dystrophy, Parkinson's Disease and Primary Pulmonary Hypertension have their normal medical meaning rather than the meaning defined in the Critical Illness Definitions in Part G.2. This means that payment of the Advancement Benefit does not necessarily mean the Critical Illness Benefit will be paid.

The Advancement Benefit will also be paid:

- if the Life Insured has been placed on a waiting list to receive a major organ transplant and that procedure is unrelated to any previous procedure or surgery undergone by the Life Insured, or
- upon the occurrence of Carcinoma In Situ, Chronic Lymphocytic Leukaemia or Melanoma.

The amount to be paid will be 25% of the Critical Illness Benefit subject to a minimum payment of \$10,000 and a maximum payment of \$25,000. Only one Advancement Benefit will be paid in respect of the Life Insured. The Critical Illness Benefit sum insured will be reduced by the Advancement Benefit paid.

In the event the Advancement Benefit has been paid, and we later avoid the cover from the Commencement Date, you must pay back the Advancement Benefit amount paid.

### B.10.4 Critical Illness Buy Back Option

One year after 100% of the Critical Illness Benefit has been paid you can apply to buy back up to 100% of the Critical Illness cover for that Life Insured without having to provide evidence of health, occupation or pursuits.

You can apply to exercise this option only within a period of 30 days after the first anniversary of the payment of 100% of the Critical Illness Benefit. If your Policy includes this option, we will allow you to buy back Critical Illness cover on the following basis:

- the Critical Illness Benefit sum insured must not exceed 100% of the Critical Illness Benefit paid,
- there will be no further underwriting,
- the bought back cover will not be eligible for any of the optional benefits available under the Critical Illness Benefit Option, including the Critical Illness Buy-Back Option,
- the bought back cover will not be eligible for increases under the Inflation Protection Benefit, or the Guaranteed Future Insurability Benefit, and

- the premium for the repurchased Critical Illness cover will be based on our standard premium rates for the age of the Life Insured at the time the option is exercised and any extra premiums charged, original exclusions or special conditions applicable under your Critical Illness Benefit will be maintained under the bought back cover.

If the Life Insured is subsequently diagnosed with a Critical Illness condition, we will pay a claim under the bought back cover provided the Critical Illness condition occurred or was diagnosed or the circumstances/symptoms leading to diagnosis became apparent, after the Critical Illness cover was bought back, subject to the conditions below.

We will not pay a claim under the bought back cover if the Critical Illness condition:

- is the same as the original Critical Illness condition, or
- is directly or indirectly caused by or related to the original Critical Illness condition, or symptoms or condition(s) which caused the occurrence of the original Critical Illness condition, or
- is a Loss of Independent Existence, or
- is a Heart Condition and the original Critical Illness condition was also a Heart Condition, or
- is a Stroke or Paralysis (directly or indirectly resulting from a Stroke) and the original Critical Illness Event was a Heart Condition.

In the above paragraph, Heart Condition means any of the following Critical Illness Events: Major Abdominal Aortic Surgery, Coronary Artery Bypass Surgery, Myocardial Infarction, Heart Valve Surgery, Cardiomyopathy, Angioplasty – Triple Vessel, Primary Pulmonary Hypertension (as defined in Part G.2).

This option cannot be exercised where:

- a Total and Permanent Disability or Terminal Illness Benefit is paid, or
- a benefit is paid for Angioplasty, or
- a benefit is paid under the Advancement Benefit, or
- the Life Insured has turned 65.

### B.11 Line of Cover Option

The Line of Cover Option does not apply if Critical Illness, "Double Benefit" Total and Permanent Disability or "Stand-Alone TPD" is shown on the Policy Schedule.

Under the Line of Cover Option, you can apply to increase the Life Plan and/or Total and Permanent Disability Benefit (if applicable) sum insured for a Life Insured without the need for further evidence of health, occupation or pursuits, subject to appropriate financial evidence being provided.

The Line of Cover Option is available for the following business events:

- business value – an increase in the Life Insured's share or value of the business entity for which this cover was originally established,
- key person value (arm's length employee with no ownership or financial interest in the business entity) – an increase in the value of the Life Insured key

## Part B Life Plan Benefits

person to the business entity for which the cover was originally established, or

- loan guarantee – an increase in level of a business loan for which the Life Insured is a guarantor.

Any increase under the Line of Cover Option must be for the same business event for which the option was originally established. For example, if the Line of Cover Option was established for share purchase or partnership value (i.e. business value) then all increases must be for the identical reason (i.e. any increase cannot be for an increase in loan guarantee or increase in value of the key person). If the sum insured at the Policy Commencement Date is less than 100% of the value associated with the purpose of the business insurance, we will limit any future increases made under this option such that the amount insured as a proportion of the value associated with the business insurance purpose does not increase above that which applied at the Policy Commencement Date.

The maximum the Life Plan and Total and Permanent Disability Benefit (if applicable) can be increased to under the Line of Cover Option is:

- for the Life Plan Benefit, the lesser of up to three times the Life Plan Benefit at the Policy Commencement Date and \$2,500,000, and
- for the Total and Permanent Disability Benefit (if applicable), the lesser of up to three times the Total and Permanent Disability Benefit at the Policy Commencement Date and \$2,500,000 (including the cover with TOWER and any other organisation).

For example if your original Life Plan Benefit is \$500,000 the maximum increase available under the Line of Cover Option is \$1,000,000 bringing your total Life Plan Benefit to \$1,500,000.

The following rules also apply:

- the increase in the Life Plan and Total and Permanent Disability Benefit (if applicable) must not exceed the increase in value of the business event, using the same valuation basis as that used in the original application for the Line of Cover Option,
- if the Line of Cover Option is being exercised due to an increase in the level of loan guarantee, the increased Life Plan and Total and Permanent Disability Benefit (if applicable) cannot exceed the amount by which the loan guarantee has been increased,
- if the Total and Permanent Disability Benefit is being increased, the Life Plan Benefit must be increased by the same amount<sup>#</sup>, and
- for the first six months after the cover for the increased portion of Life Plan and Total and Permanent Disability Benefit starts, the increase in Life Plan and Total and Permanent Disability Benefit is only payable in the event of the Life Insured's death or Total and Permanent Disability if it is as a result of an Accident.

<sup>#</sup> The premium will increase to reflect the increase in cover. Please note that the increased cover does not apply until we have confirmed it, in writing, and you have paid the additional premium.

If you wish to increase the Life Plan and/or Total and Permanent Disability Benefit (if applicable) you must apply in writing within 30 days of the business event.

A limit of one increase can be made each year, and the reason for the increase must be the same as that adopted in the original application for the Line of Cover Option.

No increase is available if at the time of applying for the increase, you or anyone else has made or is entitled to make a claim in relation to the Life Insured under this Policy or any other policy providing cover for death, Terminal Illness, Total and Permanent Disability or Critical Illness.

To obtain the requested increase, you will need to apply to us in writing and provide us with:

- a confirmation that the Life Insured is actively at work in their usual occupation at the time you apply for the increase,
- a current valuation of the business provided by a qualified accountant or business valuer (who is the same person or firm who provided to us financial evidence of the value associated with the business insurance purpose for the purposes of our assessment of the original application for this option or such other person or firm agreed to by us, using the same methodology), and
- any other evidence, other than medical evidence, we may request to assess the application.

The Line of Cover Option will expire on the earliest of the following:

- the option is cancelled by the Policy Owner,
- the maximum increase limit for the Life Plan and/or Total and Permanent Disability Benefit (if applicable) has been reached,
- you are entitled to make a claim or we have paid a claim under this Policy,
- the anniversary of the Policy Commencement Date three years after the later of:
  - the Policy Commencement Date, and
  - the last increase under the option we approved
- cancellation of the Policy for non-payment of the premium,
- the Life Insured attaining the age of 65, or
- the death of the Life Insured.

If the Policy Schedule shows the Line of Cover Option, the following revised terms apply:

- the Inflation Protection Benefit does not apply but will apply on the first anniversary after expiry or cancellation of the Line of Cover Option provided the Policy has not been cancelled for non-payment of the premium,
- the Guaranteed Future Insurability Benefit does not apply,
- the Death Buy Back on Total and Permanent Disability does not apply,
- the Waiver of Premium Option does not apply, and
- "Double Benefit" Total and Permanent Disability does not apply.

# Income Plan Benefits

## Part C Income Plan Benefits

### C.1 Income Plan

There are two types of Income Plan, namely the Income Plan and the Income Plan Comprehensive.

The Standard Benefits are applicable to both the Income Plan and the Income Plan Comprehensive; however the Comprehensive Benefits only apply under the Income Plan Comprehensive.

The Income Plan or Income Plan Comprehensive only applies under this Policy if it appears in the Policy Schedule.

There are some circumstances in which we will not pay a benefit, or we will reduce the benefit we pay under the Income Plan and Income Plan Comprehensive. These circumstances are set out in Part D "Limitations and exclusions".

You must also satisfy our claim requirements before we pay you a benefit, as set out in Part F "Making a claim".

Subject to that, we will pay you a benefit in the circumstances set out in this Part C.

### Standard Benefits

#### C.1.1 Total Disability Benefit

If the occupation class of the Life Insured is 1, 1.5 or 2 as specified in the Policy Schedule the Total Disability Benefit will be paid:

- when the Life Insured has been either Totally or Partially Disabled for the Waiting Period, and
- then at the conclusion of the Waiting Period remains Totally Disabled.

If the occupation class of the Life Insured is 2.5, 3, 4 or 5 as specified in the Policy Schedule, the Total Disability Benefit will be paid:

- when the Life Insured has been Totally Disabled for 14 consecutive days during the Waiting Period,
- is Totally or Partially Disabled for the balance of the Waiting Period, and
- then at the conclusion of the Waiting Period remains Totally Disabled.

The amount paid will be the Monthly Benefit, taking into account any Plan Adjustments.

The Total Disability Benefit:

- starts to accrue after the Waiting Period ends,
- is paid monthly in arrears, and
- will stop on the earliest of the following events:
  - the Life Insured no longer being Totally Disabled,
  - the end of the Benefit Period, or
  - the Life Insured attains the age of 65.

#### C.1.2 Partial Disability Benefit

If the occupation class of the Life Insured is 1, 1.5 or 2 the Partial Disability Benefit will be paid:

- when the Life Insured has been either Totally or Partially Disabled for the Waiting Period, and
- then at the conclusion of the Waiting Period remains Partially Disabled.

If the occupation class of the Life Insured is 2.5, 3, 4 or 5 the Partial Disability Benefit will be paid:

- when the Life Insured has been Totally Disabled for 14 consecutive days during the Waiting Period,
- is either Totally or Partially Disabled for the balance of the Waiting Period, and
- then at the conclusion of the Waiting Period remains Partially Disabled.

The Partial Disability Benefit that will be paid will be:

$\frac{A - B}{A}$  x the Monthly Benefit,

taking into account any Plan Adjustments, where

**A** is the Life Insured's Pre-Disability Earnings, and

**B** is Monthly Earnings of the Life Insured in respect of the month to be paid.

If the Life Insured is unable to work more than 10 hours per week in their Own Occupation and his or her Monthly Earnings is less than their Pre-Disability Earnings then we will deem the loss to be 100%.

The Partial Disability Benefit:

- starts to accrue after the Waiting Period ends,
- is paid monthly in arrears, and
- will stop on the earliest of the following three events:
  - the Life Insured no longer being Partially Disabled,
  - the end of the Benefit Period, or
  - the Life Insured attains the age of 65.

Note: If Partial Disability from the same cause immediately follows a period of Total Disability (extending beyond the Waiting Period), the Waiting Period will not start again.

#### C.1.3 Inflation Protection Benefit

At each Policy anniversary, we will increase the Monthly Benefit and the Retirement Protection Option (if applicable) under the Income Plan and Income Plan Comprehensive by the Indexation Factor.

This increase will occur on each Policy anniversary unless:

- you tell us that the Inflation Protection Benefit is not to apply to your Policy, or
- premiums are being waived under the Waiver of Premium Benefit.

In the event of an increase, a new premium will be calculated to incorporate the increased Monthly Benefit and Retirement Protection Option (if applicable). This calculation will also take into account the Life Insured's age. We will not take into account any changes in the Life Insured's health, occupation or pursuits.

There is no maximum amount that the Monthly Benefit or Retirement Protection Option can be increased to under the Inflation Protection Benefit.

Increases under the Inflation Protection Benefit will cease on the earlier of:

- when you ask us not to increase the Monthly Benefit and the Retirement Protection Option (if applicable), or
- the Life Insured's 65th birthday.

#### **C.1.4 Concurrent Disability Benefit**

Under certain circumstances a Life Insured may become Totally or Partially Disabled as a result of separate and distinct Sicknesses or Injuries. In this instance claim entitlements under benefits, which are not payable concurrently, will be calculated in line with the benefit condition which provides the highest payment.

#### **C.1.5 Recurrent Disability Benefit**

When the Life Insured makes a claim on the Total or Partial Disability Benefit we understand that in certain circumstances the condition may reoccur from the same or a related cause during the term of the Income Plan or Income Plan Comprehensive.

Where this happens within twelve months of the claim ending it will be considered a continuation of the claim.

While the Waiting Period will not be reapplied all periods of claim will be added together for the purpose of assessing the maximum Benefit Period.

If the selected Benefit Period is two or five years, this is the most we will pay for any one or related Sickness or Injury during the term of the Plan.

If the Life Insured has both:

- income protection cover provided through a superannuation fund with a two year benefit period, and
- an Income Plan or Income Plan Comprehensive with a two year Waiting Period and a Benefit Period of five years or to age 65, and claims under the Recurrent Disability Benefit on the superannuation contract,

TOWER will use the original start date of the claim for calculation of benefit entitlements under the Income Plan and Income Plan Comprehensive.

#### **C.1.6 Waiver of Premium Benefit**

The Waiver of Premium Benefit applies when Total or Partial Disability payments have accrued. This includes payments under the Scheduled Injury Benefit and Critical Illness Benefit Option. In this instance the daily proportion of premiums due in respect of the Life Insured under the Income Plan and Income Plan Comprehensive will be waived.

The Waiver of Premium Benefit:

- starts to accrue from the first day of the Waiting Period,
- applies immediately after the Waiting Period for any premiums paid during the Waiting Period and monthly in arrears for subsequent premiums, and
- will stop on the earliest of the following events:

- the Life Insured no longer being Totally Disabled or Partially Disabled, or
- the end of the Benefit Period.

#### **C.1.7 Recovery Support Benefit**

When you spend money directly towards the effective rehabilitation of the Life Insured through a Rehabilitation Program, these funds will be reimbursed immediately (less amounts reimbursed from elsewhere) subject to:

- our written approval of expenditure before it is incurred, and
- a maximum allowable reimbursement of six times the Monthly Benefit.

The costs that may be reimbursed can include (but are not limited to) wheelchairs, artificial limbs, prosthetic devices, travelling and education expenses, and house and car modifications.

It should be noted that the cost of medical consultations and medical therapy consultations will not be reimbursed.

#### **C.1.8 Scheduled Injury Benefit**

When the Life Insured suffers an insured event in the following table, Total Disability will be deemed to exist for the payment period shown. The Total Disability Benefit and the Retirement Protection Option (if applicable) for the Income Plan or Income Plan Comprehensive will be paid in line with the payment period however the Waiting Period will not apply.

You have the choice of having benefits paid in advance for the first six months of any payment period, and monthly in arrears thereafter, or monthly in arrears for the entire payment period.

Payment will stop on the earliest of the following events:

- the expiry of the payment period shown,
- the end of the Benefit Period, or
- the Life Insured attains the age of 65.

If the Life Insured dies whilst we are paying benefits monthly in arrears under the Scheduled Injury Benefit, we will pay any remaining benefits under this option as a lump sum to your legal personal representative or a person we are permitted to pay under the Life Insurance Act.

At the expiry of the payment period the Life Insured may be eligible for other benefits based on the appropriate benefit condition being satisfied.

# Income Plan Benefits

Insured Event	Payment Period (in months)
Paralysis*	60
Loss of:	
• Both feet or hands or sight in both eyes	24
• Any combination of two of, a hand, a foot and sight in one eye	24
• One leg or arm	18
• One foot or hand or sight in one eye	12
• The thumb and index finger of the same hand	6
Fracture of the:	
• Thigh or pelvis	3
• Leg (between the knee and foot), knee cap, upper arm, shoulder bone or jaw	2
• Forearm (above the wrist), collarbone or heel	1

\* In the event of Paralysis where the Benefit Period is two years, Total Disability will be deemed to exist for the same period as the Benefit Period.

Loss means the total and permanent loss of:

- the use of the hand or foot from the wrist or ankle joint,
- the use of the arm or leg from the elbow or knee joint,
- the use of the thumb and index finger from the first phalange joint, or
- sight, to the extent that visual acuity in the eye, on a Snellen Scale after correction by a suitable lens, is less than 6/60.

Fracture means a bone fracture requiring the application of a plaster cast or similar immobilising device.

When the Life Insured is eligible for payment under the Accident Benefit Option, Critical Illness Benefit Option and the Scheduled Injury Benefit, the greater of these benefit payments will be paid.

### C.1.9 Death Benefit

We will pay the Death Benefit if the Life Insured dies whilst the Income Plan remains in force.

The amount we pay under the Death Benefit is six times the Monthly Benefit.

If the Life Insured and you are the same person, we will pay the Death Benefit to your legal personal representative or a person we are permitted to pay under the Life Insurance Act.

## Comprehensive Benefits

The following Benefits (Part C.1.10 to Part C.1.16) only apply if the Income Plan Comprehensive is shown in the Policy Schedule.

### C.1.10 Rehabilitation Benefit

The Rehabilitation Benefit applies when the Life Insured has been Totally Disabled, is still Totally or Partially Disabled and, as a result, actively participates in a Rehabilitation Program that:

- is approved by us in writing before the Life Insured participates, and
- we agree will lead to reasonable opportunities for the Life Insured to work in a Gainful Occupation.

If the Rehabilitation Benefit applies, the amount paid will be 50% of the Monthly Benefit, in addition to the Total Disability Benefit.

The Rehabilitation Benefit:

- starts to accrue from the day the Life Insured actively participates in the Rehabilitation Program,
- is paid monthly in arrears, and
- will stop on the earliest of the following events:
  - the Life Insured no longer being Totally or Partially Disabled,
  - the end of the Benefit Period,
  - the Life Insured attains the age of 65,
  - the Life Insured no longer actively participating in the Rehabilitation Program,
  - 12 months Rehabilitation Benefit being paid for any one claim, or
  - when we believe that the Rehabilitation Program will no longer lead to reasonable opportunities for the Life Insured to work in a Gainful Occupation.

### C.1.11 Overseas Assistance Benefit

When the Life Insured is outside Australia and is Totally Disabled for 30 consecutive days and requires emergency transportation while Totally Disabled, the Overseas Assistance Benefit will be paid.

If the Overseas Assistance Benefit applies the amount paid will be a reimbursement of the airfare costs directly incurred by the Life Insured in returning to Australia, less amounts reimbursed from elsewhere, to a maximum of \$5,000 for any one claim.

The Overseas Assistance Benefit is only payable once in any 12 month period.

### C.1.12 Accommodation Benefit

The Accommodation Benefit will be paid when the Life Insured is Totally Disabled more than 100 kilometres from the Life Insured's usual place of residence, or the Life Insured is Totally Disabled and, on the advice of a Medical Practitioner for reasons associated with the Total Disability, travels to a place more than 100 kilometres

from the Life Insured's usual place of residence, and:

- the Life Insured is bed confined, and
- an Immediate Family Member of the Life Insured is accommodated more than 100 kilometres from their usual place of residence but near where the Life Insured is Bed Confined.

If the Accommodation Benefit applies, the amount paid will be a reimbursement of the cost of accommodation of the Immediate Family Member of the Life Insured, to a daily maximum of \$250, less amounts reimbursed from elsewhere.

The Accommodation Benefit:

- starts to accrue when the expenditure is incurred;
- is paid monthly in arrears, and
- will stop on the earliest of the following events:
  - the Life Insured no longer being Bed Confined,
  - the end of the Benefit Period,
  - the Life Insured attaining the age of 65,
  - the Immediate Family Member no longer needing accommodation near the Life Insured, or
  - 30 days Accommodation Benefit being paid for any one Total Disability.

#### **C.1.13 Bed Confinement Benefit**

The Bed Confinement Benefit will be paid when the Life Insured is Bed Confined during the Waiting Period for three days or more. The amount to be paid will be 1/30th of the Monthly Benefit for each day of Bed Confinement.

The Bed Confinement Benefit:

- starts to accrue from the first day of the Waiting Period,
- is paid monthly in arrears, and
- will stop on the earliest of the following events:
  - the end of the Waiting Period,
  - the Life Insured attains the age of 65,
  - the end of Bed Confinement, or
  - three months Bed Confinement Benefit being paid.

#### **C.1.14 Carer's Benefit**

The Carer's Benefit will be paid when the Life Insured is Totally Disabled and Bed Confined for 30 consecutive days, and:

- an Immediate Family Member of the Life Insured stops being in a Gainful Occupation to provide care and assistance to the Life Insured, or
- the treating Medical Practitioner recommends that a Registered Nurse is employed to provide care and assistance to the Life Insured.

If the Carer's Benefit applies, the monthly amount paid will be the lesser of the following:

- \$3,000,
- the Monthly Benefit, or
- the loss of earnings suffered by the Immediate Family Member, or the cost of the Registered Nurse deemed necessary, less amounts reimbursed from elsewhere.

The Carer's Benefit:

- starts to accrue when the Life Insured has been Totally Disabled for 30 consecutive days and the loss or expenditure is incurred,
- is paid monthly in arrears, and
- will stop on the earliest of:
  - the Life Insured no longer being Totally Disabled,
  - the end of the Benefit Period,
  - the Life Insured attaining the age of 65, or
  - three months Carer's Benefit being paid for any one Total Disability.

#### **C.1.15 Child Care Benefit**

When Total Disability payments have accrued beyond the Waiting Period, the Child Care Benefit will reimburse the Life Insured for child care costs incurred solely because of the Sickness or Injury resulting in Total Disability.

If the Child Care Benefit applies, the amount paid in addition to the Total Disability Benefit will be the lesser of:

- 5% of the Monthly Benefit,
- \$400 per month, or
- the costs of child care, less amounts reimbursed from elsewhere.

Each child must be under the age of 12 at the time for which child care expense was incurred and evidence must be supplied each month that the child care fees to be reimbursed are from a licensed external child care provider.

The Child Care Benefit:

- is paid monthly in arrears, and
- will stop on the earliest of the following events:
  - the Life Insured no longer being Totally Disabled,
  - the end of the Benefit Period,
  - the Life Insured attains the age of 65,
  - the child no longer requiring child care,
  - three months Child Care Benefit being paid for any one Total Disability.

#### **C.1.16 Child's Critical Illness Benefit**

We will pay the Child's Critical Illness Benefit (in addition to the Total Disability or Partial Disability Benefit) if the Life Insured's child suffers a Critical Illness Event after the Policy Commencement Date.

The Critical Illness condition must be diagnosed by a Medical Practitioner and diagnosis must be supported by appropriate clinical, histological and laboratory evidence.

The amount we pay under the Child's Critical Illness Benefit is the lesser of:

- four times the Monthly Benefit, and
- \$50,000.

The Child's Critical Illness Benefit is paid in advance as a lump sum and is only ever payable once.

The Child's Critical Illness Benefit ends on the Life Insured's youngest child's 18th birthday.

The Critical Illness conditions covered are:

# Income Plan Benefits

- Heart conditions
  - Angioplasty\*
  - Angioplasty – Triple Vessel\*
  - Cardiomyopathy
  - Coronary Artery Bypass Surgery\*
  - Heart Valve Surgery\*
  - Major Abdominal Aortic Surgery\*
  - Myocardial Infarction (Heart Attack)\*
  - Primary Pulmonary Hypertension
- Neurological conditions
  - Alzheimer’s Disease
  - Cerebrovascular Accident (Stroke)\*
  - Coma
  - Dementia
  - Encephalitis and Meningitis
  - Major Head Trauma
  - Meningococcal Disease
  - Motor Neurone Disease
  - Multiple Sclerosis
  - Muscular Dystrophy
  - Paralysis
  - Parkinson’s Disease
- Blood disorders
  - Aplastic Anaemia
  - Occupationally and Medically Acquired HIV
- Cancer
  - Benign Brain Tumour
  - Cancer\*
  - Carcinoma In Situ\*
  - Chronic Lymphocytic Leukaemia\*
  - Melanoma\*
- Organ disorders
  - Chronic Liver Failure
  - Chronic Lung Failure
  - Chronic Renal Failure (Kidney Failure)
  - Major Organ Transplant
  - Severe Burns
  - Pneumonectomy
- Permanent conditions
  - Loss of Independent Existence
  - Loss of Limbs
  - Loss of Speech
  - Total Blindness
  - Total Deafness

We will only pay for conditions noted with an asterisk\* where symptoms of the condition (or the symptoms leading to diagnosis or the need for surgery) first manifest after 90 days have elapsed since:

- the Policy Commencement Date,
- the date of an applied for increase (but only in respect of the increase), or
- the most recent date that we have agreed to reinstate either the Plan or Policy.

These Critical Illness conditions are defined in Part G.2 (“Critical Illness Definitions”).

## Optional Benefits at an additional cost

A range of Optional Benefits are available at additional cost. These benefits can be added to either the Income Plan or the Income Plan Comprehensive. The benefit conditions relating to these Optional Benefits are set out below. It should be noted that the following Optional Benefits only apply if you applied for them and are indicated in your Policy Schedule.

### C.1.17 Increasing Claim Option

When a Total or Partial Disability Benefit is paid for 12 consecutive months and the Increasing Claim Option is included, the Monthly Benefit and Retirement Protection Option (if applicable) will increase on the anniversary of the commencement of the benefit payments by the Indexation Factor.

The Increasing Claim Option will apply to:

- the Income Plan or Income Plan Comprehensive, and
- the Retirement Protection Option (if applicable).

Premium waiver will be made in line with the Waiver of Premium Benefit.

### C.1.18 Accident Benefit Option

When the Life Insured is Totally Disabled for three consecutive days, as a result of an Injury, 1/30th of the Monthly Benefit will be paid for each day the Life Insured is Totally Disabled.

Payment will stop on the earliest of:

- the Life Insured no longer being Totally Disabled,
- the Life Insured attaining the age of 65, or
- the expiry of 14 days if the Plan has a 14 day Waiting Period, or
- the expiry of 30 days if the Plan has a 30 day Waiting Period.

When the Life Insured is eligible for payment under the Scheduled Injury Benefit, Critical Illness Benefit Option and Accident Benefit Option, the greater of these benefit payments will be paid.

### C.1.19 Critical Illness Benefit Option

We will pay the Critical Illness Benefit Option (in addition to the Total Disability or Partial Disability Benefit) if, before the Life Insured attains the age of 65 and while covered under the Critical Illness Benefit Option, the Life Insured suffers a defined Critical Illness condition.

The Critical Illness condition must be diagnosed by a Medical Practitioner and the diagnosis must be supported by appropriate clinical, histological and laboratory evidence.

The amount we pay under the Critical Illness Benefit Option is six times the Monthly Benefit. The Critical Illness Benefit Option is paid as a lump sum in addition to any Total or Partial Disability entitlements.

The Critical Illness Benefit Option ends on the Life Insured’s 65th birthday.

The Critical Illness conditions covered are:

- Heart conditions
  - Angioplasty\*
  - Angioplasty – Triple Vessel\*
  - Cardiomyopathy
  - Coronary Artery Bypass Surgery\*
  - Heart Valve Surgery\*
  - Major Abdominal Aortic Surgery\*
  - Myocardial Infarction (Heart Attack)\*
  - Primary Pulmonary Hypertension
- Neurological conditions
  - Alzheimer’s Disease
  - Cerebrovascular Accident (Stroke)\*
  - Coma
  - Dementia
  - Encephalitis and Meningitis
  - Major Head Trauma
  - Meningococcal Disease
  - Motor Neurone Disease
  - Multiple Sclerosis
  - Muscular Dystrophy
  - Paralysis
  - Parkinson’s Disease
- Organ disorders
  - Chronic Liver Failure
  - Chronic Lung Failure
  - Chronic Renal Failure (Kidney Failure)
  - Major Organ Transplant
  - Severe Burns
  - Pneumonectomy
- Permanent conditions
  - Loss of Independent Existence
  - Loss of Limbs
  - Loss of Speech
  - Total Blindness
  - Total Deafness

We will only pay for conditions noted with an asterisk\* where symptoms of the condition (or the symptoms leading to diagnosis or the need for surgery) first manifest after 90 days have elapsed since:

- the date the Critical Illness Benefit Option was placed in force,
- the date of an applied for increase (but only in respect of the increase), or
- the most recent date that we have agreed to reinstate either the Plan or Policy.

These Critical Illness conditions are defined in Part G.2 (“Critical Illness Definitions”).

When the Life Insured is eligible for payment under the Scheduled Injury Benefit, Critical Illness Benefit Option and Accident Benefit Option, the greater of these benefit payments will be paid.

#### **C.1.20 Retirement Protection Option**

When Total or Partial Disability payments have accrued beyond the Waiting Period, the Retirement Protection Option will reimburse the Life Insured or the employer of the Life Insured on behalf of the Life Insured, for contributions made by either of them to a superannuation fund complying under the Superannuation Industry (Supervision) Act 1993, or any replacement legislation.

If ‘agreed value’ is shown on your Policy Schedule, the amount to be reimbursed will be the Retirement Protection Option Amount stated in your Policy Schedule.

If ‘indemnity’ is shown on your Policy Schedule, the amount to be reimbursed will be the lesser of the following:

- the Retirement Protection Option Amount;
- the average monthly superannuation contributions paid by the Life Insured, or on behalf of the Life Insured, in the 12 months prior to disability, or
- 10% of Pre-Disability Earnings.

The Retirement Protection Option:

- starts to accrue after the Waiting Period ends,
- is paid in addition to any Total Disability and Partial Disability benefits,
- is paid monthly in arrears, and
- will stop on the earliest of:
  - the Life Insured no longer being Totally or Partially Disabled,
  - the end of the Benefit Period, or
  - the Life Insured attaining the age of 65.

# Limitations and exclusions

## Part D Limitations and exclusions

### D.1 Life Plan Benefit and Terminal Illness Benefit

We will not pay the Life Plan Benefit or the Terminal Illness Benefit if the Life Insured dies or is Terminally Ill as a result of:

- his or her intentionally self-inflicted act, which occurs within 13 months of:
  - the Policy Commencement Date,
  - an increase in cover other than increases under the Inflation Protection Benefit (but only in respect of the amount of the increase), or
  - the most recent reinstatement of the Policy, or
- any other specific event or cause agreed between you and us.

### D.2 Total and Permanent Disability Benefit

We will not pay a Total and Permanent Disability Benefit if Total and Permanent Disability occurs as a result of:

- an intentionally self-inflicted act or Injury by the Life Insured, or
- any other specific event or cause agreed between you and us.

### D.3 Waiver of Premium on Total Disability

We will not waive premiums under the Waiver of Premium Option on Total Disability if Total Disability occurs as a result of:

- war or any act of war, whether declared or not, or
- an intentionally self-inflicted act or Injury by the Life Insured, or
- any other specific event or cause agreed between you and us.

### D.4 Income Plan and Income Plan Comprehensive

No payments will be made under the Income Plan and Income Plan Comprehensive or any benefit or option attached to them, if the event giving rise to the claim is caused directly or indirectly by:

- an intentionally self-inflicted act or injury by the Life Insured, or
- pregnancy, unless disability continues for longer than three months after the pregnancy ends, in which case disability will be considered to have started at the date the pregnancy ends, or
- war or an act of war at any time, even if the disability manifests itself after the war or warlike activity.

No payments will be made under the Critical Illness Benefit Option unless the Life Insured survives a Critical Illness condition for at least 14 days.

### D.5 Plan Adjustments

Reductions to the Income Plan and Income Plan Comprehensive only apply to payments under Total and Partial Disability Benefits.

A reduction will only be made if the Life Insured:

- receives other payment through any other individual or group disability income insurance, credit or mortgage insurance not disclosed at the time of underwriting, or
- has an occupation class shown on the Policy Schedule that is not 1 or 1.5 and receives other payment through workers' compensation, common law or statute where such payments are in respect of the disability of the Life Insured and in calculating the payment the relevant authority did not, or could not, take into account payments due under this Plan.

If the workers' compensation, common law or statute payment is received as a lump sum, we will deem it to be income on the basis of 1% of the lump sum for each month that a disability benefit is paid.

The disability payment will be calculated taking this figure into account for a maximum of eight years.

If a reduction applies it will be to ensure that the Monthly Benefit plus the other payments, including any lump sum payments deemed as income, is not greater than 75% of the first \$20,833 of Pre-Disability Earnings, 50% of the next \$12,500, and 25% of the balance.

The amount of the reduction will not exceed the amount of the other payments.

No benefit will be paid when the other payments plus the Monthly Earnings of the Life Insured in the month to be paid, is greater than or equal to 100% of Pre-Disability Earnings.

In those months that a benefit payment is reduced, a proportionate refund of premiums paid for the Life Insured will be made. The refund will be  $A \times B$  where:

$A$  = the percentage reduction in the benefit payment

$B$  = the average monthly Income Plan premium (less the premium for benefit options or packages under it) over the 12 months prior to the claim starting.

The refund will be made for the lesser of 12 months or the number of months the Income Plan or Income Plan Comprehensive was current prior to the claim starting.

# Premiums and charges

## Part E Premiums and charges

### E.1 Premium payments

#### E.1.1 Premium payable

Premiums are due and payable in advance.

The premium payable in the first year of the Policy is shown in the Policy Schedule.

We will inform you of the premium payable in subsequent years before each Policy anniversary.

#### E.1.2 Premium frequency

The premium frequency is shown in the Policy Schedule and is currently one of:

- yearly, or
- monthly.

#### E.1.3 Payment method

Currently, premiums may be paid by direct debit from a bank account or by credit card (MasterCard or Visa).

#### E.1.4 Changes to premium frequency or payment method

You may apply in writing at any time to change the method and frequency of payment.

#### E.1.5 Grace Period

A period of grace of 30 days beyond the premium due date will be allowed for payment, without interest, of each premium and during this period the Policy will continue.

#### E.1.6 Non-payment of premiums

If premiums are not paid by the premium due date, we will notify you in writing that we will cancel the Policy. In order to avoid cancellation, the overdue premium must be paid by the end of the Grace Period.

### E.2 Premium rates

#### E.2.1 Stepped premium rates

Stepped premium rates will apply if the Policy Schedule states that stepped premium rates apply.

Stepped premiums are based on the Life Insured's age at each policy anniversary. This generally means your premium will increase each year.

#### E.2.2 Level premium rates

Level premium rates will apply if the Policy Schedule states that level premium rates apply.

Level premiums are based on the life insured's age at the commencement of the policy. This generally means your premium will only increase if your Benefit Amount increases, including through the Inflation Protection Benefit.

Level premium rates revert to Stepped premiums rates on the policy anniversary date immediately preceding the life insured's 65th birthday.

### E.3 Can we change the premium rates?

We will only increase the rates if we have provided you with 30 days notice in writing.

No one individual policy can be singled out for an increase in premium rates because of an adverse change in the health or circumstances of the Life Insured.

### E.4 Fees and charges

#### E.4.1 Policy Fee

A Policy Fee is part of each premium payable under the Policy. The amount of the Policy Fee depends on the premium frequency, as shown in the table below:

Premium Frequency	Policy Fee from 17 November 2008
Yearly	\$44.00
Monthly	\$3.85

The Policy Fee will be increased on each subsequent Policy anniversary to allow for inflation. The rate of increase in the Policy Fee will be the greater of:

- an annual rate determined by us based on the Indexation Factor, or
- 3%.

#### E.4.2 Premium frequency

If premiums are paid monthly, a frequency loading will apply, as shown in the table below:

Frequency	Loading
Monthly	5%

We may increase this loading. If we do this, we will give you at least 30 days' written notice.

# Making a claim

## Part F Making a claim

For the purposes of the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) we may need to carry out a procedure to identify you or, in the event of death, your beneficiary, and to verify the identification information provided. We will not process the withdrawal request until all information required is received. Anti-Money Laundering and Counter-Terrorism Financing legislation and regulations also stipulate that we need to report certain information about our customers to relevant authorities, including the Australian Transaction Reports and Analysis Centre (AUSTRAC). Where such reporting has taken place, we may be prevented by this legislation from telling you. Where legally permitted or obliged to do so, we may disclose that information to regulatory or law enforcement agencies, to our related bodies, or to other third parties. The AUSTRAC website at [www.austrac.gov.au](http://www.austrac.gov.au) provides information relating to the Anti-Money Laundering and Counter-Terrorism Financing legislation and regulations.

We will not be liable to you for any loss you suffer (including consequential loss) caused by the fact that we are required by law to delay, block freeze or refuse to process a transaction.

### F.1 Life Plan

#### F.1.1 Notification of Claim

We must be notified in writing within 30 days or as soon as is reasonably possible after you become aware of any claim or potential claim under this Policy.

#### F.1.2 Benefits for Multiple Illnesses or Injuries

If a Life Insured suffers multiple Sickness or Injury, we will only pay the highest sum insured applicable to any one of the illnesses or injuries.

#### F.1.3 Our Requirements

We will only pay a claim once we are satisfied that the claim requirements under this Policy have been met.

For claims other than a death benefit, we may require the Life Insured to undergo a medical or other examination by a Medical Practitioner of our choice.

When submitting a claim, we will require:

- satisfactory proof of the insured event,
- this Policy Document and Policy Schedule,
- proof of ownership of the Policy,
- proof of age of the Life Insured,
- any requirement we reasonably consider is necessary to properly assess the claim.

#### F.1.4 Misstatement of Age

In the event that the age of the Life Insured has been misstated then the sum insured, or the premium payable, will be adjusted, and the Policy varied, in accordance with the applicable legislative provisions.

#### F.1.5 Smoker/Non-Smoker Rates

If the Policy has been issued using non-smoker premium rates, then those premium rates have been based on the assumption that the Life Insured has not smoked or used any nicotine containing substance in the twelve months prior to the start of a benefit. If this is found to be incorrect, then the sum insured will be reduced to the amount of cover which the premium actually paid would have secured in respect of the Life Insured, having regard to the premium rates that would have been payable had full information been known.

### F.2 Income Plan and Income Plan Comprehensive

#### F.2.1 Notification of a claim

We must be notified immediately if the Life Insured becomes Totally Disabled or Partially Disabled, or you are otherwise eligible to receive a Benefit.

#### F.2.2 Lodgment of a claim form

Claim forms must be completed and lodged within 30 days of the commencement of any period of disability.

#### F.2.3 Extension of time

If it can be shown that it was not possible to meet the time requirement for notification of the claim, then notification must be provided as soon as is reasonably possible.

#### F.2.4 Claim information

In the event of a claim you agree to provide to us at your expense:

- any medical report from a Medical Practitioner or any other person who has been or is treating the Life Insured, and
- copies of personal and business tax returns, assessment notices, financial statements and any other financial evidence reasonably required to confirm or calculate the Life Insured's Monthly Earnings, Pre-Disability Earnings or earnings, and
- any other information required by us.

Subject to the duty of disclosure, if proof of income of the life insured's Monthly Earnings has been provided at the time of application being submitted, this will no need to be submitted again at the time of claim to justify the Benefit Amount for agreed valued contracts.

Payment of a Benefit is subject to proof of your entitlement in such a manner as we may reasonably request.

We have the right to require from time to time proof of your continuing entitlement to any Benefit and to reduce or terminate payment if you are no longer entitled to the Benefit under this Policy.

You agree with us to assist in the ongoing management of a claim. This may include the Life Insured's participation in recovery and rehabilitation support programs whenever possible and home visits (with your consent).

You and the Life Insured may be required to attend interviews by a member of our staff or someone appointed by us as often as is required to fully consider your claim.

**F.2.5 Medical Information**

The Life Insured must undergo at our expense any medical examination or examinations which we may require.

**F.2.6 Proof of Age**

No Benefit will be payable under this Policy without proof of age of the Life Insured being submitted in the form of a birth certificate or such documentation as we may require.

If the Life Insured's age has been understated, the Benefits under the Policy will be those that the premium you paid would have purchased at the correct age.

**F.2.7 Smoker/Non-Smoker Rates**

If the Policy has been issued using non-smoker premium rates, then those premium rates have been based on the assumption that the Life Insured has not smoked or used any nicotine containing substance in the twelve months prior to the start of a benefit. If this is found to be incorrect, then the sum insured will be reduced to the amount of cover which the premium actually paid would have secured in respect of the Life Insured, having regard to the premium rates that would have been payable had full information been known.

## Part G

# Definitions

### Part G Definitions

Words used in this Policy Document that are capitalised have the following meaning:

#### G.1 General Definitions

**Accident or Accidental** means an accident caused wholly by violent, accidental, external and visible means.

**Activities of Daily Living are:**

- Bathing – the ability to shower and bathe,
- Dressing – the ability to put on and take off clothing,
- Toileting – the ability to get on and off, and use, the toilet,
- Mobility – the ability to get in and out of bed and a chair, and
- Feeding – the ability to get food from a plate into the mouth.

**Bed Confinement and Bed Confined** mean the Life Insured has been advised by a Medical Practitioner to remain in or near a bed for a substantial part of each day and under the continuous care of a Registered Nurse.

**Benefit Period** means the period when disability benefits accrue. The maximum Benefit Period is shown in your Policy Schedule.

**Gainful Occupation** means an occupation in which the Life Insured is working and as a result generates Monthly Earnings.

**Immediate Family Member** means spouse, partner, de facto, child, parent or sibling.

**Indexation Factor** is the percentage change in the Consumer Price Index (Weighted Average All Capital Cities) as last published by the Australian Bureau of Statistics in respect of the 12 month period finishing on 30 September.

It will be determined at 30 November each year and applied, where indicated, for the following year. If it is not published by 30 November, the Indexation Factor will be calculated based upon a retail price index which we consider replaces it.

If the percentage change in the Consumer Price Index, or any substitute for it, is negative, the Indexation Factor will be taken as zero.

**Injury** means an accidental bodily injury suffered by the Life Insured.

**Loss of Independent Existence** means Significant Cognitive Impairment or a condition as a result of a Sickness or Injury whereby the Life Insured is totally and irreversibly unable to perform at least two of the Activities of Daily Living without the physical assistance of another person.

**Loss of Limbs** means complete and irrecoverable loss of the:

- use of both hands, or
- use of both feet, or

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

**Loss of Sight of an Eye** means the total and irrecoverable loss of sight (whether aided or unaided) of the eye to the extent that visual acuity in the eye, on a Snellen Scale after correction by a suitable lens is less than 6/60, as a result of Sickness or Injury.

**Loss of a Single Limb** means complete and irrecoverable loss of use of one limb.

**Limb** means an arm, leg, hand or foot.

**Medical Practitioner** means a person who is legally qualified and registered as a Medical Practitioner, other than:

- you or the Life Insured,
- a business partner of you or the Life Insured, or
- an Immediate Family Member of you or the Life Insured.

If practising other than in Australia, the Medical Practitioner must be approved by us and have qualifications equivalent to Australian standards.

Note: Chiropractors, physiotherapists and alternative therapy providers are not regarded as Medical Practitioners.

**Medical Specialist** means a person who is legally qualified and registered as a Medical Specialist, other than:

- you or the Life Insured,
- a business partner of you or the Life Insured, or
- an Immediate Family Member of you or the Life Insured.

The Medical Specialist must be a specialist in a field directly relevant to the Critical Illness suffered.

If practising other than in Australia, the Medical Specialist must be approved by us and have qualifications equivalent to Australian standards.

Note: Chiropractors, physiotherapists and alternative therapy providers are not regarded as Medical Specialists.

**Monthly Benefit**, under the Income Plan and Income Plan Comprehensive and benefit options attached to them, means the Monthly Benefit as shown in the Policy Schedule. The amount we pay you is determined by which option is shown in the Policy Schedule (“agreed value” or “indemnity”) at the time of application.

If “agreed value” is shown in the Policy Schedule, the Monthly Benefit we will pay is the Income Plan or Income Plan Comprehensive Monthly Benefit shown in your Policy Schedule, inclusive of any indexation increases, and less any Plan Adjustments if applicable.

If “indemnity” is shown in the Policy Schedule, the initial benefit we pay is the lesser of the following amounts:

- the Income Plan or Income Plan Comprehensive Monthly Benefit shown in the Policy Schedule, inclusive of increases under the Inflation Protection Benefit, or
- 75% of the first \$20,833 of Monthly Earnings, 50% of the next \$12,500 and 25% of the balance of the Monthly Earnings of the Life Insured in the

## Part G Definitions

best consecutive 12 month period in the 36 months immediately prior to the Sickness or Injury occurring, less any Plan Adjustments if applicable.

**Monthly Earnings** generally includes salary, award superannuation contributions, bonuses, commission, fees, fringe benefits and regular overtime.

When the Life Insured does not directly or indirectly own all or part of the business in which the Own Occupation of the Life Insured is performed (ignoring shares in publicly listed companies), Monthly Earnings is the monthly value of the remuneration paid by the employer in respect of the work performed by the Life Insured. This will be determined by calculating the amount the Life Insured would have to receive if total remuneration was received as a salary or wage (before income tax is deducted).

When the Life Insured does directly or indirectly own all or part of the business in which the Own Occupation of the Life Insured is performed (ignoring shares in publicly listed companies), Monthly Earnings are:

- the monthly value of remuneration paid by the business to the Life Insured as a result of personal exertion, and
- the Life Insured's share of the profits of the business, generated through work performed by the Life Insured, after the deduction of business expenses, both of which are determined in line with the usual manner that the profits and/or losses of the business are divided between the Life Insured and any co-owners of the business.

**Own Occupation** under the Life Plan is the occupation in which the Life Insured was working immediately prior to the Sickness or Injury causing disability.

If the Life Insured had been working in more than one occupation, 'Own Occupation' will include all of those occupations.

**Own Occupation** under the Income Plan is the occupation in which the Life Insured was working immediately prior to the Sickness or Injury causing disability, unless the Life Insured:

- was unemployed or on sabbatical, long service, maternity or paternity leave for more than 12 months, in which case 'Own Occupation' will be Any Occupation for which the Life Insured is suited by training, education or experience.

If the Life Insured had been working in more than one occupation that meets these criteria, 'Own Occupation' will include all of those occupations.

**Partial Disability** and **Partially Disabled** mean that, solely because of a Sickness or Injury the Life Insured:

- is working in his or her Own Occupation or any Gainful, but in a reduced capacity, and
- is following the advice of a Medical Practitioner, and
- has suffered a reduction of 20% or more, in the ability to:

- generate Monthly Earnings; or
- perform the income producing duties; or
- maintain the same number of hours worked, in the Life Insured's Own Occupation.

**Pre-Disability Earnings** means:

If "agreed value" is shown in the Policy Schedule, the highest average Monthly Earnings of the Life Insured for any 12 consecutive months between the date three years before the Policy Commencement Date and the start of the Waiting Period.

If a claim occurs in the 12 months subsequent to an underwritten increase in the Monthly Benefit of the Income Plan or Income Plan Comprehensive, Pre-Disability Earnings will then have a minimum value of the Monthly Benefit (excluding any benefit options) divided by 0.75.

If the Life Insured suffers a Sickness or Injury while in a Gainful Occupation and monthly earnings reduce as a direct result of the Sickness or Injury, while this continues Pre-Disability Earnings will be the value we agree would have applied at the time the reduction started, provided we are advised within 30 days of the reduction starting.

If "indemnity" is shown in the Policy Schedule, the highest average Monthly Earnings of the Life Insured for any consecutive 12 month period in the 36 months immediately prior to the Sickness or Injury causing disability.

When the Life Insured is disabled, Pre-Disability Earnings will be increased by the Indexation Factor, after every 12 consecutive payments under Total or Partial Disability, following the date disability started.

**Registered Nurse** means a person who is legally qualified and registered as a nurse, other than:

- you or the Life Insured,
- a business partner of you or the Life Insured, or
- an Immediate Family Member of you or the Life Insured.

If practising other than in Australia, the Registered Nurse must have qualifications equivalent to Australian standards.

**Rehabilitation Program** means a program or plan that:

- is designed to assist the Life Insured in returning to work in their Own Occupation, and
- has been approved by an appropriately qualified vocational or rehabilitation specialist.

**Sickness** means an illness or disease suffered by the Life Insured, and is diagnosed by a Medical Practitioner.

**Significant Cognitive Impairment** means a deterioration or loss of intellectual capacity that results in a requirement for a full time permanent caregiver.

**Terminally Ill** and **Terminal Illness** means a Sickness or condition where, after having regard to the current treatment or such treatment as the Life Insured may reasonably be expected to receive, the Life Insured will not survive more than 12 months.

# Definitions

**Total Blindness** means the permanent loss of sight of both eyes.

**Total Disability** and **Totally Disabled** mean that, solely because of a Sickness or Injury the Life Insured:

- is not working in any Gainful Occupation,
- is following the advice of a Medical Practitioner. and
- is unable to:
  - perform one or more of the important income producing duties in his or her Own Occupation, or
  - perform the important income producing duties of his or her Own Occupation for more than 10 hours per week, or
  - generate at least 80% of his or her Monthly Earnings from personal exertion in his or her Own Occupation.

**Waiting Period** is stated on the Policy Schedule and means the period of time between the Life Insured suffering disability and disability benefits starting to accrue.

If the Life Insured does not consult a Medical Practitioner concerning the Sickness or Injury causing disability within seven days of the Sickness starting, or the Injury occurring, the Waiting Period will start when the Life Insured consults a Medical Practitioner.

If the Life Insured returns to a full time Gainful Occupation during the Waiting Period for five consecutive days or less, the number of days that the Life Insured was working will be added to the Waiting Period remaining.

If the Life Insured returns to a full time Gainful Occupation during the Waiting Period for more than five consecutive days, the Waiting Period will recommence from the day after the last day the Life Insured was last working.

Neither Total nor Partial Disability Benefits are paid during the Waiting Period. Some benefits are paid during the Waiting Period (eg. Bed Confinement) and this is specifically mentioned within the description of those benefits.

**War** or **an act of war** means armed aggression, whether declared or not, by a country or organisation, resisted by any other country or organisation.

**Whole Person Function** means where a payment depends on the Life Insured meeting criteria that are based on the Whole Person Function, the calculation is to be based on the current edition of the American Medical Association publication entitled Guides to the Evaluation of Permanent Impairment.

## G.2 Critical Illness Definitions

**Activities of Daily Living** are:

1. Bathing – the ability to shower and bathe,
2. Dressing – the ability to put on and take off clothing,
3. Toileting – the ability to get on and off, and use, the toilet,
4. Mobility – the ability to get in and out of bed and a chair, and
5. Feeding – the ability to get food from a plate into the mouth.

**Alzheimer's Disease** means the diagnosis of Alzheimer's Disease by a consultant neurologist confirming dementia due to failure of the brain function with Significant Cognitive Impairment for which no other recognisable cause has been identified.

**Angioplasty** means the undergoing of angioplasty, insertion of a stent or keyhole cardiac surgery to the coronary arteries that is considered necessary by a cardiologist to correct or treat coronary artery disease.

**Angioplasty – Triple Vessel** means the undergoing of angioplasty, cardiac keyhole surgery or stent insertion on 3 or more coronary arteries in the same procedure, as considered necessary by a cardiologist to treat coronary artery disease. Angiographic evidence is required to confirm the need for this procedure.

**Aplastic Anaemia** means permanent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment, with at least one of the following:

- bone marrow transfusions,
- marrow stimulating agents,
- immunosuppressive agents, or
- bone marrow transplantation.

**Benign Brain Tumour** means a non-cancerous tumour in the brain which gives rise to characteristic symptoms of intracranial pressure such as papilloedema, mental symptoms, seizures and sensory impairment, resulting in:

- at least a permanent 25% impairment of Whole Person Function, or
- the Life Insured being totally and permanently unable to perform any one of the Activities of Daily Living.

The presence of the underlying tumour must be confirmed by CT Scan, MRI or other imaging studies.

**Cancer** means the presence of one or more malignant tumours. The malignant tumour is to be characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.

The following tumours are excluded:

- tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia, CIN-1, CIN-2 and CIN-3) or which are histologically described as premalignant\*,
- all skin cancers, unless there is evidence of metastases or the tumour is a malignant melanoma of at least Clark level 3, or greater than 1.5mm maximum thickness as determined by histological examination using the Breslow method,
- prostatic cancers which are histologically described as TNM Classification T1 or are of another equivalent or lesser classification unless resulting in the surgical removal of the complete prostate, and
- Chronic Lymphocytic Leukaemia less than Rai Stage 1.

\*Carcinoma in situ of the breast is covered if it results directly in the removal of the entire breast. The procedure must be performed specifically to arrest the spread of malignancy, and be considered the appropriate and necessary treatment.

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

Only carcinoma in situ of the following sites is covered:

- Cervix – uteri – the tumour must be classified as Tis according to the TNM staging method or FIGO stage 0 (Excluded are Cervical Intraepithelial Neoplasia (CIN) classifications including CIN 1, CIN 2, and CIN 3),
- Fallopian Tube – the tumour must be limited to the tubal mucosa and classified as Tis according to the TNM staging method or FIGO Stage 0,
- Vagina – the tumour must be classified as Tis according to the TNM staging method or FIGO stage 0,
- Vulva – the tumour must be classified as Tis according to the TNM staging method or FIGO stage 0,
- Breast – the tumour must be classified as Tis according to the TNM staging method or FIGO stage 0, and
- Prostate – the tumour is confined within the prostate and histologically described as T1 according to the TNM staging method or a Gleason Score of either 2, 3, 4 or 5.

Note: FIGO refers to the staging method of The Federation Internationale de Gynecologie et d'Obstetrique.

**Cardiomyopathy** means impaired ventricular function of variable aetiology, resulting in physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

Cardiomyopathy directly related to alcohol abuse is excluded.

**Cerebrovascular Accident (Stroke)** means a cerebrovascular accident or event producing a neurological deficit lasting more than 24 hours.

There must be clear evidence:

- of the onset of objective neurological deficit,
- on a CT, MRI or similar scan that a stroke has occurred, and
- of infarction of brain tissue, intracranial or subarachnoid haemorrhage or embolisation from an extracranial source.

Transient ischaemic attacks, cerebral events due to reversible neurological deficits, migraine, hypoxia or trauma, and vascular disease affecting the eye, optic nerve or vestibular functions are excluded.

**Chronic Liver Failure** means end stage liver failure resulting in permanent jaundice, ascites and/or encephalopathy.

**Chronic Lung Failure** means end stage lung disease with consistent pulmonary function test result on FEV1 less than 40% predicted and requiring permanent oxygen therapy. The diagnosis must be confirmed by an appropriate Specialist Medical Practitioner.

**Chronic Lymphocytic Leukaemia** means the presence of chronic lymphocytic leukaemia diagnosed as Rai stage 0, which is defined to be in the blood and bone marrow only.

**Chronic Renal Failure (Kidney Failure)** means end stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is instituted.

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

**Coronary Artery Bypass Surgery** means the undergoing of coronary artery bypass surgery that is considered necessary to treat coronary artery disease causing inadequate myocardial blood supply. Surgery does not include angioplasty, intra-arterial procedures or non-surgical techniques.

**Dementia** means the clinical confirmation of dementia due to failing brain functions, resulting in the need for continual assistance in the Activities of Daily Living, as confirmed by a Medical Practitioner specialising in neurology, psychogeriatrics, psychiatry or geriatrics. Dementia directly related to alcohol abuse is excluded.

**Encephalitis and Meningitis** means the unequivocal diagnosis of encephalitis or meningitis where the condition is characterised by severe inflammation of the brain or the meninges of the brain resulting in permanent neurological deficit and:

- causing at least a permanent 25% impairment of Whole Person Function, or
- the Life Insured being totally and permanently unable to perform any one of the Activities of Daily Living.

**Heart Valve surgery** means surgery to replace or repair a cardiac valve as a consequence of a cardiac valve abnormality or a cardiac aneurysm or other cardiac defects.

**Loss of Independent Existence** means Significant Cognitive Impairment or a condition as a result of a Sickness or Injury whereby the Life Insured is totally and irreversibly unable to perform at least two of the Activities of Daily Living without the physical assistance of another person.

**Loss of Limbs** means complete and irrecoverable loss of the:

- use of both hands, or
- use of both feet, or

# Definitions

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

**Loss of Speech** means the total and permanent loss of the ability to produce intelligible speech as a result of permanent damage to the larynx or its nerve supply, or to the speech centres of the brain whether caused by Injury, tumour or Sickness. The above must be certified by two appropriate Medical Specialists not less than ninety days after the ability to speak was first lost.

**Major Abdominal Aortic Surgery** means the actual undergoing of surgery via a thoracotomy or laparotomy to repair or correct an aortic aneurysm, an obstruction of the aorta or a coarctation of the aorta. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. Surgery performed using catheter techniques only are specifically excluded.

**Major Head Trauma** means neurological deficit resulting from trauma, causing:

- at least 25% impairment of Whole Person Function lasting more than three weeks from the date of the trauma, and likely to persist, as certified by a consultant neurologist, or
- the Life Insured being totally and permanently unable to perform any one of the Activities of Daily Living.

**Major Organ Transplant** means the transplant to the Life Insured of one or more of the following organs:

- kidney,
- heart,
- lung,
- liver,
- pancreas, or
- bone marrow.

**Melanoma** means the presence of one or more malignant melanomas of 1.5mm or less maximum thickness as determined by histological examination using the Breslow method, or less than Clark Level 3 depth of invasion as determined by histological examination. The malignancy must be characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.

**Meningococcal Disease** means the unequivocal diagnosis of meningococcal septicaemia resulting in at least a permanent 25% impairment of Whole Person Function or the life insured being totally and permanently unable to perform any one of the Activities of Daily Living.

**Motor Neurone Disease** means the unequivocal diagnosis of a progressive form of debilitating motor neurone disease, as confirmed by a Medical Practitioner who is a consultant neurologist.

**Multiple Sclerosis** means the unequivocal diagnosis of Multiple Sclerosis, where the condition is characterized by demyelination in the brain and/or spinal cord resulting in neurological deficit and:

- at least a permanent 25% impairment of Whole Person Function, or
- the Life Insured being totally and permanently unable to perform any one of the Activities of Daily Living.

**Muscular Dystrophy** means the unequivocal diagnosis of Muscular Dystrophy with significant persistent neurological deficit resulting in:

- at least a permanent 25% impairment of Whole Person Function, or
- the Life Insured being totally and permanently unable to perform any one of the Activities of Daily Living.

**Myocardial Infarction (Heart Attack)** means the death of a portion of heart muscle as a result of inadequate blood supply to the relevant area. The basis of diagnosis will be:

- confirmatory new electrocardiogram (ECG) changes, and
- a diagnostic rise and fall (other than as a result of cardiac or coronary intervention) in either Troponin I in excess of 2.0ug/L or Troponin T in excess of 0.6ug/L or cardiac enzyme CK-MB.

If the above criteria are not met, we will pay a claim based on satisfactory evidence that the Life Insured has unequivocally been diagnosed as having suffered a Myocardial Infarction resulting in:

- a permanent reduction in the Left Ventricular Ejection Fraction to less than 50%, measured three months or more after the event, or
- new pathological Q waves.

**Occupationally and Medically Acquired HIV** means infection by the Human Immunodeficiency Virus (HIV), acquired only via blood transfusion or accidental means during the course of carrying out the Life Insured's normal occupation with seroconversion to HIV infection occurring within six months of the accident. Any accident giving rise to a potential claim must be reported to us within thirty days of the incident and be supported by a negative HIV antibody test within seven days of the incident.

Transmission via any form of sexual activity or deliberate injection of a drug not prescribed by a Medical Practitioner is specifically excluded.

**Paralysis** means:

- **Diplegia:** being the permanent and total loss of function of both sides of the body due to Injury or Sickness,
- **Hemiplegia:** being the permanent and total loss of function of one side of the body due to Injury or Sickness,
- **Paraplegia:** being the permanent and total loss of use of both legs resulting from Injury or Sickness,
- **Quadriplegia:** being the permanent and total loss of use of both arms and both legs resulting from Injury or Sickness, or
- **Tetraplegia:** being the total and permanent loss of

use of the head, both arms and both legs resulting from Injury or Sickness.

**Parkinson's Disease** means the unequivocal diagnosis of Parkinson's Disease where the condition cannot be controlled with treatment and:

- the Life Insured shows signs of progressive incapacity with at least a permanent 25% impairment of Whole Person Function, or
- the Life Insured being totally and permanently unable to perform any one of the Activities of Daily Living.

**Pneumonectomy** means the undergoing of surgery to remove an entire lung. This treatment must be deemed the most appropriate treatment and medically necessary.

**Primary Pulmonary Hypertension** means primary pulmonary hypertension with right ventricular enlargement established by investigations including cardiac catheterisation.

**Severe Burns** means tissue injury caused by thermal, electrical or chemical agents causing third degree burns to:

- 20% or more of the body surface area as measured by the 'rule of 9' of the Lund and Browder Body Surface Chart, or
- 50% or more of both hands, requiring surgical debridement and/or grafting, or
- 50% or more of the face, requiring surgical debridement and/or grafting.

**Total Blindness** means the permanent loss of sight of both eyes.

**Loss of sight of an eye** means the total and irrecoverable loss of sight (whether aided or unaided) of the eye to the extent that visual acuity in the eye, on a Snellen Scale after correction by a suitable lens is less than 6/60, as a result of Sickness or Injury.

**Total Deafness** means total, irreversible and irreparable loss of hearing both natural and assisted, in both ears as a result of Sickness or Injury.

**Whole Person Function** means where a payment depends on the Life Insured meeting criteria that are based on the Whole Person Function, the calculation is to be based on the current edition of the American Medical Association publication entitled Guides to the Evaluation of Permanent Impairment.

## Part H Other information

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### H.1 Interpretation

Headings have been included in the Policy Document to assist you in reading the document but do not change the interpretation of the terms of the Policy.

Any words indicating the singular can also be taken to mean the plural and vice versa.

### H.2 Legal Interpretation

The Policy will be interpreted under the law as it is applied in the state of New South Wales.

### H.3 No cash value

The Policy is not a savings policy and has no cash or surrender value if it is cancelled or terminated. The premiums you pay represent the amount we charge you for undertaking the risk of an insured event occurring.

### H.4 Statutory Fund

The Policy is issued under our No 1 Statutory Fund and is a non-participating policy. You are not entitled to any allocation of operating profits or distribution of retained profits of the Statutory Fund.

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