



# ClearView ClearChoice

**Product Disclosure Statement and Policy Document** 

2 April 2023

# **About this Product Disclosure Statement and Policy Document**

This Product Disclosure Statement (**PDS**) and Policy Document (PDS and Policy Document), which includes the policy terms and conditions, provides information about two separate financial products:

- A life insurance product, ClearView ClearChoice, issued by ClearView Life Assurance Limited (ClearView); and
- A risk-only superannuation interest, ClearView ClearChoice Super, issued by HTFS Nominees Pty Limited (Trustee) as trustee of the HUB24 Super Fund (Fund).

ClearView and the Trustee take full responsibility for the whole PDS.

For the avoidance of doubt, the Trustee is not a registered life insurer and is not able to issue life insurance policies; and ClearView is not an RSE licensee and is not able to issue an interest in the Fund.

ClearView has been appointed by the Trustee to carry out day-to-day management and administration of ClearView ClearChoice Super.

ClearView ClearChoice and ClearView ClearChoice Super are only available to persons who have received this PDS and Policy Document in Australia.

## This PDS and Policy Document is not advice

This PDS and Policy Document has been prepared to help you make an informed decision about ClearView ClearChoice and/or ClearView ClearChoice Super. The information in this PDS and Policy Document is of a general nature and does not take into account your individual financial situation, needs or objectives. You should consider how appropriate the cover discussed in this PDS and Policy Document is for your needs before making any decision about these products.

You can find the target market determinations for these products at **clearview.com.au/tmd**.

#### **Up-to-date information**

Information in this PDS and Policy Document is subject to change from time to time. Information that is not materially adverse to you can be updated by us without advising you. If the change to the information is materially adverse, we will notify you as required by law.

You may request a paper or electronic copy of any updated information from us at any time free of charge. Updated information can be obtained by contacting your financial adviser, by calling us on **132 979** or online at **clearview.com.au/pds**.

#### Understanding what we mean

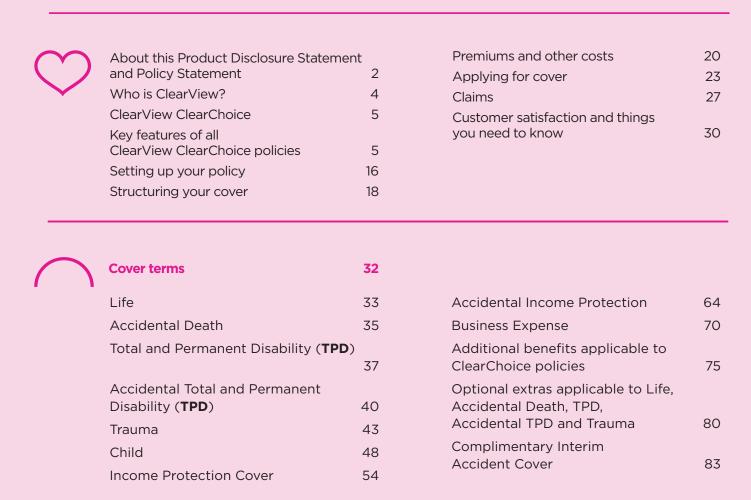
'We/us/our' refers to ClearView, except where reference is specifically to the Trustee as issuer of ClearView ClearChoice Super.

'You/your' refers to the person insured or the policy owner, as the context requires. If you have cover in ClearChoice Super, 'you/your' refers to the person insured as a member of the Fund.

Many of the terms and words used in this document have specific meanings, including some commonly used non-technical words. These words have been italicised and are explained throughout the document and in the Glossary section of this document. These words may be used throughout this PDS and Policy Document in a specific context. You should consult the Glossary and understand the definitions prior to making any decision in relation to either of the products covered in this PDS and Policy Document. Section headings are for convenience only and it is important to read the detailed information which follows a heading in order to ensure you have a full understanding.

This PDS and Policy Document and all insurance policies issued by us will be interpreted in accordance with New South Wales law (including any relevant Federal legislation) and is subject to the exclusive jurisdiction of the Courts of Australia. Premiums and any benefits are payable in Australia, in Australian dollars.

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Who is ClearView?



ClearView Wealth Limited is a financial services company that is listed on the Australian Securities Exchange (**ASX**).

The group's purpose is to support Australians to achieve their financial and wellbeing goals while being a positive force for our staff, community and the environment.

The ClearView group had \$311.4 million in annual in-force life insurance premiums and over \$3.26 billion in funds under management, as at 30 June 2022.

In the 12 months to 30 June 2022, ClearView paid \$102.5m in life insurance claim entitlements to customers and their families.

ClearView Wealth Limited is regulated by the Australian Prudential Regulation Authority (**APRA**) and the Australian Securities and Investments Commission (**ASIC**). It is also subject to ASX listing rules.

For more information, visit clearview.com.au

#### ClearView ClearChoice

ClearView ClearChoice and ClearView ClearChoice Super provide a range of personal and business insurance covers to help with your wealth protection needs. The flexible nature of these products allows you to tailor multiple covers under the one policy or link your cover under separate policies (including policies held inside and outside of superannuation).

Any cover that can be held through a superannuation fund will have the cover availability noted as being available inside super. Additional limitations may apply to ensure compliance with superannuation laws.

#### Key features of all ClearView ClearChoice policies



You are fully covered anywhere in the world, 24 hours a day.



Provision for continuing cover

Your policy will continue each year up until the policy expiry (see the 'When cover ends' section), so long as you continue to pay your premiums when due. We cannot cancel your cover, place any further restrictions on your cover or increase your individual premium (before applicable discounts) because of any change to your health.



Provision for upgrades

If we make a change to the product in the future, we will apply any product enhancements to cover in force at the time of the upgrade where these do not result in an increase to the premium.

These enhancements will apply to claims where the medical condition, *sickness*, *injury* or *disability* occurred or symptoms first became apparent on or after the date these enhancements came into effect.

Where we have applied a product enhancement, we will assess your claim under the terms that are most favourable to you.

If you increase your benefit amount after we have made a change to the product, any increased amount will be on the new terms of the policy only. You cannot choose to have claims assessed against the terms of the policy before the change to the product in respect of that increased amount.



To ensure your cover keeps pace with the rising cost of living, we will automatically increase your benefit amount at each policy anniversary. The rate of increase will be the percentage increase in the *Consumer Price Index (CPI)*.

You can choose not to accept this increase in any year by contacting us before your policy anniversary. You can also ask us not to apply the Indexation Benefit in the future.

There are some circumstances where the Indexation Benefit will not apply. Please refer to page 75 for more information.



When life changes because of any personal or business events, you may need more cover. You can increase your cover in the circumstances described on pages 76 to 78 without the need to provide any further medical information. This makes it easier for you to maintain the right level of cover for your needs. There are some circumstances where the Future Increase Benefit will not apply. Please refer to pages 76 to 78 for more information.

# Life Cover at a glance

Pays a lump sum benefit amount if you die or are diagnosed as being *terminally ill*.



You select the amount of cover, which is known as the benefit amount. Life Cover is available inside and outside super. Please see page 33 for more details on this cover.

Feature	Description		
Possible reasons for holding Life Cover	The benefit amount may be used to pay off the mortgage and other outstanding debts, provide a lump sum that could be invested to provide an ongoing income stream for dependents, or help with estate planning and business buy outs.		
Insured events	<ul><li>Death</li><li>Terminal illness</li></ul>		
Minimum entry age	• 18		
Maximum entry age	<ul><li>75 (stepped premium)</li><li>60 (level premium)</li></ul>		
Expiry age	• 99		
Minimum benefit amount that can be applied for	• \$50,000		
Maximum benefit amount that can be applied for	• \$20,000,000 across all Life and Accidental Death covers with us.		
Premium type (for more information on stepped and level premium types refer to page 20)	<ul> <li>Stepped premium</li> <li>Level premium to age 65 (reverts to stepped at policy anniversary after age 65)</li> </ul>		
Product structure combinations	<ul> <li>Standalone Life Cover</li> <li>Life Cover linked or flexi-linked with TPD Cover         (TPD Cover must not exceed the Life Cover benefit amount)</li> <li>Life Cover linked or flexi-linked with Trauma Cover         (Trauma Cover must not exceed the Life Cover benefit amount)</li> <li>Life Cover linked or flexi-linked with TPD Cover and Trauma Cover         (TPD and Trauma Cover must not exceed the Life Cover benefit amount)</li> </ul>		
Built-in benefits at no extra cost	<ul> <li>Immediate Expenses Benefit (non-super only)</li> <li>Indexation Benefit</li> <li>Future Increase Benefit</li> <li>Premium Freeze Benefit</li> <li>Suspending Cover Benefit</li> <li>Waiver of Monthly Premium While Involuntarily Unemployed Benefit</li> <li>Grief Support Benefit (non-super only)</li> <li>Financial Advice Benefit (non-super only)</li> </ul>		
Options available at an extra cost	<ul><li>Disability Premium Waiver Option</li><li>Business Guarantee Option</li></ul>		

# Accidental Death Cover at a glance

Pays a lump sum benefit amount if you die directly as a result of an *accident*.



You select the amount of cover, which is known as the benefit amount. Accidental Death Cover is available inside and outside super. Please see page 35 for more details on this cover.

Feature	Description		
Possible reasons for holding Accidental Death Cover	The benefit amount might be used to pay off the mortgage and other outstanding debts, provide a lump sum that could be invested to provide an ongoing income stream for dependents or help with estate planning and business buy outs. It is a lower cost alternative to Life Cover because it only provides cover for death as the result of an <i>accident</i> .		
Insured events	Death directly as a result of an accident		
Minimum entry age	• 18		
Maximum entry age	• 75		
Expiry age	• 99		
Minimum benefit amount that can be applied for	• \$50,000		
Maximum benefit amount that can be applied for	\$20,000,000 across all Accidental Death and Life covers with us.		
Premium type (for more information on the stepped premium type refer to page 20)	Stepped premium		
Product structure	Standalone Accidental Death Cover		
combinations	Accidental Death Cover linked or flexi-linked with Accidental TPD Cover     (Accidental TPD Cover must not exceed Accidental Death Cover benefit amount)		
Built-in benefits at no	Immediate Expenses Benefit (non-super only)		
extra cost	Indexation Benefit		
	Suspending Cover Benefit		
	Waiver of Monthly Premium While Involuntarily Unemployed Benefit		
	Grief Support Benefit (non-super only)		
	Financial Advice Benefit (non-super only)		
Options available at an extra cost	Disability Premium Waiver Option		

# Total and Permanent Disability (TPD) Cover at a glance





You select the amount of cover, which is known as the benefit amount. TPD Cover is available inside and outside super. Please see page 37 for more details on this cover.

Feature	Description			
Possible reasons for holding TPD Cover	The benefit amount could be used to pay off the mortgage and other outstanding debts. You might also use this to cover the costs associated with a long-term disability such as full-time care or modifications to your home.			
Insured events	Total and Permanent Disability			
Eligibility requirements	You must be <i>gainfully employed</i> and working for at least 20 hours per week for Own Occupation TPD or Any Occupation TPD			
Minimum entry age	• 18			
Maximum entry age	• 60			
Expiry age	• 70			
Minimum benefit amount that can be applied for	• \$50,000			
Maximum benefit amount that can be applied for	<ul> <li>The following limits apply across all TPD and Accidental TPD covers with us or other insurers.</li> <li>\$5,000,000 across all covers</li> <li>\$5,000,000 if applying for Own or Any Occupation TPD definition for business purposes</li> <li>\$3,000,000 if applying for Own or Any Occupation TPD for personal purposes</li> <li>\$3,000,000 if applying for Non-Occupational TPD (\$2,000,000 if your occupation is listed as Home Duties)</li> <li>Note: Please speak with your financial adviser or call us on 132 979 for more information on occupation categories.</li> </ul>			
Premium type (for more information on stepped and level premium types refer to page 20)	Stepped premium     Level premium			
Type of cover	<ul> <li>Any Occupation TPD</li> <li>Own Occupation TPD (non-super only)</li> <li>Non-Occupational TPD</li> <li>Note: From the policy anniversary immediately after you turn age 65, the TPD definition for your cover will be the Non-Occupational TPD definition.</li> </ul>			
Product structure combinations	<ul> <li>Standalone TPD Cover</li> <li>TPD Cover linked or flexi-linked to Life Cover (TPD Cover must not exceed the Life Cover benefit amount)</li> <li>TPD Cover with linked or flexi-linked Trauma Cover (Trauma Cover must not exceed the TPD Cover benefit amount)</li> </ul>			
Built-in benefits at no extra cost	<ul> <li>Death Benefit (for standalone TPD Cover)</li> <li>Indexation Benefit</li> <li>Future Increase Benefit</li> <li>Premium Freeze Benefit</li> <li>Suspending Cover Benefit</li> <li>Waiver of Monthly Premium While Involuntarily Unemployed Benefit</li> <li>Financial Advice Benefit (non-super only)</li> </ul>			
Options available at an extra cost	<ul> <li>Life Cover Buy Back Option (where TPD Cover is linked or flex-linked to Life Cover)</li> <li>Disability Premium Waiver Option</li> <li>Business Guarantee Option</li> </ul>			

# Accidental TPD Cover at a glance

Pays a lump sum benefit if you become *totally* and permanently disabled directly as a result of an accident and are unable to work again.



You select the amount of cover, which is known as the benefit amount. Accidental TPD Cover is available inside and outside super. Please see page 40 for more details on this cover.

Feature	Description
Possible reasons for holding Accidental TPD Cover	The benefit amount could be used to pay off the mortgage and other outstanding debts. You might also use this to cover the costs associated with a long-term disability such as full-time care or modifications to your home.
	Accident-only TPD Cover is a lower cost alternative to TPD Cover because it only provides cover for <i>total and permanent disablement</i> as a result of an <i>accident</i> .
Insured events	Total and permanent disability directly as a result of an accident
Eligibility requirements	You must be <i>gainfully employed</i> and working for at least 20 hours per week to be eligible to apply for Own Occupation TPD or Any Occupation TPD
Minimum entry age	• 18
Maximum entry age	• 60
Expiry age	• 70
Minimum benefit amount that can be applied for	• \$50,000
Maximum benefit amount that can be applied for	The following limits apply across all TPD and Accidental TPD covers with us or other insurers.  • \$5,000,000 across all covers  • \$2,000,000 across all Accidental TPD covers
Premium type (for more information on the stepped premium type refer to page 20)	Stepped premium
Type of cover	<ul> <li>Any Occupation TPD</li> <li>Own Occupation TPD (non-super only)</li> <li>TPD Super Solutions</li> <li>Non-Occupational TPD</li> <li>Note: From the policy anniversary immediately after you turn age 65, the TPD definition for your cover will be the Non-Occupational TPD definition.</li> </ul>
Product structure combinations	<ul> <li>Standalone Accidental TPD Cover</li> <li>Accidental TPD Cover linked or flexi-linked to Accidental Death Cover (Accidental TPD Cover must not exceed Accidental Death Cover benefit amount)</li> </ul>
Built-in benefits at no extra cost	<ul> <li>Death Benefit (for standalone Accidental TPD Cover)</li> <li>Indexation Benefit</li> <li>Suspending Cover Benefit</li> <li>Waiver of Monthly Premium While Involuntarily Unemployed Benefit</li> <li>Financial Advice Benefit (non-super only)</li> </ul>
Options available at an extra cost	Disability Premium Waiver Option

### Trauma Cover at a glance

Pays a lump sum benefit amount if you are diagnosed with a specified trauma condition and survive 14 days from the date of diagnosis.



You select the amount of cover, which is known as the benefit amount. Trauma Cover is not available inside super. Please see page 43 for more details on this cover.

Feature	Description			
Possible reasons for holding Trauma Cover	The benefit amount could be used to help pay for out-of-pocket medical costs and cover short-term loss of income. This can allow you to focus on recovery rather than worrying about the bills.			
Insured events	Diagnosis or occurrence of a specified trauma condition			
Minimum entry age	• 18			
Maximum entry age	• 60			
Expiry age	• 65			
Minimum benefit amount that can be applied for	• \$50,000			
Maximum benefit amount that can be applied for	• \$2,000,000 across all Trauma covers with us or other insurers			
Premium type (for more information on stepped and level premium types refer to page 20)	<ul><li>Stepped premium</li><li>Level premium</li></ul>			
Product structure combinations	<ul> <li>Standalone Trauma Cover</li> <li>Trauma Cover linked or flexi-linked to Life Cover (Trauma Cover must not exceed the Life Cover benefit amount)</li> <li>Trauma Cover linked or flexi-linked to TPD Cover (Trauma Cover must not exceed the TPD Cover benefit amount)</li> <li>Trauma Cover linked or flexi-linked to Life Cover and TPD Cover (Trauma Cover must not exceed either the Life Cover or TPD Cover benefit amount)</li> </ul>			
Built-in benefits at no extra cost	<ul> <li>Death Benefit (for standalone Trauma Cover)</li> <li>Indexation Benefit</li> <li>Future Increase Benefit</li> <li>Financial Advice Benefit</li> <li>Premium Freeze Benefit</li> <li>Suspending Cover Benefit</li> <li>Waiver of Monthly Premium While Involuntarily Unemployed Benefit</li> </ul>			
Options available at an extra cost	<ul> <li>Trauma Plus Option</li> <li>Trauma Cover Reinstatement Option</li> <li>Life Cover Buy Back Option (where Trauma Cover is linked or flex-linked to Life Cover)</li> <li>Disability Premium Waiver Option</li> <li>Business Guarantee Option</li> </ul>			

### **Child Cover at a glance**

Pays a lump sum benefit amount if your child suffers a specified trauma condition, becomes *terminally ill* or dies.



You can insure more than one child on your policy but each child must have the same benefit amount. Child Cover is not available inside super. Please see page 49 for more details on this cover.

Feature	Description		
Possible reasons for holding Child Cover	The benefit amount could be used to cover the costs of caring for a very sick child, such as stopping work to be with your child, paying out-of-pocket medical expenses or making modifications to the family home.		
Insured events	<ul> <li>Diagnosis of a specified trauma condition</li> <li>Terminal illness</li> <li>Death</li> </ul>		
Minimum entry age	• 2		
Maximum entry age	• 18		
Expiry age	• 21		
Minimum benefit amount	• \$10,000		
Maximum benefit amount	\$200,000 per child with us or other insurers		
Premium type (for more information on the stepped premium type refer to page 20)	Stepped premium		
Product structure combinations	Child Cover can be applied for in conjunction with Life, Accidental Death, TPD, Accidental TPD, Trauma Cover, Income Protection, Accidental Income Protection and Business Expense Cover for an adult. If the adult cover is declined, cancelled (for reasons other than a claim) or lapses, the Child Cover will also be declined, cancelled or lapsed.		
Built-in benefits at no extra cost	<ul> <li>Immediate Expenses Benefit</li> <li>Grief Support Benefit</li> <li>Continuation of Cover Benefit</li> <li>Conversion of Child Cover Benefit</li> <li>Indexation Benefit</li> <li>Suspending Cover Benefit</li> </ul>		

### **Income Protection at a glance**

Pays a monthly benefit amount (the Income Support Benefit) while you are *disabled* as a result of *sickness* or *injury*.

There are three benefit types offered under Income Protection Cover, as shown in the table below. In this PDS and Policy Document, Income Protection Cover describes all three benefit types unless the features described are unique to a particular benefit type, in which case we have used the full name.

Income Protection Cover is available inside and outside super. Please see page 54 for more details on this cover.

Feature	Description		
Possible reasons for holding Income Protection Cover	The monthly benefit amount can help to replace a portion of your income while you are unable to work because of your <i>sickness</i> or <i>injury</i> , help to pay your bills and assist in maintaining your standard of living.		
Benefit type	Income Protection (IP60)		
	Income Protection Flex (IP70 reducing)		
	Income Protection Flex (IP70)		
Insured events	• Disability		
Eligibility requirements	Gainfully employed for at least 20 hours per week		
Minimum entry age	• 18		
Maximum entry age	• 60		
Expiry age	• 65		
Minimum insured monthly benefit amount	\$1,500 per month (including any superannuation contributions)		
Maximum insured monthly benefit amount	\$30,000 per month (including any superannuation contributions) across all income protection and accidental income protection covers with us or other insurers.  This is calculated as 1/12 of:		
	Income Protection (IP60) • 60% of regular annual income		
	Income Protection Flex (IP70 reducing)* and Income Protection Flex (IP70)  • 70% of the first \$300,000 of regular annual income; and 60% of the next \$250,000 regular annual income.		
	* For Income Protection Flex (IP70 reducing), after 24 months from the end of the waiting period, the maximum amount payable reduces to 85.72% of the amount payable in the first 24 months. Refer to page 58 for the full definition of <i>monthly benefit amount</i> .  The amount payable in the event of a claim may be lower than the <i>insured monthly benefit amount</i> . Please refer to the section called 'Income Support Benefit Calculation' on page 57 for information about how the amount payable is calculated.		



Feature	Description		
Premium type (for more information on stepped and level premium types refer to page 20)	<ul><li>Stepped premium</li><li>Level premium</li></ul>		
Waiting period before an Income Support Benefit becomes payable	<ul> <li>30, 60 or 90 days</li> <li>Two years (only available if you are already covered by an existing group income protection policy with a two-year benefit period)</li> <li>Note: Not all waiting periods are available for all occupation categories. Please speak with your financial adviser or call us on 132 979 for more information on occupation categories.</li> </ul>		
Benefit payment period	<ul> <li>Two years (regular occupation)</li> <li>Five years (regular occupation)</li> <li>Age 65 (regular occupation changing to suited occupation 30 months from the date of disability)</li> <li>Note: Not all benefit periods are available for all occupation categories. Please speak with your financial adviser or call us on 132 979 for more information on occupation categories.</li> </ul>		
Built-in benefits at no extra cost	<ul> <li>Death Benefit</li> <li>Indexation Benefit</li> <li>Relapse Benefit</li> <li>Extended Cover Benefit</li> <li>Flexibility to Reduce Two-Year Waiting Period Benefit</li> </ul>	<ul> <li>Future Increase Benefit</li> <li>Waiver of Premium While on Claim Benefit</li> <li>Waiver of Monthly Premium While Involuntarily Unemployed Benefit</li> <li>Suspending Cover Benefit</li> </ul>	
Options available at an extra cost	Income Support Booster Option     (available with 30, 60 or 90-day waiting period only)	<ul> <li>Specified Events Option         <ul> <li>(available with 30, 60 or 90-day waiting period only)</li> </ul> </li> <li>Increasing Claim Option</li> </ul>	
Option available at no extra cost	TPD Lump Sum Option (only available w Note: This option does not cost any extra in pre- your premium.		

# Accidental Income Protection Cover at a glance

Pays a monthly benefit (the Income Support Benefit) amount while you are *disabled* directly as a result of an *injury* due to an *accident*.



Accidental Income Protection Cover is available inside and outside super. Please see page 64 for more details on this cover.

Feature	Description		
Possible reasons for holding Accidental Income Protection Cover	The monthly benefit amount can help to replace a portion of your income while you are unable to work because of an <i>injury</i> due to an <i>accident</i> , help to pay your bills and assist in maintaining your standard of living.  Accident-only Income Protection Cover is a lower cost alternative to Income Protection Cover because it only provides cover for <i>disability</i> that is due to an <i>accident</i> .		
Benefit type	Accidental Income Protection (IP60)		
Insured events	Disability directly as a result of an accident		
Eligibility requirements	Gainfully employed for at least 20 hours per week		
Minimum entry age	• 18		
Maximum entry age	• 60		
Expiry age	• 65		
Minimum insured monthly benefit amount	\$1,500 per month (including any superannuation contributions)		
Maximum insured monthly benefit amount	<ul> <li>\$20,000 per month (including any superannuation contributions) across all income protection and accidental income protection covers with us or other insurers.</li> <li>This is calculated as 1/12 of:</li> <li>60% of regular annual income</li> </ul>		
Premium type	Stepped premium (for more information on stepped premium types refer to page 20)		
Waiting period before an Income Support Benefit becomes payable	<ul> <li>30, 60 or 90 days</li> <li>Two years (only available if you are already covered by an existing group income protection policy with a two-year benefit period)</li> <li>Note: Not all waiting periods are available for all occupation categories. Please speak with your financial adviser or call us on 132 979 for more information on occupation categories.</li> </ul>		
Benefit payment period	<ul> <li>Two years (regular occupation)</li> <li>Five years (regular occupation)</li> <li>Note: Not all benefit payment periods are available for all occupation categories. Please speak with your financial adviser or call us on 132 979 for more information on occupation categories.</li> </ul>		
Built-in benefits at no extra cost	<ul> <li>Death Benefit</li> <li>Indexation Benefit</li> <li>Relapse Benefit</li> <li>Extended Cover Benefit</li> <li>Flexibility to Reduce Two-Year Waiting Period Benefit</li> <li>Waiver of Premium While on Claim Benefit</li> <li>Waiver of Monthly Premium While Involuntarily Unemployed Benefit</li> <li>Suspending Cover Benefit</li> </ul>		
Options available at an extra cost	Increasing Claim Option		

# **Business Expense Cover at a glance**

Pays a monthly benefit amount while you are disabled as a result of sickness or injury and unable to meet the fixed operating expenses of your business.



Business Expense Cover is not available inside super. Please see page 70 for more details on this cover.

Feature	Description		
Possible reasons for holding Business Expense Cover	The benefit amount could be used to help pay your business' fixed operating expenses if you become <i>disabled</i> .		
Insured events	• Disability		
Eligibility requirements	<ul> <li>Available if you are self-employed or a small business owner (with no more than five staff including yourself and other owners), and work a minimum of 20 hours per week in your principal occupation. We also consider the type of occupation you have and your employment status.</li> </ul>		
Minimum entry age	• 18		
Maximum entry age	• 60		
Expiry ages available	• 65		
Minimum insured monthly benefit amount	• \$1,500		
Maximum insured monthly benefit amount	\$60,000 per month (can be up to 100% of <i>eligible business expenses</i> ) across all business expense covers with us or other insurers.		
Premium type (for more information on stepped and level premium types refer to page 20)	Stepped premium     Level premium		
Waiting period before a Disability Benefit becomes payable	<ul> <li>30, 60 or 90 days</li> <li>Note: Not all waiting periods are available for all occupation categories. Please speak with your financial adviser or call us on 132 979 for more information on occupation categories.</li> </ul>		
Benefit period	One year		
Built-in benefits at no extra cost	<ul> <li>Indexation Benefit</li> <li>Relapse Benefit</li> <li>Future Increase Benefit</li> <li>Death Benefit</li> <li>Waiver of Premium While on Claim Benefit</li> <li>Waiver of Monthly Premium While Involuntarily Unemployed Benefit</li> <li>Suspending Cover Benefit</li> <li>Extended Cover Benefit</li> </ul>		
Options available at an extra cost	Specified Event Option (available with 30, 60 or 90-day waiting period only)		

### **Setting up your policy**

#### Who can be covered?

A policy can be set up to cover your own or someone else's life, such as a family member or a business partner.

A separate policy will apply for each insured person. However there is no limit to the number of children insured under Child Cover on one policy.

#### Policy ownership

We give you the choice of having your insurance inside or outside of super. Your financial adviser can help you decide which choice is best for you. The following table helps explain some of the differences.

Ownership inside or outside super	Who is the policy owner?	Who is the person insured?	Who are the benefits paid to?	What policy applies?
Outside super  Policy is referred to as either:  • being held outside super, or  • non-super	An individual which could be you or another person Two or more individuals who own the policy as joint tenants. This means that on a policy owner's death, their share of the policy reverts to the surviving owner(s) A company that is not a superannuation fund trustee	An individual, who could be you or another person	You, your estate or the nominated beneficiary(ies) (for death benefits)	ClearView ClearChoice
<ul><li>Inside super</li><li>Policy is referred to as either:</li><li>being held inside super, or</li></ul>	A person or company that is a trustee of a self-managed superannuation fund (SMSF)	A member of the SMSF	The trustee(s) of the SMSF	ClearView ClearChoice
<ul> <li>a superannuation policy</li> </ul>	The Trustee as trustee of the HUB24 Super Fund (Fund)	A member of the Fund	The Trustee as trustee of the Fund	ClearView ClearChoice Super
	The trustee of another approved superannuation fund	A member of the approved superannuation fund	The trustee of the approved superannuation fund	ClearView ClearChoice

How the policy works in each of these cases is outlined below.

#### Non-super policy - ClearView ClearChoice

In most cases the policy is owned by you, the person insured, but it could be owned by your partner, company or a trust. Income protection policies must be owned by the person insured, unless we are satisfied that the policy owner has an insurable interest in the life of the person insured.

All types of cover offered under ClearView ClearChoice can be held outside super.

#### Superannuation policy - ClearView ClearChoice

This is a policy issued to your SMSF or another approved superannuation fund. Not all types of cover offered under ClearChoice can be held inside super. In addition, when cover is held inside super, the terms can be different than when it is held outside super.

There may be situations where legislation or the rules of the fund may prevent the release of an insured benefit. This can happen even though a claim is admitted by us and payment is made to the trustee of the SMSF or other approved superannuation fund.

The trustee of your SMSF or other approved superannuation fund is responsible for ensuring that your policy is consistent with superannuation and other laws and the governing rules of the fund. The trustee is also responsible for collecting contributions to pay the premiums for this policy, procuring any action by the person insured that is required under this policy, and operating the fund in accordance with the trust deed and rules of the fund and in a manner which ensures that it complies with the SIS Act.

The trustee must notify us as soon as reasonably practical if at any time the policy ceases to be an asset of the superannuation fund, if the fund ceases to be administered in accordance with its trust deed and rules, or if the fund ceases to comply with the *SIS Act*. Should any of these events happen and we, acting reasonably, consider that cover could no longer be offered in its current form, we may make changes to the terms of the policy or terminate the policy and issue a replacement policy. In such circumstances we may, acting reasonably, consult with you on the new terms.

If you are applying for a ClearView ClearChoice policy as the trustee of a SMSF, you should obtain your own professional legal, financial and taxation advice to ensure that the cover you apply for is permitted under superannuation laws and to determine the appropriate taxation treatment.

## Superannuation policy - ClearView ClearChoice Super

This is a policy that is issued by us, ClearView, to HTFS Nominees Pty Limited (Trustee) as Trustee of the superannuation fund known as the HUB24 Super Fund (Fund). The Trustee is responsible for managing the Fund and its service providers to ensure that it complies with all legal requirements and operates in the best financial interests of members. The Trustee is a subsidiary of Equity Trustees (EQT Holdings Limited (ABN 22 607 797 615), a professional trustee company established in 1888 by an Act of Victorian

Parliament. You, as the person insured, are admitted as a member of the Fund by the Trustee and are not the policy owner. However, the Trustee holds the policy in relation to your membership of the Fund.

### IMPORTANT INFORMATION TO MEMBERS OF CLEARCHOICE SUPER

Any benefits paid under the policy will be paid to the Trustee. Premiums paid for the policy are paid by the Trustee after it receives a sufficient contribution from, or a rollover in respect of you, the member. Your membership of the Fund is governed by the Fund's trust deed and superannuation laws. The underlying policy is a contract of insurance between ClearView and the Trustee, and does not govern your membership of the Fund. Your entitlement to:

- be paid a benefit received by the Trustee under the policy, and
- pay contributions or rollover amounts to the Trustee for the Trustee to pay premiums to ClearView for the policy

is subject to any restrictions or limitations that may apply under the Fund's trust deed or under superannuation laws.

It is important for you to understand that at the time of issue of this policy, legislation restricts the payment of certain benefits (including preserved benefits) out of a superannuation fund unless the superannuation fund member has satisfied certain conditions. These restrictions apply to all nondeath related benefits paid to the Trustee under this policy.

The superannuation laws and various benefit rules and restrictions under them may change over the life of this policy. The Fund trust deed may also change and, where the law requires, you will be notified of any changes that affect you. The rules and laws applicable at the time a benefit is payable are the relevant rules and laws.

The Trustee (as the policy owner) can exercise all of the rights of a policy owner, subject to its duties as the trustee of the Fund. For example, the Trustee may cancel all or any part of this policy if it considers it necessary to comply with the law. You may request the Trustee to exercise certain rights it has as the policy owner under the policy. In some limited circumstances, you may be able to enforce the policy against us.

### Structuring your cover

There are a number of ways you can structure your cover. You can hold all your types of cover under the one policy and the cover may be standalone or linked. You can also link cover held under separate policies via flexi-linking.

#### Standalone cover

Standalone cover operates independently of any other cover. When a benefit is paid for a standalone cover it does not reduce the benefit amount for any other cover you hold.

All covers may be purchased as standalone cover except for Child Cover, which may only be purchased with another cover (other than another Child Cover). Any benefit paid under Child Cover will not reduce the benefit amount on any other cover held.

Standalone cover is available inside super for Life Cover, Accidental Death Cover, TPD Cover and Accidental TPD Cover with Any Occupation or Non-Occupational TPD definitions, Income Protection Cover and Accidental Income Protection Cover. Standalone cover is not available inside super for Trauma Cover, TPD Cover with Own Occupation TPD definition and Business Expense Cover. All covers are available as standalone cover outside super. Multiple policies may be held by the same or different policy owners.

#### Linked cover

Linked cover interacts with other covers linked to it. When a benefit is paid, all linked cover will be reduced by the benefit amount paid, and the premium payable for that cover will be adjusted accordingly.

The insured benefit amount of a linked cover cannot exceed the insured benefit amount of the cover to which it is linked. Therefore if the primary cover is reduced (due to a claim, or request to reduce the insured benefit amount, a lapse due to non-payment of premium, or any other reason), the linked or flexi-linked cover will also be reduced so it does not exceed the cover to which it is linked. It will not be reduced if it is the same or less than the reduced primary cover.

The premium you pay for linked cover is generally lower than what you will pay for the same type of standalone cover. For example, you may want to have your TPD and Trauma Cover linked to your Life Cover. This means you have one policy, one policy owner and three types of cover. Similarly, you could have Trauma Cover linked to your TPD Cover.

Linked cover is available inside super (except Trauma Cover and TPD Cover with Own Occupation TPD definition) and outside super.

You cannot link a Life, TPD or Trauma Cover with an Income Protection or Business Expense Cover. These types of cover act very differently: Life, TPD and Trauma Cover pays a lump sum benefit amount and Income Protection and Business Expense Cover pays an ongoing monthly benefit amount.

#### Two linked covers

Where there are two covers linked under a policy (or two linked or flexi-linked policies), the benefit amount under a cover will be reduced by any amount paid under the other cover to which it is linked. For example:

- Life Cover with TPD linked to Life Cover
- Life Cover with Trauma linked or flexi-linked to Life Cover
- TPD Cover with Trauma linked or flexi-linked to TPD Cover
- TPD Super Solutions where Any Occupation TPD cover is flexi-linked to Own Occupation TPD cover

#### Three linked covers

Where Life, TPD and Trauma covers are held under a policy (or two linked or flexi-linked policies), the TPD Cover and Trauma Cover can be linked to Life Cover. There is no direct linking between the TPD Cover and Trauma Cover, which means a claim under one will not directly reduce the other. The benefit amount under a cover will only be reduced by any amount paid under another cover to which it is linked.

For example:

Linking structure	Interaction at claim time
<ul> <li>Life Cover with</li> <li>TPD linked or flexi-linked to Life and</li> <li>Trauma linked or flexi-linked to Life</li> </ul>	Life Cover will be reduced by any amount paid for  the linked TPD Cover  the linked Trauma Cover Linked TPD Cover will be reduced by any amount paid for  terminal illness under the Life Cover Linked Trauma Cover will be reduced by any amount paid for  terminal illness under the Life Cover lifthe Linked TPD or Trauma exceeds the Life Cover after the above adjustments, they will be reduced to be equal to the Life Cover. The reinstatement of Life Cover does not enable linked covers to also be reinstated.

Cover must be issued under separate policies where there are different policy owners. Under flexi-linking, two policies will be issued that will operate similarly to linked cover. The table below lists some of the possible combinations where flexi-linking may be used.

Cover held inside super	Flexi-linked cover held outside super	
Life Cover	<ul><li>TPD Cover</li><li>Trauma Cover</li><li>TPD Cover with linked Trauma Cover</li></ul>	
Accidental Death Cover	Accidental TPD Cover	
TPD Cover Any Occupation	Trauma Cover	

#### **Super Solutions**

Super Solutions is a special type of flexi-linking used across a single cover type. It is available for TPD Cover and Accidental TPD Cover (TPD Super Solutions).

Details of this option for flexi-linking your cover using this option can be found on page 38.

#### Flexi-linking

Flexi-linking is a way of connecting superannuation and non-superannuation covers but allowing you to have different policy owners for each type of cover. For example, you may want to have your Trauma Cover linked to your Life Cover but want your Life Cover to be owned by the trustee of your SMSF and the Trauma Cover to be owned by you, outside of super – flexi-linking enables you to do this.

Flexi-linking is also available between a ClearView ClearChoice policy held outside of superannuation and a policy held through ClearView ClearChoice Super.

Only two policies can be connected through flexilinking.

When a benefit is paid, all flexi-linked cover will be reduced by the amount of the benefit that has been paid and the premium payable for that cover will be adjusted accordingly.

### **Premiums and other costs**

#### How much will it cost?

The amount you pay for a ClearView ClearChoice policy or cover through ClearView ClearChoice Super is called the premium.

As part of the application process, an indicative premium (quote) will be provided to you. The actual premium you pay may be different if:

- you have a birthday during the period between when the quote was provided and when the cover starts:
- after assessing your application, we are only able to offer cover on varied terms which may involve you paying a higher premium (which you agree to);
- government taxes or charges such as stamp duty are introduced or existing rates amended; and/or
- premium rates have changed in accordance with the 'Can premium rates change?' section below.

#### What factors affect my premium?

A number of factors will determine the premium you pay, including the type of insurance, the benefit amount, any optional extras you have selected, the frequency of your premium payments, the combination of covers held, as well as a range of personal factors such as your age, gender, smoking status, health, occupation, pastimes and when the cover starts. We may from time to time offer discounts. These discounts are not guaranteed. They may be varied and not apply over the life of your policy.

For Income Protection Cover, Accidental Income Protection Cover and Business Expense Cover, the waiting period and benefit period will also affect the premium you pay.

If you have selected an extra cost option and the option expires or you are no longer eligible to exercise the option, we will remove it from your cover so you are no longer charged for it, provided you have not exercised any benefit under the option.

#### Can premium rates change?

**Premium rates are not guaranteed.** Regardless of whether you select stepped or level premiums, we may review the premium rates both up or down in the future. Any change to the premium rates will be made when we consider, acting reasonably, that they are necessary to protect our legitimate business interests and will apply to all policies in a defined group.

We will not single out an individual policy.

These changes would be in addition to any age-based increases under a stepped premium type, increases under the Indexation Benefit, or any change in eligibility for premium discounts over time.

If we change the premium rates, we will give you at least 30 days' notice in writing and the change will take effect from the earlier of:

- the next policy anniversary; or
- any cover alteration request after the change is introduced.

#### Premium type

You can choose the premium type that best suits your needs.

The premium type describes the way that future premium rates are calculated. None of these premium types offer a guarantee against increases due to a premium rate change, as described in the section 'Can premium rates change?'.

#### Stepped premium

Premiums generally increase due to age and can also increase due to changes in your benefit amount insured (e.g. under the Indexation Benefit) or a premium rate review

Where your premium type is specified as 'stepped premium', your policy premiums are recalculated each year based on your increase in age and any changing benefit amounts.

Premiums can also vary, up or down, if we review our premium rates in accordance with the 'Can premium rates change?' section on this page.

Any taxes or monthly payment loading applicable, and any policy discounts you are eligible for, are then applied.

#### Level premium

Premiums will not increase due to age, but can increase due to changes in your benefit amount insured (e.g. under the Indexation Benefit) or a premium rate review

Where your premium type is specified as 'level premium', your policy premiums do not increase due to age, however they are likely to be higher at the commencement of your policy compared to a stepped premium type. Level premiums can increase due to increases in your benefit amount insured.

Premiums can also vary, up or down, if we review our premium rates in accordance with the section 'Can premium rates change?'

The premium is calculated based on your age when level premiums were selected. The premium for other increases in cover, including increases under the Indexation Benefit, will be based on your age at the time of the increase in cover.

If you have a level premium and exercise the Trauma Cover Reinstatement Option or Life Cover Buy Back Benefit, the cost of the reinstated cover is calculated based on your age when level premiums were originally selected for the cover, as well as your age as at any subsequent increases in your benefit amount insured (including under the Indexation Benefit) that were made to the cover.

Your level premium will convert to a stepped premium basis on the policy anniversary immediately after you turn age 65 if your policy continues beyond this date. Any taxes or monthly payment loading applicable, and any policy discounts you are eligible for, are then applied.

#### Paying your premium

You may pay your premiums monthly or annually via the following payment methods.

#### Method of payment/contribution

Premium frequency	MasterCard Visa or Direct Debit	Platform Billing	BPAY®	Rollover (transfer)*
Annually	Yes	Yes	Yes	Yes
Monthly	Yes	Yes	No	No

<sup>\*</sup>This method of payment is only available where cover is held through ClearView ClearChoice Super. Please refer to ClearView ClearChoice Super Rollover PDS for more information on this payment method

If paying via BPAY, you will need to quote the following:

#### Non-superannuation policy



**Biller Code:** 354654

Reference Number: Policy number

#### Superannuation policy



**Biller Code:** 354647

Reference Number: Policy number

Telephone & Internet Banking – BPAY\* Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

If you pay your premium monthly, we will apply a premium frequency loading to your premium. This loading is a percentage of the annual premium and helps cover the costs of collecting your premium on a deferred and more frequent basis in smaller amounts, and includes premium waiver benefits only available with a monthly payment frequency. The frequency loading for paying monthly is 8% at the time this PDS and Policy Document was prepared.

#### If you stop paying your premiums

To ensure your cover continues, you must pay your premium when it is due. If you don't pay your premium within 30 days of the due date, we will write to you explaining that we will cancel your policy and the date from which this will apply. If we cancel your policy all cover will cease and you will be unable to make a claim for an event which occurs after the date cover ceases.

### IMPORTANT INFORMATION FOR CLEARVIEW CLEARCHOICE SUPER

For ClearView ClearChoice Super, you, as the member and the person insured are responsible for ensuring that you make contributions or rollovers to the Fund to cover the cost of your premiums payable by the Trustee. Government legislation, including taxation legislation, affects and restricts the circumstances when contributions can be made to a superannuation fund.

If you cannot or do not make contributions or rollovers to fund your premiums, the Trustee will not pay the premiums to keep this policy in-force.

If the policy discontinues, your entitlement to benefits under ClearView ClearChoice Super will stop.

<sup>&</sup>lt;sup>®</sup> Registered to BPAY Pty Limited ABN 69 079 137 518.

#### Government taxes and charges

The premium may include allowances for current government charges and taxes including stamp duty. Stamp duty is either incorporated into the base premium rate or is an additional charge. If it is an additional charge it will be shown on your annual statement.

The premium applicable to your Policy is input taxed for the purposes of GST. Goods and services tax is not payable on your premiums or on any benefits you receive.

We may pass on to you any applicable new or increased government taxes or charges.

#### Health Rewards

Our Health Rewards program is a voluntary program that encourages you to actively engage in managing your health and wellbeing.

When your policy starts, Health Rewards provides an initial premium discount, which is included in the quoted premium. The discount continues or reduces depending on whether you complete the Health Rewards requirements on subsequent policy anniversaries.

If you complete the Health Rewards requirements, your Health Reward discount will reset back to the full Health Reward discount. The discount will apply from the policy anniversary immediately after you have completed the requirements.

If you do not complete the Health Rewards requirements, then your premium will simply continue to be determined without a reset to the discount.

We will contact you prior to the policy anniversary to provide details of the requirements and the date when they need to be completed.

The ability to reset the discount is not available if your cover has been issued with a medical premium loading or is accidental cover, as stated on your policy certificate. This program is not available for Child Cover.

The Health Rewards discounts are not guaranteed and may be varied from time to time at our absolute discretion. A change in the discount we apply does not constitute a change in premium rate under this policy.

For information regarding the amount of any Health Rewards discount which may be applicable and other details on the Health Rewards program, contact your financial adviser or call us on **132 979**.

#### Premium refunds

If a refund becomes payable because your cover comes to an end or you have made an alteration to your policy which reduces the cost of your insurance, we will calculate the premium refund as follows:

- For monthly premium payment, based on the next premium instalment date
- For annual premium payment, based on a pro-rata to the equivalent billing date in the next month

If your cover is held inside super, refer to page 94 for more information about premium refunds.

### **Applying for cover**

You will need to speak with your financial adviser to purchase insurance cover under ClearView ClearChoice or ClearView ClearChoice Super. They can help you determine the type of cover and the benefit amount that will best suit your needs.

Under superannuation law, there are restrictions on the provision of insurance cover to a person:

- who is under age 25; or
- who has an account balance of less than \$6,000;
   or
- whose account has been inactive for a continuous period of 16 months or more.

If you apply for insurance cover inside super, to ensure we can provide you with cover in accordance with the legislative restrictions referenced above, your application will include an election for cover to be provided to you even if you meet one of the criteria set out above.

# Your duty not to make a misrepresentation

This duty applies to the person who is applying for the policy and the person whose life will be covered.

#### Your duty

In applying for life insurance and answering our questions, you are under a duty to take reasonable care not to make a misrepresentation. This means that, when responding to our questions, your answers must be based on your actual belief that the information you are providing is accurate.

You should therefore think carefully about the answers you provide to our questions because if they are untrue, inaccurate, or dishonest then this could be regarded as a misrepresentation.

Your duty to take reasonable care not to make a misrepresentation continues up until the time we accept your application. For example, when we contact you to confirm the answers you gave or ask further questions prior to your policy commencing, the same duty applies.

Should your insurance contract be extended, varied or reinstated your duty will also apply to any of our further questions or where we have asked you to confirm the answers you previously gave remain accurate.

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

If, when answering our questions you have not met your duty to take reasonable care not to make a misrepresentation, a number of remedies may be available to us which can have serious consequences for you. For example, we may be able to:

- avoid the cover. This means that the policy is treated as though it never existed and that you will not be able to make a claim under the policy, however we will return your premiums;
- reduce the amount of the cover using a set formula which takes into account the premium that we would have charged if we had received the correct information. This means that we may reduce the insurance benefit under the policy; or
- vary the terms of the cover to put us in the
  position we would have been in if we had received
  the correct information. For example, we may
  apply an exclusion to your cover under the policy.

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

- what we would have done if the duty had been met, for example, whether we would have offered cover and, if so, on what terms;
- whether the misrepresentation was fraudulent, including that any misrepresentation was made deliberately or recklessly;
- whether the misrepresentation was innocent, including whether any misrepresentation made was not made deliberately or recklessly; and
- in some cases how long it has been since the cover started.

The consequences will apply to each type of cover that could have been issued as a separate policy.

In the event that we identify a possible misrepresentation before deciding whether to offer you a policy, we will contact you to explain our reasons, how to provide further information, and what you can do if you disagree with us.

### Determining whether reasonable care has been taken

We will take into account all relevant circumstances in determining whether there has been a failure to take reasonable care not to make a misrepresentation, including your particular circumstances and whether you had a financial adviser.

If someone helps you to answer the questions, including for example a financial adviser, you should check every answer as you are still responsible for checking that the answers are accurate.

For more information around your duty please read this PDS and Policy document. If you need help answering any of our questions, please speak to your financial adviser or contact us on **132 979**.

You can ask us to send you a copy of your answers we used to assess the application for insurance.

#### When your cover starts

Cover starts once your application has been approved and we have received the first premium or a valid rollover request authority. If your cover is held through ClearView ClearChoice Super, you must be a member of the Fund before your cover can commence.

If you have elected to pay your annual premium via a rollover, we will give you 30 days after the cover start date for the funds to be rolled over into the Fund. If we have not received the funds prior to the end of the 30-day period, we will notify you and give you the opportunity to speak with your superannuation fund. If we are experiencing a delay in receiving your rollover funds, we encourage you to make contact with your superannuation fund to see if they can promptly process your rollover request.

We will provide you with a policy certificate for each policy you are issued. For example, if you applied for flexi-linked cover, you would receive two policy certificates, one for the cover held inside super and another for the cover held outside super.

The policy certificate sets out the details of your cover including person insured; benefit amount; cover start date; premium type; additional options that have been selected; and any special conditions or varied terms that may apply to your cover.

#### Your policy is a contract

Your policy is a contract that consists of:

- · this PDS and Policy Document;
- any other documents we issue which vary your policy, in accordance with this PDS; and
- the latest policy certificate we have issued in relation to your policy.

These documents are important. You should read them carefully and keep them in a safe place.

#### Cooling off period

If for any reason you feel that your policy does not meet your needs, you can cancel it by notifying us in writing (by post or email) during the cooling off period. We will cancel your policy from the cover start date and refund any premiums you have paid.

The cooling off period is 30 days and starts on the earlier of:

- the date you receive your policy, or
- · five business days after your cover start date.

If you have applied for cover through ClearView ClearChoice Super, your refund may be required to be preserved within super.

You will not be able to cancel your policy under the cooling off period if you have already made a claim under the policy or, for ClearView ClearChoice Super, have exercised any other rights in relation to the Fund.

#### When your cover ends

As long as you continue to pay your premiums, we will continue to provide cover until the earlier of:

- the date on which all entitlements under the cover are paid;
- you die;
- the policy anniversary immediately after the expiry age (the expiry age for each type of cover and premium is explained in the PDS and Policy Document and is also stated on your policy certificate);
- we cancel your cover following your request, with the cancellation effective from the next premium instalment date (or the equivalent billing date in the next month if the premiums are paid annually);
- we cancel your cover because premiums are unpaid when due, in accordance with the 'If you stop paying your premiums' section on page 21 of this PDS;
- we cancel your cover when permitted to do so under law (see 'Your duty not to make a misrepresentation' on page 23); or
- for cover held through ClearView ClearChoice Super, 30 days after you cease to be a ClearView ClearChoice Super member of the Fund or when you become ineligible for ClearView ClearChoice Super membership of the Fund under law.\*
- when all cover ceases, the policy ceases.

<sup>\*</sup> If your cover is held through ClearView ClearChoice Super and you wish to continue your cover with a non-superannuation policy, please refer to the section on Continuation option on page 94 of the PDS and Policy Document.

### Making changes to your policy

#### Changing the policy owner

You may transfer the ownership of your policy (other than a ClearView ClearChoice Super policy) to another person, subject to relevant laws, including superannuation law, by completing a Memorandum of Transfer (which must be signed by you and the transferee) and sending it to us with your original policy to be registered.

If you choose to apply for cover through ClearView ClearChoice Super, the Trustee is the owner of the policy. Generally, the Trustee will not transfer ownership to another person, superannuation fund or entity.

#### Variations to the policy

Subject to the following and the section 'Provision for continuing cover' on page 5, any variation of this policy which affects your benefits must be agreed to between the parties and any agreement by us must be in writing.

To the extent permitted by law we may otherwise unilaterally vary this policy as a result of any changes in the law as they affect this policy, or if the variation is not prejudicial to you.

To the extent permitted by law, any such unilateral variation of this policy will apply to all ClearView ClearChoice and ClearView ClearChoice Super policies in a defined group and you will be given at least 30 days' notice in writing of any new conditions.

#### Replacement cover

Where you have told us that this policy or the cover issued under this policy replaces existing cover with us or another insurer, the cover issued under this policy is conditional upon the existing cover being cancelled. If the cover under the existing policy is not cancelled prior to a claim arising under this policy, we will reduce any amount payable under this policy by the amount received under the policy that was to be replaced.

Please refer to the 'Risks' section on page 30 for further details about the risks of replacing your existing cover.

You should not cancel any existing cover until your new policy has been accepted.

#### Requests to vary your cover

You may request to vary your cover options, your benefit amount, or premium type subject to the maximum entry age and the available options described for your selected cover type in the most recent issue of this PDS.

If you wish to reduce your level of cover, remove an option, or change to a more restrictive option, you must notify us of your request in writing.

If you wish to increase your level of cover, add an option, or change to a less restrictive option, you will need to complete an application for the increase. This application may include questions on your health, occupation and pastimes to help us decide if the cover can be accepted under our standard terms.

#### Cancelling your policy

You can cancel your policy by notifying us of your request in writing or by contacting us on **132 979**.

By cancelling your policy, we will no longer deduct insurance premiums for your policy, your insurance cover will cease and you will be unable to make a claim for an event which occurs after the date cover ceases. There is no refund of premiums, except for annual payments made in advance where a pro-rata refund is available calculated from the corresponding billing date of your policy in the next month.

#### **Claims**

ClearView takes its commitment to pay claim entitlements seriously. After all, that is why you chose to purchase a ClearView policy. This section provides some information about our claims process. Further information can be found at **clearview.com.au**, including our Claims Philosophy and Claims Guide, or by calling us on **132 979**.

As part of our commitment to you, when you make a claim, ClearView undertakes to:

- treat you with compassion and respect and will make the claims process as straight-forward as possible for you;
- take the time to understand your situation and your claim as well as facilitate easy and open communication throughout the claims process;
- advise you of our process from the beginning;
- keep you advised of developments occurring in relation to your claim. It is important to us that you understand what is occurring in relation to your claim and the progress of our assessment;
- explain to you the impact of any information we obtain in relation to your claim;
- advise you as soon as reasonably practicable in circumstances where we require additional information or need to undertake investigations in order to complete the assessment of your claim; and
- work with you in reaching a mutually agreeable time and location if we require you to be independently examined.

We also promise to clearly communicate our decisions with you and will:

- give you our reasons in writing if we do not accept your claim or where we make an adverse decision in relation to your claim;
- endeavour to reach a fair resolution with you should you not agree with any decision we make;
   and
- assist you to identify other options available if we are not able to reach a resolution.

#### Making a claim

If you believe you may be eligible for a claim, you should notify us as soon as reasonably possible.

You must provide us with information we reasonably need to establish your entitlement to a benefit.

At a minimum we will require:

• our claim form completed in a manner acceptable

to us, acting reasonably, and

• proof of your age, if not already provided.

The evidence that you will need to provide depends on the nature of your claim and policy.

We may, acting reasonably, require you to attend and engage with the following providers:

- · independent medical examiner;
- · occupational rehabilitation service provider;
- forensic accountant, which may involve a financial audit or information from your accountant; and/or
- consultant appointed by us to discuss the circumstances surrounding your claim.

We may require additional information in relation to your application for or variation to cover or we may conduct an investigation into the information provided with your application for, or variation to, cover. We may also require, acting reasonably, your assistance in relation to any investigation we undertake in relation to a claim or your application, including obtaining information from relevant third parties, such as your health provider(s) or financial and tax advisers.

If you do not provide the evidence that we require or you do not attend and engage with the providers outlined above, we may not be able to establish your entitlement to a benefit.

If we are prejudiced because of an unreasonable delay in you lodging a claim or any other act in relation to your claim, we may, acting reasonably, refuse the claim or reduce the amount of the benefit to the extent we are prejudiced.

# Rehabilitation and return-to-work support

As an established insurer with a strong history in supporting customers who have suffered an injury or illness that has impacted their ability to work, ClearView understands how important work is to wellbeing and its role in recovering after an illness or injury.

As part of our claims process, ClearView may work with you, where reasonably appropriate, to help prepare a recovery plan, and engage in occupational rehabilitation programs that will assist in your return to life and work. This may include up-skilling and/or re-training.

If we identify any re-training or re-skilling, we will only recommend it where it is compatible with your

existing education, training or experience and will lead to gainful employment. However, if you request and we agree to it, we may support re-training and re-skilling outside of your existing education, training or experience. The aim is to help you recover your health and return to work, where it is appropriate and we will do so in consultation with you, your medical practitioner, appropriate medical specialist including independent medical examiner, allied health professionals and/or return-to-work specialists to ensure any approach is appropriate for your sickness or injury.

ClearView is a signatory to the 'Realising the Health Benefits of Good Work Consensus Statement', which is an initiative from the Australasian Faculty of Occupational and Environmental Medicine (AFOEM) of The Royal Australasian College of Physicians (RACP). Some of the key principles about the relationships between health and good work from the Consensus Statement include:

- The provision of good work is a key determinant of the health and wellbeing of employees, their families and broader society;
- Long-term work absence, work disability and unemployment may have a negative impact on health and wellbeing;
- Providing access to good work is an effective means of reducing poverty and social exclusion;
   and
- With active assistance, many of those who have the potential to work, but are not currently working, can be enabled to access the benefits of good work.

#### Recovery support

As part of our claims process, ClearView may provide recovery support where you have made a claim under TPD, Accidental TPD, Income Protection, Accidental Income Protection and Business Expense Covers. If you have lodged a claim in relation to a sickness or injury under one or more of these covers and you participate in a program and/or equipment is purchased that we agree acting reasonably is needed for your recovery or return to work, we may agree to pay the costs for the following items delivered by a third-party:

- occupational rehabilitation and occupational assistive devices:
- financial health coaching, business coaching, support in maintaining and/or updating qualifications;

where a claim has been made under Income
Protection or Accidental Income Protection Cover
– after the Income Support Benefit has been paid
for at least six months, retraining or reskilling
services.

All payments will be made directly to the third-party provider and will be paid during the waiting period (if any) and while you are on claim.

The maximum amount that we will pay under Recovery Support over the life of the policy is

- 12 times the monthly benefit amount for Income Protection, Accidental Income Protection and Business Expense Covers; and
- \$10,000 for TPD and Accidental TPD Cover.

Any Recovery Support that we agree to pay will be in addition to any benefit payable under this policy.

We must agree before you commence the program or the equipment is purchased. If we don't agree to the costs before they are incurred, we will only pay such costs to the extent we would have agreed if you had asked beforehand.

We will not pay costs:

- where we do not agree the program or equipment is necessary for your recovery or return to work;
- where you are entitled to have the expense paid or reimbursed by another source; or
- which we are not permitted by law to reimburse or which are regulated by the National Health Act 1953 (Cth) or the Private Health Insurance Act 2007 (Cth).

#### Ongoing claims

Where claim payments are ongoing, you may be required to provide evidence periodically until your claim or cover ends, which is reasonably necessary to establish your continued entitlement to the benefit payments. If you do not provide the evidence that we require we may, acting reasonably, reduce, cease or suspend payments to the extent your continued entitlement to the benefit cannot reasonably be established.

We will tell you should this apply to you and give you reasonable opportunity to provide the evidence before doing so. We will continue your payment where you can reasonably demonstrate any delay is beyond your control. The evidence that you will need to provide depends on the nature of your claim and policy. You can find detailed information about evidence requirements for ongoing claims in our

Claims Guide, which can be found at **clearview.com.au** or you can request a copy by calling us on **132 979**.

Claims while overseas

If you are outside of Australia while being assessed for or receiving benefit payments then payments will only be made if you can or continue to meet the requirements set out under the relevant benefit and provide the evidence that we may require, acting reasonably. If you are unable to do so, Clearview may, acting reasonably, request that you:

- attend an independent medical examination approved by us acting reasonably in your region;
- · return to Australia for assessment.

# Medical and financial documentation – who covers the cost?

The cost of producing evidence, such as medical and financial information, which we may reasonably require to establish the validity of a claim, is your responsibility. However, if we require you to attend an independent medical examination, we will pay for it, including the cost of production of reports and travel costs agreed in advance (but excluding missed appointment fees).

#### Adjustments to payments

In the event an amount is paid to you in error or in good faith before we complete our assessment of a new claim, or during an ongoing claim, and you are later assessed as ineligible to receive part or all of the benefit as a result of evidence you provide, we may:

- · recover money already paid;
- offset overpayments against future benefits; and/ or
- withhold future benefit payments.

We will act reasonably in deciding whether to recover, offset or withhold payments. We will provide an explanation of the reasons for the recovery, offset or withholding of future benefits, provide reasonable notice and where repayment is required, reasonable time to repay.

#### Who receives the benefit?

Generally, the policy owner will receive any benefits that become payable. For Life Cover held outside super, where a beneficiary has been nominated on a policy, they will receive the death benefit.

Where cover is held through:

- ClearView ClearChoice Super, we pay the benefit to the Trustee and the Trustee determines who will receive the benefit in accordance with the governing rules of the Fund and superannuation law. Please refer to page 97 for further details.
- your SMSF or approved superannuation fund, we pay the benefit to the trustee of the SMSF or approved superannuation fund and they will determine who will receive the benefit in accordance with the governing rules of the SMSF or approved superannuation fund (as applicable) and superannuation law.

#### Nominating a beneficiary

This section describes the terms for nominating a beneficiary for a non-superannuation policy. For information on nominating a beneficiary for ClearChoice Super, please refer to 'Payment of death benefits' on page 97. A nominated beneficiary is a person(s) who has been nominated by you, as the policy owner, to receive part or all of the benefits payable in the event of the death of the person insured. The policy does not confer any other rights on a beneficiary. You can nominate up to five beneficiaries to receive any death benefits payable, subject to the following rules:

- a nominated beneficiary must be a natural person, corporation or trustee;
- a nominated beneficiary will receive the designated portion of any money payable under the relevant cover;
- if a nominated beneficiary dies or the corporation or trustee ceases to exist before a claim is made, then any benefit that would have been payable to the beneficiary will be paid to the policy owner or the policy owner's estate;
- if ownership of the policy is assigned or transferred to another person or entity, then any previous nomination of beneficiary becomes invalid;
- the policy owner can make or change a nomination at any time provided we receive your nomination in writing prior to your death; and
- all nominations must be in whole numbers and total 100%.

You are the beneficiary when a child is insured. You may not nominate any other beneficiary to receive a Child Cover benefit.

### Customer satisfaction and things you need to know

# Life Insurance Code of Practice (Code)

ClearView has adopted the Code, which has been designed to raise standards across the life insurance industry. This covers many aspects of your relationship with us, from buying insurance to making a claim. It is monitored by an independent committee to ensure effective compliance by life insurers. More information can be found about the Code at clearview.com.au/codes-of-practice/

#### Additional information

If you would like further information about ClearView ClearChoice or ClearView ClearChoice Super, or if you have a question about your cover, your premiums, any communication we have sent you or a decision that has been made regarding your cover, contact your financial adviser or call us on 132 979. We will provide you with information irrespective of whether you are making an insurance claim.

If you hold cover through ClearChoice Super, you can also access the following information upon request:

- · details of your cover;
- the insurance contract between us, as the Trustee and the insurer (sometimes called the policy certificate):
- the Product Disclosure Statement relevant to your cover;
- · the Fund's trust deed;
- · any personal information we hold about you; and
- information relied on to decide your claim or complaint.

# Additional support for vulnerable people

We recognise that some people may have specific needs due to disability, injury, a physical or mental health condition, suicidality or suicidal behaviours, family violence, financial distress, age, remote location, Aboriginal and Torres Strait Islander status, cultural background, language barriers or literacy barriers. Where additional assistance is required, we will provide support to the best of our ability.

#### **Risks**

Before you consider purchasing a ClearView ClearChoice policy or applying to be covered through ClearView ClearChoice Super, it is important you understand the risks that can impact you.

#### What is risk?

Risk is defined as uncertainty and unpredictability. The following is a summary of the general risks. These are not exhaustive and there could be other risks which could adversely impact you. You should seek your own professional advice on the appropriateness of this product for your circumstances before making a decision.

#### General risks

There is a risk that:

- the cover type or amount of cover may not be appropriate for your needs (you should consider the options you select carefully)
- if you become unable to pay your premium in the future we may cancel your cover;
- if you do not meet your obligations under your duty not to make a misrepresentation (see page 23), we may avoid the cover, reduce the benefit amount payable or vary the terms of the cover;
- should an exclusion apply to your policy, a benefit may not be paid to you;
- premium rates are not guaranteed and we may review the premium rates both up or down in the future, regardless of which premium type you select, in accordance with the 'Can premium rates change?' section on page 20 of this PDS;
- if some or all of your cover is held through super, you may be unable to access the benefit amount if you do not meet a condition of release under superannuation law; and
- if you are paying for your premiums using superannuation money, there is a risk of eroding your superannuation balance.

Additional risks apply if you are applying for cover under this policy to replace existing cover held with us or another insurer:

- you may lose access to any accrued benefits or loyalty features of the existing cover;
- this policy may not fully match the benefit inclusions of the existing cover;

- waiting periods may start again if you are not replacing equivalent existing cover
- exclusions which have ceased to apply on your existing cover may be applied on this policy; and
- a claim which may have been payable under your existing cover may not be payable under this policy if your health has declined. This may be the case even if we issue your cover under standard terms but you did not meet your duty not to make a misrepresentation (see page 23).

#### If you have a complaint

Our customers are important to us. If something goes wrong, we're determined to make it right again. If you have an experience with us that you are not satisfied with, we're here to resolve the issue.

If you have a complaint, please call us on **132 979** or write to:

Complaints Resolution Manager ClearView Reply Paid 4232 Sydney NSW 2001

Email: complaints@clearview.com.au

We will acknowledge your complaint within one business day (being Monday to Friday except for public holidays in Sydney NSW) of receiving it, or as soon as practical.

#### Cover held through ClearView ClearChoice

If you are not satisfied with how we respond to your enquiry or complaint or we have not dealt with your complaint within 30 calendar days (or within any extended period you approve), you may contact the Australian Financial Complaints Authority (AFCA).

#### Cover held through ClearView ClearChoice Super

If you make a complaint and the Trustee resolves it within 5 business days from receipt to your satisfaction, we are not required to send you a formal complaint response, unless you request one; or your complaint relates to hardship, a declined insurance claim, the value of an insurance claim or for any decision of a trustee (or failure by the trustee to make a decision) relating to a complaint.

We aim to address your complaint within 45 calendar days and will provide a final response to your complaint in writing or via electronic communication:

- for complaints about superannuation death benefit distributions, within 90 calendar days after the expiry of the 28-day calendar period for objecting to a proposed death benefit distribution;
- for all other complaints, within 45 calendar days of receiving your complaint.

In exceptional cases where there is no reasonable opportunity for us to respond within the applicable timeframe above because resolution of the complaint is particularly complex or because of circumstances beyond our control which cause complaint management delays, we will need more time to respond to your complaint.

In these cases, before the applicable timeframe above expires, we will provide you with a notice:

- telling you that we need more time;
- setting out our written reasons for the delay;
- clearly communicating our revised expected timeframe; and
- setting out information about your right to take your complaint to the Australian Financial Complaints Authority (AFCA) if you are dissatisfied and the contact details for AFCA.

#### Australian Financial Complaints Authority (**AFCA**)

AFCA provides fair and independent financial services complaint resolution that is free to consumers. You are able to lodge a complaint directly with AFCA, however we encourage you to contact us first so we can resolve the matter with you and if you have not done so, they will likely refer you back to us in any event. You can contact AFCA at:

Australian Financial Complaints Authority

**GPO Box 3** 

Melbourne VIC 3001 Phone: 1800 931 678

Email: info@afca.org.au Website: afca.org.au

Time limits may apply, so you should act promptly. To find out more about the time limits that are applicable to your type of complaint, please refer to the AFCA website.



# **Cover terms**

#### **Life Cover**

(available inside and outside super)



# When the Life Cover benefit amount is payable

If you die or are diagnosed with a terminal illness, we will pay the Life Cover benefit amount stated on your policy certificate (including any increases or decreases that have been made under the terms of the policy).

#### Terminal illness means

You are certified by two *medical practitioners* as suffering from a *sickness* which is incurable and for which:

- your condition has progressed to a point where your death is medically expected to occur within 24 months while adhering to standard treatment protocols available at the date of certification, and
- both of the certificates are current, and at least one of the medical practitioners must be an appropriate medical specialist in your condition approved by us at the time of claim, acting reasonably.

# When the Life Cover benefit amount will not be paid

We will not pay any benefit under Life Cover if your death is caused directly or indirectly by:

- suicide or an intentional self-inflicted act within 13 months of:
  - · the cover start date
  - an increase in the benefit amount (but only in respect of the increased amount and does not include an increase in cover as a result of the Indexation Benefit); or
  - the date on which cover was last reinstated (except when exercising the Life Cover Buy Back Benefit); or
- anything we have specifically excluded, as stated on your policy certificate.

#### Replacing an existing life cover policy

The 13-month suicide or intentional self-inflicted act exclusion will not apply if your Life Cover is replacing an existing life cover policy issued by us or another insurer if:

- the insurance under the policy to be replaced has been in place for a minimum of 13 consecutive months immediately prior to the commencement of this cover;
- the policy to be replaced is cancelled immediately after the issue of this cover;
- all similar exclusions have expired under the policy to be replaced (including exclusions which were applied to the policy after its commencement due to, for example, reinstatements or increases); and
- no claim is payable or pending under the policy to be replaced.

Where the benefit amount under this cover being issued by us exceeds that of the policy that is being replaced, this exclusion will apply to the excess benefit amount.

#### Immediate Expenses Benefit

### This benefit is only available if Life Cover is held outside super.

When we receive the person insured's death certificate (or any other evidence that is reasonable in the circumstances of the person insured's death), we will advance the lesser of \$25,000 and the Life Cover benefit amount while we assess the Life Cover claim.

The Life Cover benefit amount will be reduced by the amount paid under this benefit. Payment of the remaining Life Cover amount is subject to our assessment of the claim. Payment of this benefit is not an admission of our liability to pay a Life Cover claim. We reserve the right to recover the amount of the Immediate Expenses Benefit paid if a Life Cover claim is subsequently declined. If we exercise this right, we will provide reasonable notice and time to repay.

#### Grief Support Benefit

## This benefit is only available if Life Cover is held outside super.

If we pay the Life Cover benefit amount we will reimburse the cost of up to four hours of grief counselling sessions for you, the person insured (on *terminal illness*) or an *immediate family member* of the person insured.

The maximum total amount we will reimburse under the Grief Support Benefit for each person insured is \$1,000.

#### Limitations

The counselling session must be provided by an accredited counsellor that we have approved, acting reasonably.

A copy of the invoice or receipt showing the services and amount paid must be given to us upon request.

#### Additional built-in benefits

The following benefits are also provided under Life Cover at no extra cost. Details of these benefits are included on pages:

Built-in benefit	Page
Indexation Benefit	75
Suspending Cover Benefit	75
Waiver of Monthly Premium While Involuntarily Unemployed Benefit	75
Future Increase Benefit	76
Financial Advice Benefit (non-super only)	79
Premium Freeze Benefit	79

## Optional extras for tailoring your Life Cover

When you apply for Life Cover, there are a number of options available which allow you to tailor your cover to best suit your needs. The following options are available for an extra premium and, if selected, will be included on your policy certificate. Details of these options are included on pages:

Optional extras	Page
Business Guarantee Option	80
Disability Premium Waiver Option	81

## Complimentary Interim Accident Cover

You may be entitled to Complimentary Interim Accident Cover while your application for Life Cover is being assessed. Please refer to page 83 for the terms of Complimentary Interim Accident Cover.

## When the Life Cover benefit amount is reduced

Your Life Cover benefit amount will be reduced by any amount paid:

- under this cover for terminal illness;
- under this cover for the Immediate Expenses Benefit;
- for TPD Cover that is linked or flexi-linked to your Life Cover; and
- for Trauma Cover that is linked or flexi-linked to your Life Cover.

#### When Life Cover ends

Life Cover will end on the earlier of the:

- date of your death;
- date when all entitlements under the cover are paid;
- policy anniversary immediately after you turn age 99; or
- · date when the policy ends.

#### **Accidental Death Cover**

(available inside and outside super)



## When the Accidental Death Cover benefit amount is pavable

If you die solely and directly as a result of an *accident* and your death occurs within 90 days of the *accident* and is independent of any other cause, we will pay the Accidental Death Cover benefit amount stated on your policy certificate (including any increases or decreases that have been made under the terms of the policy).

# When the Accidental Death Cover benefit amount will not be paid

We will not pay any benefit under Accidental Death Cover if your death is caused directly or indirectly by:

- suicide or an intentional self-inflicted act;
- an event where the *injury* and/or death was unintended and unexpected but was the result of an intentional act by the person insured;
- any sickness resulting from an accident
- death or injury due to natural causes;
- vascular accidents, such as a heart attack or stroke;
- allergic reactions;
- any event relating to having undergone, or undergoing, any medical procedure
- you committing or attempting to commit a criminal offence;
- you taking alcohol or drugs, other than a drug prescribed by a medical practitioner and taken as directed:
- war or act of war (whether declared or not); or
- anything we have specifically excluded, as stated on your policy certificate.

#### Accident/accidental

Means a single, unintended, unexpected and sudden event which occurs while this policy is in-force.

#### Immediate Expenses Benefit

## This benefit is only available for cover held outside super.

Upon the production of the person insured's death certificate, or any other satisfactory evidence to us of the person insured's *accidental* death, we will advance the lesser of \$25,000 and the Accidental Death Cover benefit amount while we assess the claim.

The Accidental Death Cover benefit amount will be reduced by the amount paid under this benefit. Payment of the remaining Accidental Death Cover amount is subject to our assessment of the claim.

Payment of this benefit is not an admission of our liability to pay an Accidental Death Cover claim. We reserve the right to recover the amount of the Immediate Expenses Benefit paid if an Accidental Death Cover claim is subsequently declined. If we exercise this right, we will provide reasonable notice and time to repay.

#### Grief Support Benefit

## This benefit is only available for cover held outside super.

If we pay the Accidental Death Cover benefit amount we will reimburse the cost of up to four hours of grief counselling sessions for an *immediate family member*.

The maximum total amount we will reimburse under the Grief Support Benefit for each person insured is \$1,000.

#### Limitations

The counselling sessions must be provided by an accredited counsellor that we have approved acting reasonably.

A copy of the invoice or receipt showing the services and amount paid must be given to us upon request.

#### Additional built-in benefits

The following benefits are also provided under Accidental Death Cover at no extra cost. Detail of these benefits are included on pages:

Built-in benefit	Page
Indexation Benefit	75
Suspending Cover Benefit	75
Waiver of Monthly Premium While Involuntarily Unemployed Benefit	75
Financial Advice Benefit (non-super only)	79

#### Optional extra for tailoring your Accidental Death Cover

When you apply for Accidental Death Cover, there is an option that allows you to tailor your cover to best suit your needs. The following option is available for an extra premium and if selected will be included on your policy certificate. Details are included on pages:

Optional extra	Page
Disability Premium Waiver Option	81

#### Complimentary Interim Accident Cover

You may be entitled to Complimentary Interim Accident Cover while your application for Accidental Death Cover is being assessed. Please refer to page 83 for the terms of Complimentary Interim Accident Cover.

## When the Accidental Death Cover benefit amount is reduced

Your Accidental Death Cover benefit amount will be reduced by any amount paid:

- under this cover for the Immediate Expenses Benefit; and
- for Accidental TPD Cover that is linked or flexilinked to your Accidental Death Cover.

#### When Accidental Death Cover ends

Accidental Death Cover will end on the earlier of the:

- date of your death;
- date when all entitlements under the cover are paid;
- policy anniversary immediately after you turn age 99; or
- date when the policy ends.

# **Total and Permanent Disability (TPD) Cover**

(available inside and outside super)



# When the TPD Cover benefit amount is payable

We will pay the TPD Cover benefit amount if, while this cover is in place, you:

- suffer a *sickness* or *injury* and the *sickness* or *injury* is a *stabilised condition*; and
- as a result of the sickness or injury you suffer total and permanent disability and meet the conditions of the TPD definition which apply (as stated on your policy certificate).

The amount we will pay is the TPD Cover benefit amount stated on your policy certificate (including any increases or decreases that have been made under the terms of the policy) at the time you satisfied the relevant TPD definition.

#### Stabilised condition

Means you have a sickness or injury and

- You have been under the regular care of a medical practitioner and an appropriate medical specialist, where relevant to your condition:
- You have undertaken all reasonable treatment and rehabilitation options or steps in relation to that sickness or injury; and
- your sickness or injury is not expected to significantly improve as supported by relevant medical evidence.

# When the TPD Cover benefit amount will not be paid

We will not pay any benefit under TPD Cover if your total and permanent disability, sickness, injury or death is caused directly or indirectly by:

- an intentional self-inflicted act, suicide or attempted suicide;
- you committing or attempting to commit a criminal offence; or
- anything we have specifically excluded, as stated on your policy certificate.

#### **TPD** definitions

The term total and permanent disability has a specific meaning under this policy as set out below and will depend on the TPD definition which applies to your cover, as stated on your policy certificate (as varied by the terms of this policy document).

Your occupation and hours worked will determine which of these TPD definitions may be available to you at the time of your application for cover. You must be *gainfully employed* and working for at least 20 hours per week to be eligible to apply for Own Occupation or Any Occupation TPD.

### Any Occupation TPD (unlikely to do any reasonably suited occupation ever again)

As a result of sickness or injury, you:

- have been absent from, and unable to work, for three consecutive months; and
- at the end of the period of three consecutive months, are disabled to such an extent that you are unlikely to be able to engage in any occupation ever again.

#### OR

• satisfy the Non-Occupational TPD definition.

#### Any occupation

Means any occupation:

- for which you are reasonably suited by education, training or experience, including any occupation for which reasonable retraining or reskilling could be undertaken; and
- which is likely to generate average monthly earnings of at least 25% of your average monthly earnings in the most recent 12 months of gainful employment prior to claim.

### Own Occupation TPD (unlikely to do your own occupation ever again)

### Own Occupation TPD is only available outside super.

As a result of sickness or injury, you:

- have been absent from, and unable to work in, your own occupation for three consecutive months: and
- at the end of the period of three consecutive months, are disabled to such an extent that you are unlikely to be able to engage in your own occupation ever again.

#### OR

• satisfy the Non-Occupational TPD definition.

#### Own occupation

Means the most recent occupation you were engaged in immediately prior to the date of *total* and permanent disablement.

If you have been *unemployed* or on *parental leave* or sabbatical leave for more than 12 months at the time the *sickness* or *injury* that leads to the TPD claim occurs, your *total* and *permanent disablement* will be assessed under the Any Occupation TPD definition.

### Non-Occupational TPD (you suffer significant permanent impairment)

As a result of sickness or injury, you have suffered:

- Loss of limbs or sight significant permanent impairment;
- Cognitive loss significant permanent impairment;
- Loss of independent existence significant permanent impairment; or
- Loss of functional activities significant permanent impairment.

Please refer to page 102 for the definitions included in Non-Occupational TPD.

# Your TPD definition and cover change at age 65

On the policy anniversary immediately after you turn age 65, the TPD definition for all TPD Cover will be the Non-occupational TPD definition (set out on page 38). The maximum TPD Cover available at age 65 is

\$3,000,000 across all covers and policies issued by us (and includes cover provided under TPD Cover and Accidental TPD Cover). If you are covered for more than \$3,000,000 at the policy anniversary after you turn age 65 we will reduce the aggregate benefit amounts so that the amount payable is no greater than \$3,000,000. The premium will also be reduced accordingly.

The Indexation Benefit will continue to be available, including if the benefit amount is reduced to \$3,000,000.

#### If your cover is held inside super

If your TPD Cover is held inside super, in addition to the above you must also be, as a result of the *sickness* or *injury*, unlikely to ever again be able to engage in any *gainful employment* for which you are reasonably suited by education, training or experience.

#### **TPD Super Solutions**

This type of TPD Cover allows you to have flexilinked TPD Cover where Any Occupation TPD Cover is held inside super and Own Occupation TPD Cover is held outside super. Two policies will be issued and a benefit can only ever be paid under one of the two policies.

If you make a claim, your TPD will first be assessed under the Any Occupation TPD definition held inside super. If you satisfy the definition and meet a condition of release under the *SIS Act*, the benefit will be paid to the trustee of the super fund in accordance with superannuation and related taxation laws current as at the time of payment.

If the Any Occupation TPD definition is not satisfied, the TPD claim will then be assessed under the Own Occupation TPD definition under the policy held outside of super.

The insured TPD benefit amount under each of the two policies must always be the same. This means the TPD benefit amount under each of the two policies may only be increased or reduced together. This includes any increase via the Indexation Benefit. Once the full TPD benefit amount is paid under one policy, all TPD cover will cease under both policies.

If the TPD policy held inside super is cancelled, the flexi-linked TPD policy outside super must also be cancelled. However we will offer you the option of the latest available standalone cover outside super, without additional underwriting, providing cover is on a like-for-like basis.

If the TPD policy held outside super is cancelled, the TPD policy held inside super may continue to exist. This means that you could, for example, continue to have Any Occupation TPD Cover inside super linked to Life Cover inside super.

### Rehabilitation and return to work support

As part of our claims process, we may provide Recovery Support by paying the costs to third-party providers of rehabilitation, equipment, re-training or re-skilling that we reasonably agree is needed to help your recovery or return to work.

Please refer to page 27 for information about Recovery Support

#### Death Benefit

This benefit applies if you have standalone TPD Cover.

If you die and no TPD Cover benefit has been paid or is payable, we will pay a benefit of \$10,000.

#### Additional built-in benefits

The following benefits are also provided under TPD Cover at no extra cost. Details of these benefits are included on pages:

Built-in benefit	Page
Indexation Benefit	75
Suspending Cover Benefit	75
Waiver of Monthly Premium While Involuntarily Unemployed Benefit	75
Future Increase Benefit	76
Financial Advice Benefit (non-super only)	79
Premium Freeze Benefit	79

### Optional extras for tailoring your TPD Cover

The following options are available for an extra premium and if selected will be included on your policy certificate. Details of these options are included on pages:

Optional extra	Page
Business Guarantee Option	80
Disability Premium Waiver Option	81
Life Cover Buy Back Option	82

### Complimentary Interim Accident Cover

You may be entitled to Complimentary Interim Accident Cover while your application for TPD Cover is being assessed. Please refer to page 83 for the terms of Complimentary Interim Accident Cover.

### When the TPD Cover benefit amount is reduced

Your TPD Cover benefit amount will be reduced by any amount paid:

- for terminal illness, where Life Cover is linked or flexi-linked to your TPD Cover, and
- for Trauma Cover, where Trauma Cover is linked or flexi-linked to your TPD Cover.

#### When TPD Cover ends

TPD Cover will end on the earlier of the:

- date of your death;
- date when all entitlements under the cover are paid;
- for TPD Cover linked or flexi-linked to Life Cover, the date when the Life Cover ends;
- policy anniversary immediately after you turn age 70; or
- date when the policy ends.

# **Accidental Total and Permanent Disability (TPD) Cover**

(available inside and outside super)



# When the Accidental TPD Cover benefit amount is payable

We will pay the Accidental TPD Cover benefit amount if, while this cover is in place, you:

- suffer a physical injury solely and directly due to an accident and independent of any other cause;
- the injury is a stabilised condition; and
- as a result of the *injury* you suffer total and permanent disability and meet the conditions of the TPD definition which apply (as stated on your policy certificate).

The amount we will pay is the Accidental TPD Cover benefit amount stated on your policy certificate (including any increases or decreases that have been made under the terms of the policy) at the time you satisfied the relevant TPD definition.

#### Injury

A bodily injury that occurs while this policy is in-force. It also includes any injury which was fully disclosed to us and we accepted as part of your application for cover.

Injury does not include mental health symptoms or disorders that directly or indirectly arise from an *accident*.

#### Accident/accidental

Means a single, unintended, unexpected and sudden event which occurs while this policy is in-force.

#### Stabilised condition

Means you have an injury and:

- you have been under the regular care of a medical practitioner and an appropriate medical specialist, where relevant to your condition;
- you have undertaken all reasonable treatment and rehabilitation options or steps in relation to that injury; and
- your *injury* is not expected to significantly improve as supported by relevant medical evidence.

## When the Accidental TPD Cover benefit amount will not be paid

We will not pay any benefit under Accidental TPD Cover if your *total and permanent disability*, *injury* or death is caused directly or indirectly by:

- an intentional self-inflicted act, suicide or attempted suicide;
- an event where the *injury* and/or death was unintended and unexpected but was the result of an intentional act by the person insured;
- any sickness resulting from an accident;
- death or *injury* due to natural causes;
- vascular accidents, such as a heart attack or stroke;
- · allergic reactions;
- any event relating to having undergone, or undergoing, any medical procedure
- you committing or attempting to commit a criminal offence;
- you taking alcohol or drugs, other than a drug prescribed by a medical practitioner and taken as directed:
- war or act of war (whether declared or not); or
- anything we have specifically excluded, as stated on your policy certificate.

#### **TPD** definitions

The term total and permanent disability has a specific meaning under this policy as set out below and will depend on the TPD definition which applies to your cover, as stated on your policy certificate (as varied by the terms of this policy document).

Your occupation and hours worked will determine which of these definitions may be available to you at the time of your application. You must be *gainfully employed* and working for at least 20 hours per week to be eligible to apply for Own Occupation or Any Occupation TPD.

### Any Occupation TPD (unlikely to do any reasonably suited occupation ever again)

As a result of an accident, you:

- have been absent from, and unable to work, for three consecutive months; and
- at the end of the period of three consecutive months, are disabled to such an extent that you are unlikely to be able to engage in any occupation ever again;

OR

satisfy the Non-Occupational TPD definition.

#### Any occupation

Means any occupation:

- for which you are reasonably suited by education, training or experience, including any occupation for which reasonable retraining or reskilling could be undertaken; and
- which is likely to generate average monthly earnings of at least 25% of your average monthly earnings in the most recent 12 months of gainful employment prior to claim.

Own Occupation TPD (unlikely to do your own occupation ever again)

### Own Occupation TPD is only available outside super.

As a result of an accident, you:

- have been absent from, and unable to work in, your own occupation for three consecutive months, and
- at the end of the period of three consecutive months, are disabled to such an extent that you

are unlikely to be able to engage in your own occupation ever again.

OR

• satisfy the Non-Occupational TPD definition.

#### Own occupation

Means the most recent occupation you were engaged in immediately prior to the date of *total* and permanent disablement.

If you have been *unemployed* or on *parental leave* or sabbatical leave for more than 12 months at the time the *injury* that leads to the TPD claim occurs, your *total and permanent disablement* will be assessed under the Any Occupation TPD definition.

### Non-Occupational TPD (you suffer significant permanent impairment)

As a result of an accident, you have suffered:

- Loss of limbs or sight significant permanent impairment;
- Cognitive loss significant permanent impairment;
- Loss of independent existence significant permanent impairment; or
- Loss of functional activities significant permanent impairment.

Please refer to page 102 for the definitions included in Non-Occupational TPD.

# Your Accidental TPD definition and cover change at age 65

On the policy anniversary immediately after you turn age 65, the TPD definition for all Accidental TPD Cover will be the Non-occupational TPD definition (set out on this page).

The maximum TPD Cover available at age 65 is \$3,000,000 across all covers and policies issued by us (and includes cover provided under TPD Cover and Accidental TPD Cover). If you are covered for more than \$3,000,000 at the policy anniversary after you turn age 65, we will reduce the aggregate benefit amounts so that the amount payable is no greater than \$3,000,000. The premium will also be reduced accordingly.

The Indexation Benefit will continue to be available, including if the benefit amount is reduced to \$3,000,000.

#### If your cover is held inside super

If your Accidental TPD Cover is held inside super, in addition to the above you must also be, as a result of the *accident*, unlikely to ever again be able to engage in any *gainful employment* for which you are reasonably suited by education, training or experience.

#### **TPD Super Solutions**

This type of Accidental TPD Cover allows you to have flexi-linked TPD Cover where Any Occupation TPD Cover is held inside super and Own Occupation TPD Cover is held outside super. Two policies will be issued and a benefit can only ever be paid under one of the two policies.

Refer to page 38 'TPD Super Solutions' for details of how the two policies will operate when there is a claim or if one policy is cancelled.

# Rehabilitation and return to work support

As part of our claims process, we may provide Recovery Support by paying the costs to third-party providers of rehabilitation, equipment, re-training or re-skilling that we reasonably agree is needed to help your recovery or return to work.

Please refer to page 27 for information about Recovery Support.

#### Death Benefit

This benefit applies if you have standalone Accidental TPD Cover.

If you die as a result of an *accident* and your death occurs within 90 days of the *accident* and no Accidental TPD Cover benefit has been paid or is payable, we will pay a benefit of \$10,000.

#### Additional built-in benefits

The following benefits are also provided under Accidental TPD Cover at no extra cost. Details of these benefits are included on pages:

Built-in benefit	Page
Indexation Benefit	75
Suspending Cover Benefit	75
Waiver of Monthly Premium While Involuntarily Unemployed Benefit	75
Financial Advice Benefit (non-super only)	79

#### Optional extra for tailoring your Accidental TPD Cover

The following option is available for an extra premium. If selected it will be included on your policy certificate. Details of this option are included on page:

Optional extra	Page
Disability Premium Waiver Option	81

### Complimentary Interim Accident Cover

You may be entitled to Complimentary Interim Accident Cover while your application for Accidental TPD Cover is being assessed. Please refer to page 83 for the terms of Complimentary Interim Accident Cover.

### When the Accidental TPD Cover benefit amount is reduced

Your Accidental TPD Cover benefit amount will not be reduced by a claim paid under another policy issued by us.

#### When Accidental TPD Cover ends

Accidental TPD Cover will end on the earlier of the:

- date of your death;
- date when all entitlements under the cover are paid;
- for Accidental TPD Cover linked or flexi-linked to Accidental Death Cover, the date when the Accidental Death Cover ends;
- policy anniversary immediately after you turn age 70; or
- date when the policy ends.

#### **Trauma Cover**

(not available inside super)



# When the Trauma Cover benefit amount is payable

We will pay the Trauma Cover benefit amount if you suffer one of the 'trauma conditions' listed on the next pages and survive 14 days from:

- for an *injury*, the date the *injury* occurs;
- for a sickness, the date a medical practitioner or appropriate medical specialist where relevant, diagnoses the sickness; and
- for a treatment, the date you undergo the treatment.

The amount we will pay is the Trauma Cover benefit amount stated on your policy certificate (including any increases or decreases that have been made under the terms of the policy) at the time you satisfied the relevant definition for the trauma condition. In order for the relevant Trauma condition to have been satisfied, you will need to provide confirmation by a relevant specialist on the basis of the appropriate evidence or diagnostic criteria specifically applicable to the Trauma condition being claimed, showing you satisfy the definition at that time

# When the Trauma Cover benefit amount will not be paid

We will not pay any benefit under Trauma Cover if your trauma condition, *sickness*, *injury* or death:

- is caused directly or indirectly by:
  - an intentional self-inflicted act, suicide or attempted suicide; or
  - anything we have specifically excluded, as stated on your policy certificate; or
- occurs within the 90-day qualifying period in respect of certain conditions as explained below.

#### 90-day qualifying period

No benefit will be paid under this cover for any of the trauma conditions in the table on the next page where the 90-day qualifying period has been indicated to apply, if the condition first occurs or symptoms leading to the condition occurring or

being diagnosed first became apparent within the first 90 days immediately following:

- the date we received your fully completed application for Trauma Cover;
- an increase in the Trauma Cover benefit amount (but only in respect of the increased amount and does not include an increase in cover due to the Indexation Benefit); and
- the date this cover is last reinstated (except when exercising the Trauma Cover Reinstatement Option).

#### Trauma conditions covered

The trauma conditions covered are set out in the table on the next pages. Each of these trauma conditions has a specific meaning and the criteria in the table is a summary of the criteria only. Please refer to the 'medical definitions' section starting on page 102 for the full definition and criteria that apply to each trauma condition.

Some trauma conditions will only pay a partial benefit amount as indicated in the table on the following pages. Partial benefits are explained on page 46.

# Additional conditions covered under the Trauma Plus Option

The Trauma Plus Option provides cover for an extra 12 trauma conditions for which a partial benefit amount is payable, as explained in the section 'Partial trauma benefit payment'. The trauma conditions covered under this option are set out in the table on page 45.

This option is available for an extra premium. If selected, it will be included on your policy certificate.

Each of these trauma conditions has a specific meaning and the criteria in the table is a summary of the criteria only. Please refer to the 'medical definitions' section starting on page 102 for the full definition and criteria that apply to each trauma condition.

Trauma Cover conditions covered	Summary of criteria that applies (see medical definitions on page 102 for full criteria)	90-day qualifying period applies
Heart condition		
Cardiomyopathy	significant permanent impairment	
Heart attack	specified medical evidence	Yes
Coronary artery angioplasty, single or double vessel (partial benefit amount)	surgical procedure	Yes
Coronary artery angioplasty, triple vessel	surgical procedure	Yes
Coronary artery bypass surgery	surgical procedure, excluding certain procedures	Yes
Open heart surgery	surgical procedure for specific conditions	
Primary pulmonary hypertension	significant permanent impairment	
Repair or replacement of a heart valve	surgical procedure, excluding certain procedures	
Surgery of the aorta	surgical procedure, excluding certain procedures	
Nervous system conditions		
Bacterial meningitis and/or meningococcal septicaemia	significant permanent impairment	
Coma	specified severity	
Dementia including Alzheimer's disease	specified severity	
Encephalitis (viral)	significant permanent impairment	
Major head trauma	significant permanent impairment	
Motor neurone disease	diagnosis of the condition	
Multiple sclerosis	specified medical evidence	
Muscular dystrophy	diagnosis of the condition	
Paralysis of two limbs	significant permanent impairment	
Parkinson's disease of unknown cause	diagnosis of the condition	
Stroke	specified medical evidence	Yes
Body organ conditions		
Benign brain tumour or spinal cord tumour	specified severity	
Blindness in both eyes	permanent, specified severity	
Burns	specified severity	
Cancer - excluding specified early stage cancers	excluding specified early stage cancers	Yes

Trauma Cover conditions covered	Summary of criteria that applies (see medical definitions on page 102 for full criteria)	90-day qualifying period applies
Kidney failure (double)	end stage, specified severity	
Liver failure	end stage, specified severity	
Loss of hearing in both ears	permanent, specified severity	
Loss of speech	permanent, specified severity	
Lung disease	end stage, specified severity	
Major organ or bone marrow transplant	surgical procedure or placement on waiting list	
Pneumonectomy	specified severity	
Blood conditions		
Aplastic anaemia	specified severity	
Advanced diabetes	specified severity	
Hepatitis B or C, occupationally acquired	specified medical evidence	
HIV, medically acquired	specified medical evidence	
HIV, occupationally acquired	specified medical evidence	
Other conditions		
Cognitive loss	significant permanent impairment	
Intensive care	specified severity	
Loss of independent existence	significant permanent impairment	
Loss of limbs or sight	significant permanent impairment	
Loss of one limb (partial benefit amount)	permanent, specified severity	

Summary of criteria that applies (see trauma definitions on page 102 for full criteria)	90-day qualifying period applies
permanent, specified severity	
specified medical evidence	Yes
specified medical evidence	Yes
permanent and non-reversible	
specified severity	
specified severity	Yes
surgical removal	Yes
permanent, specified severity	
specified medical evidence	Yes
specified severity	
specified medical evidence	Yes
specified severity	
	(see trauma definitions on page 102 for full criteria)  permanent, specified severity  specified medical evidence  specified medical evidence  permanent and non-reversible  specified severity  specified severity  surgical removal  permanent, specified severity  specified medical evidence  specified medical evidence  specified severity  specified medical evidence

#### Partial trauma benefit payment

The benefit amount payable for each of the Trauma Plus Conditions listed under the Trauma Plus Option and *loss of one limb - permanent, specified severity* is 25% of the Trauma Cover benefit amount, subject to a maximum of \$100,000 and a minimum of \$10,000.

The benefit amount payable for coronary artery angioplasty, single or double vessel – surgical procedure is 25% of the Trauma Cover benefit amount subject to a maximum of \$50,000 and a minimum of \$10,000.

Any partial benefit paid will reduce the Trauma Cover benefit amount. Where a partial benefit payment would reduce the remaining Trauma Cover benefit amount to below \$10,000, we will pay the entire benefit amount and your Trauma Cover will end (subject to the Trauma Cover Reinstatement Option).

You can only claim for each type of trauma condition once, except for *coronary artery angioplasty*, *single or double vessel – surgical procedure*. You may make multiple claims for this trauma condition. We will pay for such multiple trauma conditions until the full Trauma Cover benefit amount has been paid.

#### Replacing an existing trauma policy

Where we have agreed to replace an existing trauma policy which is issued by us or another insurer, the 90-day qualifying period will not apply if:

- the insurance under the policy to be replaced has been in place for at least 90 consecutive days immediately prior to the commencement of this cover;
- the policy to be replaced provided similar cover for the same trauma conditions or events that are subject to a 90-day qualifying period under this cover;
- the policy to be replaced is cancelled immediately after the issue of this cover;
- all similar exclusions have expired under the policy to be replaced (including exclusions which were applied to the policy after its commencement due to, for example, reinstatements or increases); and
- no claim is payable or pending under the trauma policy to be replaced.

Where the benefit amount under this cover exceeds that of the policy that is being replaced, the 90-day qualifying period will apply to the excess benefit amount.

#### Death Benefit

This benefit applies if you have standalone Trauma Cover.

If you die and no Trauma Cover benefit is payable at the time of your death or has been paid under this policy, we will pay a benefit amount of \$10,000.

#### Additional built-in benefits

The following benefits are also provided under Trauma Cover at no extra cost. Details of these benefits are included on pages:

Built-in benefit	Page
Indexation Benefit	75
Suspending Cover Benefit	75
Waiver of Monthly Premium While Involuntarily Unemployed Benefit	75
Future Increase Benefit	76
Financial Advice Benefit	79
Premium Freeze Benefit	79

### Trauma Cover Reinstatement Option

If we pay a full or partial Trauma Cover benefit amount, we will reinstate your Trauma Cover benefit amount for the amount of the Trauma Cover benefit paid, without you having to supply further medical evidence.

If the claim was due to any of the following conditions:

- Blindness in both eyes permanent, specified severity
- Dementia including Alzheimer's disease specified severity
- Loss of hearing in both ears permanent, specified severity
- Multiple sclerosis specified medical evidence
- Paralysis of two limbs significant permanent impairment, or
- Parkinson's disease of unknown cause diagnosis of the condition,

we will reinstate your Trauma Cover benefit amount six months after the later of the date we received your fully completed claim form or the date you satisfied the definition for the applicable trauma condition.

If the claim was due to any other condition, we will reinstate your Trauma Cover benefit amount 12 months after the later of the date we received your fully completed claim form or the date you satisfied the definition for the applicable trauma condition.

You may choose not to accept the Trauma Cover Reinstatement by notifying us in writing within 30 days of the commencement of the reinstated Trauma Cover. If you do this, we will refund the premium providing no claim has been made against the reinstated cover.

If your Trauma Cover was linked or flexi-linked to Life Cover, the reinstated Trauma Cover must be linked or flexi-linked to Life Cover, unless you do not exercise the Life Cover Buy Back Benefit on the Life Cover that was reduced by your Trauma claim.

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

If the premium type is level, the premium for the reinstated Trauma Cover will be calculated based on your age at the cover start date when level premiums were originally selected for the cover, as well as your age for any subsequent increases in your benefit amount insured (including the Indexation Benefit) that were made to the cover.

Any premium loadings, exclusions or varied terms that applied to the original Trauma Cover (stepped or level premium type) will also apply to the reinstated Trauma Cover.

The Indexation Benefit will apply to the reinstated Trauma Cover.

#### Limitations

This option can only be exercised once. The Trauma Cover Reinstatement Option cannot be exercised if:

- a TPD benefit or benefit for terminal illness has been paid, is being assessed or you are eligible to claim a TPD benefit or benefit for terminal illness, under linked or flexi-linked cover, or
- a benefit has been paid for loss of independent existence significant permanent impairment.

We will not pay a claim under reinstated Trauma Cover for:

- the same trauma condition for which we paid a claim under the original Trauma Cover;
- a condition that is directly or indirectly related to a condition for which a claim has been previously paid under the original Trauma Cover (or treatment of that condition);
- a condition which first occurs or is first diagnosed, or symptoms leading to the condition occurring or being diagnosed first become reasonably apparent, before the date of reinstatement of the Trauma Cover;
- any of the conditions listed as a Heart Condition or stroke – specified medical evidence if a trauma benefit has been previously paid for a condition listed as a Heart Condition or stroke – specified medical evidence, whether or not it is a related condition; or
- any cancer-related condition if a trauma benefit has been previously paid for a cancer-related condition.

#### For example:

- you have \$500,000 of Trauma Cover and make a claim for melanoma - early stage which pays a partial benefit of \$100,000, and you retain \$400,000 Trauma Cover;
- 12 months after the claim the Trauma Cover Reinstatement Benefit applies and your Trauma Cover increases back to \$500,000;
- you then lodge a subsequent claim for cancer –
   excluding specified early stage cancers. Because
   your first claim was a cancer-related condition,
   you are not eligible to claim the entire \$500,000
   for this condition. However, you may be eligible to
   claim up to \$400,000.

The Future Increase Benefit and Business Guarantee Option are not available for the reinstated Trauma Cover.

#### Optional extras for tailoring your Trauma Cover

The following options are available for an extra premium and, if selected, will be included on your policy certificate. Details of these options are included on pages:

Built-in benefit	Page
Business Guarantee Option	80
Disability Premium Waiver Option	81
Life Cover Buy Back Option	82

### Complimentary Interim Accident Cover

You may be entitled to Complimentary Interim Accident Cover while your application for Trauma Cover is being assessed. Please refer to page 83 for the terms of Complimentary Interim Accident Cover.

### When the Trauma Cover benefit amount is reduced

Your Trauma Cover benefit amount will be reduced by any amount paid:

- under this cover for any partial trauma benefit;
- for terminal illness, where Life Cover is linked or flexi-linked to your Trauma Cover; and
- for TPD Cover, that is linked or flexi-linked to your Trauma Cover.

#### When Trauma Cover ends

Trauma Cover will end on the earlier of the:

- · date of your death;
- date when all entitlements under the cover are paid;
- for Trauma Cover linked or flexi-linked to Life Cover, the date when the Life Cover ends;
- for Trauma Cover linked or flexi-linked to TPD Cover, the date when TPD Cover ends;
- policy anniversary immediately after you turn age 65: or
- date when the policy ends.

### **Child Cover**

(not available inside super)



# When the Child Cover benefit amount is payable

We will pay the Child Cover benefit amount if, while this cover is in place, the child insured:

- is diagnosed with or suffers one of the trauma conditions listed in the table on the following pages, and survives 14 days from:
  - for an injury, the date the injury occurs;
  - for a *sickness*, the date a *medical practitioner* diagnoses the *sickness*; and
  - for a treatment, the date the child insured undergoes the treatment;
- is terminally ill; or
- dies.

The amount we will pay is the Child Cover benefit amount stated on your policy certificate (including any increases or decreases that have been made under the terms of the policy) at the time your child satisfied the relevant definition. In order for the relevant Trauma condition to have been satisfied, you will need to provide confirmation by a relevant specialist on the basis of the appropriate evidence or diagnostic criteria specifically applicable to the Trauma condition being claimed, showing the insured child satisfies the definition at that time.

# When a Child Cover benefit amount will not be paid

We will not pay any benefit under Child Cover if the child insured's trauma condition, *sickness*, *injury*, *terminal illness* or death:

- is caused directly or indirectly by an intentional self-inflicted act or attempted suicide within the first 13 months of:
  - the cover start date;
  - an increase in the benefit amount (but only in respect of the increased amount and does not include an increase in cover as a result of the Indexation Benefit); or
  - · the date on which cover was last reinstated;
- is the result of a malicious act of you, or the child insured's parent or guardian;

- occurs within the 90-day qualifying period in respect of certain conditions as explained on this page; or
- is the result of anything we have specifically excluded, as stated on your policy certificate.

#### 90-day qualifying period

No benefit will be paid under this cover for any of the trauma conditions in the table where the 90-day qualifying period has been indicated as applying, if the condition first occurs or symptoms leading to the condition occurring or being diagnosed first became apparent within the first 90 days immediately following:

- the date we received your fully completed application for Child Cover;
- an increase in the Child Cover benefit amount (but only in respect of the increased amount and does not include an increase in cover due to the Indexation Benefit); and
- the date this cover is last reinstated.

#### If you are replacing an existing child cover policy

Where we have agreed to replace an existing child cover policy on the life of the child insured which is issued by us or another insurer, the 90-day qualifying period will not apply if:

- the insurance under the policy to be replaced has been in place for at least 90 consecutive days immediately prior to the commencement of this cover:
- the policy to be replaced provided similar cover for the same trauma conditions or events that are subject to a 90-day qualifying period under this cover;
- the policy to be replaced is cancelled immediately after the issue of this cover;
- all similar exclusions have expired under the policy to be replaced (including exclusions which were applied to the policy after its commencement due to, for example, reinstatements or increases); and
- no claim is payable or pending under the Child Cover policy to be replaced.

Where the benefit amount under this cover exceeds that of the policy that is being replaced, the 90-day qualifying period will apply to the excess benefit amount.

#### Partial trauma benefit payment

The benefit amount payable for:

- coronary artery angioplasty, single or double vessel - surgical procedure; and
- loss of one limb permanent, specified severity is 25% of the Child Cover benefit amount subject to a maximum of \$50,000 and a minimum of \$10,000.

Any partial benefit paid will reduce the Child Cover benefit amount. Where a partial benefit payment would reduce the remaining cover to below \$10,000, we will pay the entire benefit amount and your Child Cover will end.

You can only claim for each type of trauma condition once, except for *coronary artery angioplasty*, *single or double vessel - surgical procedure*. You may make multiple claims for this trauma condition.

#### Trauma conditions covered

The trauma conditions covered are set out in the table below and over the page. Each of these trauma conditions has a specific meaning and the criteria in the table is a summary of the criteria only. Please refer to the 'medical definitions' section starting on page 102 for the full definition and criteria that apply to each trauma condition.

Some trauma conditions are subject to a 90-day qualifying period as indicated in the table. The 90-day qualifying period is explained on page 49. Some trauma conditions will only pay a partial benefit amount as indicated in the table below. Partial benefits are explained on this page.

Trauma Condition	Summary of criteria that applies (see medical definitions on page 102 for full criteria)	90-day qualifying period applies
Heart condition		
Cardiomyopathy	significant permanent impairment	
Heart attack	specified medical evidence	Yes
Coronary artery angioplasty, single or double vessel (partial payment benefit amount)	surgical procedure	Yes
Coronary artery angioplasty, triple vessel	surgical procedure	Yes
Coronary artery bypass surgery	surgical procedure, excluding certain procedures	Yes
Open heart surgery	surgical procedure for specific conditions	
Primary pulmonary hypertension	significant permanent impairment	
Repair or replacement of a heart valve	surgical procedure, excluding certain procedures	

Trauma Condition	Summary of criteria that applies (see medical definitions on page 102 for full criteria)	90-day qualifying period applies
Surgery of the aorta	surgical procedure, excluding certain procedures	
Nervous system conditions		
Bacterial meningitis and/or meningococcal septicaemia	significant permanent impairment	
Coma	specified severity	
Encephalitis (viral)	significant permanent impairment	
Major head trauma	significant permanent impairment	
Multiple sclerosis	specified medical evidence	
Muscular dystrophy	diagnosis of the condition	
Paralysis of two limbs	significant permanent impairment	
Stroke	specified medical evidence	Yes
Body organ conditions		
Benign brain tumour or spinal cord tumour	specified severity	,
Blindness in both eyes	permanent, specified severity	
Burns	specified severity	
Cancer - excluding specified early stage cancers	excluding specified early stage cancers	Yes
Kidney failure (double)	end stage, specified severity	
Liver failure	end stage, specified severity	
Loss of hearing in both ears	permanent, specified severity	
Loss of speech	permanent, specified severity	
Lung disease	end stage, specified severity	
Major organ or bone marrow transplant	surgical procedure or placement on waiting list	
Pneumonectomy	specified severity	
Blood conditions		
Aplastic anaemia	specified severity	
Advanced Diabetes	specified severity	
HIV, medically acquired	specified medical evidence	
Other conditions		
Cognitive loss	significant permanent impairment	
Intensive care	specified severity	
Loss of independent existence	significant permanent impairment	
Loss of limbs or sight	permanent, specified severity	
Loss of one limb (partial payment benefit amount)	permanent, specified severity	

#### Immediate Expenses Benefit

When we receive the child insured's death certificate (or any evidence that is reasonable in the circumstances of the child insured's death) we will advance the lesser of \$25,000 and the Child Cover benefit amount while we assess the death claim.

The Child Cover benefit amount will be reduced by the amount paid under this benefit. Payment of the remaining Child Cover amount is subject to our assessment of the claim.

Payment of this benefit is not an admission of our liability to pay the Child Cover claim.

We reserve the right to recover the amount of the Immediate Expenses Benefit paid if the Child Cover claim is subsequently declined. If we exercise this right, we will provide reasonable notice and time to repay.

#### **Grief Support Benefit**

If we pay the full Child Cover benefit amount, we will reimburse the cost of up to four hours of grief counselling sessions for you or an *immediate family member*.

The maximum total amount we will reimburse under this benefit for each child insured is \$1,000.

#### Limitations

The counselling session must be provided by an accredited counsellor that we have approved, acting reasonably.

A copy of the invoice or receipt showing the services and amount paid must be given to us upon request.

#### Continuation of Cover Benefit

If you die or your policy ends because you have made a claim under your policy, the Child Cover on the child(ren) insured can continue under the existing policy or under a new policy without the need to provide further medical evidence about the child(ren) insured.

A child may be the policy owner for continued cover, subject to their age and applicable laws. Otherwise, the policy owner under the continued cover must be a parent or guardian.

#### Conversion of Child Cover Benefit

On the policy anniversary immediately after the child insured is age 21, we will give them the option of converting the existing Child Cover to Life Cover, with the option to link or flexi-link TPD and/or Trauma Cover, without having to supply further medical evidence. The type of TPD Cover available will be subject to occupation eligibility at the time.

The benefit amount may be up to the same amount of benefit that applied under Child Cover at the time it expired.

Any premium loadings, exclusions or varied terms that applied to the Child Cover will apply to the new Life Cover, Trauma Cover and/or TPD Cover.

If Life Cover, Trauma Cover and/or TPD Cover is no longer available when the continuation occurs, we will offer you the most like-for-like Life Cover, Trauma Cover and/or TPD Cover that we offer at the time.

The premium will be calculated based on the age of the child insured and the current premium rates at the time the new cover is issued.

If the child insured wishes to exercise this benefit, they must provide a completed application (no personal statement is required) and applicable quote within 30 days before the expiry of the Child Cover.

#### Additional built-in benefits

The following benefits are also provided under Child Cover at no extra cost. Details of these benefits can be found on the page indicated. Please substitute references to 'you' and 'your' in the relevant section for 'child insured'.

Built-in benefit	Page
Indexation Benefit	75
Suspending Cover Benefit	75

#### Complimentary Interim Accident Cover

You may be entitled to Complimentary Interim Accident Cover while your application for Child Cover is being assessed. Please refer to page 83 for the terms of Complimentary Interim Accident Cover.

## When the Child Cover benefit amount will be reduced

Your Child Cover benefit amount will be reduced by an amount paid in respect of the child insured under this cover for a:

- partial trauma benefit;
- · terminal illness benefit; or
- · Immediate Expenses Benefit.

#### When Child Cover ends

Child Cover for the child insured will end on the earlier of the:

- · death of the child insured;
- date when all entitlements under the cover are paid;
- policy anniversary immediately after the child insured is age 21; or
- date when the policy ends (subject to the Continuation of Cover Benefit being exercised).

#### **Income Protection Cover**

(available inside and outside super)



Under Income Protection Cover we offer three benefit types:

#### 1. Income Protection (IP60)

Allows you to insure up to 60% of your *pre-disability earnings* until the cover ceases.

#### 2. Income Protection Flex (IP70 reducing)

Allows you to insure up to 70% of your *pre-disability earnings* for the first 24 months from the end of the waiting period. After that time, the *monthly benefit amount* reduces to 85.72% of the amount payable in the first 24 months (where 85.72% reflects a reduction from 70% to 60%).

#### 3. Income Protection Flex (IP70)

Allows you to insure up to 70% of your *pre-disability earnings* until the cover ceases.

In this PDS and Policy Document Income Protection Cover describes all three benefit types unless the features described are unique to a particular benefit type, in which case we have used the full name of the cover type.

Please continue to read to understand the full terms and conditions of these covers.

# When the Income Support Benefit is payable

If you are *disabled* for longer than the waiting period and are:

- under appropriate regular care and following the advice of a medical practitioner;
- under the care of an appropriate medical specialist where relevant to your disability; and

making reasonable endeavours to undertake an appropriate rehabilitation program or steps,

we will pay you the Income Support Benefit for as long as you are *disabled* or to the end of your benefit period, whichever comes first.

### When the Income Support Benefit amount will not be paid

We will not pay any benefit under Income Protection Cover if your *disability*, *sickness*, *injury* or death is caused directly or indirectly by:

- an intentional self-inflicted act, suicide or attempted suicide;
- war or act of war (whether declared or not);
- you committing or attempting to commit a criminal offence;
- normal or uncomplicated pregnancy or childbirth;
- elective surgery which you voluntarily undergo within the first six months of:
  - the commencement of cover;
  - an increase in the insured monthly benefit
     amount (but only in respect of the increased
     amount and does not include an increase in
     cover as a result of the Indexation Benefit); or
  - the date the cover is last reinstated; or
- anything we have specifically excluded, as stated on your policy certificate.

No benefit will be payable for any period of disability while you are in jail, a correctional centre or in a remand centre.

We cannot pay a benefit which we are not permitted by law to pay or reimburse any expenses which are regulated by the *National Health Act 1953 (Cth)* or the *Private Health Insurance Act 2007 (Cth)*.

# The waiting period before an Income Support Benefit becomes payable

Most benefits under income protection are subject to a waiting period. This is the minimum period of time you must be *disabled* as a result of the same *sickness* or *injury* before you are eligible to claim an Income Support Benefit. No benefit will be paid in arrears for this period unless the Specified Events option applies.

You choose a waiting period as part of your application (see page 13 for the available waiting periods). Your waiting period is as shown on your policy certificate.

Generally, the longer the waiting period the lower the premium.

#### Disability requirements during the waiting period

The waiting period starts on the date of *disability*. To be eligible for an Income Support Benefit at the end of the waiting period, you must have been *disabled* throughout the waiting period.

If you attempt to return to work during the waiting period (including days worked at full capacity):

 and do so at full capacity for two weeks or more, the waiting period will restart;  otherwise, it will not cause the waiting period to restart and the days worked will not be added to the end of your waiting period.

In all cases, where your cover is held inside super, your *disability* will need to have caused you to cease to be *gainfully employed* for at least one day prior to us being able to commence payment of monthly benefits.

#### Date of disability

Is the earlier of the following:

- when you first consult a medical practitioner about the sickness or injury that is causing your disability and you are certified as unable to work, or
- when you first stop working due to that sickness or injury causing disability (as long as you consult a medical practitioner within seven days and you are certified as unable to work and you provide reasonable medical evidence about when the condition began).

#### Disabled/disability

During the waiting period	<ul> <li>From the end of the waiting period to:</li> <li>the end of the 30<sup>th</sup> month from the date of disability for covers with a 'to age 65' benefit period; or</li> <li>cover end for covers with a two-year or five-year (regular occupation) benefit period</li> </ul>	After 30 months from the date of disability for covers with a 'to age 65' benefit period
Disabled means solely because of <i>sickness</i> or <i>injury</i> :	Disabled means solely because of sickness or injury:	Disabled means solely because of sickness or injury:
<ul> <li>you are unable to perform the material and substantial duties of your regular occupation at full capacity for the duration of the waiting period; and</li> <li>you are not working in any capacity for 14 days out of the first 19 consecutive days of the waiting period.</li> </ul>	<ul> <li>you are unable to perform the material and substantial duties of your regular occupation at full capacity; and</li> <li>your monthly earnings are less than 80% of your pre-disability earnings; and</li> <li>within your regular occupation you are unable to work the lesser of:</li> <li>38 hours or more per week</li> <li>the number of hours you regularly worked prior to disability.</li> </ul>	<ul> <li>you are unable to perform the material and substantial duties of any suited occupation at full capacity; and</li> <li>your monthly earnings are less than 80% of your pre-disability earnings; and</li> <li>within any suited occupation you are unable to work the lesser of:</li> <li>38 hours or more per week</li> <li>the number of hours you regularly worked prior to disability.</li> </ul>

# Rehabilitation and return to work support

As part of our claims process, we may provide Recovery Support by paying the cost to third-party providers of rehabilitation, equipment, re-skilling or re-training that we agree, acting reasonably, is needed to help your recovery or return to work. Please refer to page 27 for information about Recovery Support.

#### Benefit period

This is the maximum amount of time we will pay you the *monthly benefit amount* in respect of any one continuous period of *disability*. If you have a benefit period of two or five years, you can only claim one full benefit period for any one *sickness* or *injury* (including any related *sickness* or *injury*).

Subject to the rules on relapse of *sickness* or *injury* (set out under the Relapse Benefit on page 59), a new benefit period will start at the end of each waiting period. Generally, the shorter the benefit period the lower the premium. You choose a benefit period as part of your application (see page 13 for the available benefit periods). Your benefit period is as shown on your policy certificate.

#### Regular occupation

Means the occupation you are regularly engaged in immediately before becoming *disabled*, except if you are *unemployed* or on parental leave or sabbatical leave:

- for more than 12 months immediately prior to the date of disability, then regular occupation will mean suited occupation; or
- less than 12 months immediately prior to the date of disability, then regular occupation will mean the occupation immediately before unemployment, parental leave or sabbatical leave commenced.

#### Suited occupation

Means any occupation:

- for which you are reasonably suited by education, training or experience, including occupations for which reasonable retraining or reskilling could be or has been undertaken at the date of your assessment of disability; and
- that, for the number of hours you regularly worked prior to disability to generate your pre-disability earnings, would be likely to generate monthly earnings of at least:
  - 60% of your pre-disability earnings for Income Protection (IP60) and Income Protection Flex (IP70 reducing); or
  - 70% of your *pre-disability earnings* for Income Protection Flex (IP70).

# Income Support Benefit when your cover is held inside super

Where cover is held inside super we will reduce the Income Support Benefit to ensure that, when combined with other income (which is monthly earnings, sick leave, long service and annual leave payments and any other employment payments required to be taken into account under the SIS Act) you do not receive more than your pre-disability earnings. The trustee of your superannuation fund will pay benefits in accordance with superannuation law.

### Unemployment, parental leave or sabbatical leave

Your cover under income protection will continue if you are *unemployed* or on *parental leave* or sabbatical leave. If you have been *unemployed* or on *parental leave* or sabbatical leave for more than 12 months immediately prior to the *date of disability*, your *regular occupation* (for the purpose of the definition of *disability*) will mean any *suited occupation*.

#### Income protection held inside super

If your Income Protection Cover is held inside super and the person insured becomes *disabled* and does not meet temporary incapacity as defined in the *SIS Act*, such as being unemployed at the time of *disability*, no Income Support benefit is payable under the policy held inside super. We provide Income Protection Cover outside super to the person insured at no extra cost in the above circumstance, in accordance with the following terms:

- the terms do not form part of the policy with the trustee of the superannuation fund;
- no premiums are payable for the cover outside super;
- the cover is provided
  - only while the Income Protection Cover held inside super is in-force. If cover under the Income Protection policy held inside super ends or is suspended, the cover provided outside super will also end or be suspended;
  - under identical terms (policy terms, insured monthly benefit amount, waiting period, benefit period and extra cost options) to those provided under the Income Protection policy held inside super, except that the requirements of the SIS Act do not apply. If any of the terms above change on your Income Protection policy held inside super, then the terms under the cover provided outside super will also change;
- · for claims
  - the assessment will first be made under the Income Protection Cover held inside super. If the conditions for a claim are not met, then the claim will be assessed under the cover provided outside super;
  - benefits paid under the cover outside super are payable directly to the person insured;

- cover inside super is suspended and you cannot make a claim under the cover inside super while a claim under the cover outside super is being paid
- if we are paying a claim under the cover outside super, premiums will be waived on your Income Protection policy held inside super.

#### Income Support Benefit calculation

The Income Support Benefit is calculated as follows:

 $\frac{\text{(A-B)}}{\text{A}}$  x monthly benefit other disability amount payments

A = pre-disability earnings

B = monthly earnings for the month in which you are disabled and an Income Support Benefit is being claimed.

See page 111 for the definition of *monthly earnings* and 112 for *pre-disability earnings*.

If you are not working at your full capability for any reason other than *sickness* or *injury*, and this situation continues for at least three months, your *monthly earnings* (B) for the purposes of the Income Support Benefit calculation above while *disabled* will be calculated on what you could reasonably be expected to earn if you were working to your full capability, based on the occupation definition that applies at the time. This will be based on reasonable evidence related to the *sickness* or *injury* (including any information you provide) and available reasonable medical evidence (including the opinion of your *medical practitioner*).

Payment will begin to accrue from the first day after the end of the waiting period and will continue for as long as you are *disabled*, to the end of the benefit period or the expiry of the policy, whichever occurs first.

We pay the Income Support Benefit monthly in arrears.

If you are *disabled* for part of the month, we will pay 1/30th of the Income Support Benefit for each day you are *disabled*.

Typically, part of the Income Support Benefit will be paid directly to you and the remainder of the benefit will be paid to your nominated complying superannuation fund.

### How we determine the amount to be paid to you directly

To determine how much of the Income Support Benefit we will pay directly to you, we exclude your pre-disability superannuation guarantee contributions from your pre-disability earnings used to calculate the monthly benefit amount.

### How we determine the amount to be paid to your nominated complying superannuation fund

The amount of the Income Support Benefit that we pay to your nominated complying superannuation fund is the total Income Support Benefit less the amount paid directly to you.

No benefit will be payable until you have nominated a complying superannuation fund and we have received all necessary information in order for us to make the payment to the fund. The amount we pay to your nominated complying superannuation fund is paid:

- on your behalf as a contribution and is subject to the standard superannuation rules relating to contributions, taxation and preservation where you hold your cover outside super; or
- as a rollover benefit where you hold your cover inside super and your nominated superannuation fund is a different fund from the superannuation fund where your cover is held.

For further information regarding the different treatment of amounts paid to your nominated superannuation fund depending on whether cover is held outside or inside of super, please speak with your financial adviser.

If superannuation or taxation laws prevent us from making the payment to your nominated superannuation fund, these amounts will be paid directly to you.

#### Monthly benefit amount

#### **Income Protection (IP60)**

The monthly benefit amount is the lesser of the insured monthly benefit amount and 60% of your pre-disability earnings.

#### **Income Protection Flex (IP70 reducing)**

• The monthly benefit amount is the lesser of the insured monthly benefit amount and 70% of your pre-disability earnings until 24 months from the end of the waiting period. Thereafter, the monthly benefit amount reduces to 85.72% of the amount payable in the first 24 months.

#### **Income Protection Flex (IP70)**

 The monthly benefit amount is the lesser of the insured monthly benefit amount and 70% of your pre-disability earnings.

#### Other disability payments

Means payments received by you:

- as a result of worker's compensation, motor accident scheme or accident compensation scheme
- from any other disability, group, sickness or accident insurance cover, including cover under a mortgage replacement policy or through a superannuation fund
- from your employer as sick leave.

When calculating 'other disability payments', we will only include payments from the above sources for amounts that would result in these sources combined with the Income Support Benefit exceeding 60% of *pre-disability earnings* for Income Protection (IP60) and 70% of *pre-disability earnings* for Income Protection Flex (IP70 reducing) and Income Protection Flex (IP70).

If the payment amount is a lump sum payment, then for the purpose of the reduction, this will be treated as a series of 60 monthly payments with each monthly payment equal to 1/60th of the lump sum payment.

The following lump sum payments will not be included in 'other disability payments':

- payment for pain or suffering or the loss of use of a part of the body
- payment under a trauma benefit or total and permanent disablement benefit under an insurance policy.

#### Partial benefits

If you are working in a reduced capacity and a full monthly benefit amount is not payable, the amount payable to you will be calculated as set out in the section called 'Income Support benefit calculation on page 57.

#### Waiver of Premium While on Claim

You don't have to pay premiums for your Income Protection Cover while we are paying you an Income Support Benefit. This includes the situation where you have a benefit entitlement under this cover but it is reduced to zero due to *other disability payments*.

We will refund any premiums in respect of the waiting period that you have already paid. For example, if you have paid an annual premium, we will refund a portion of the annual premium that relates to the waiting period and any subsequent period of *disability*.

#### Relapse Benefit

If you return to work on a full-time basis after receiving an Income Support Benefit and you suffer a relapse of the same or a related *sickness* or *injury* within 12 months of the date the claim was last paid to, we will waive the waiting period and treat the relapse as a continuation of the original claim.

If more than 12 months have elapsed since the date the claim was last paid to, a new waiting period will apply. If the relapse benefit applies and the benefit period is five years or less, your benefit period is reduced by any benefits already paid for that same or related *sickness* or *injury*.

#### Death Benefit

If you die while this cover is in place, we will pay a lump sum benefit equal to six times the *monthly benefit amount*, subject to a maximum of \$60,000 (across all ClearView Income Protection And Business Expense policies which cover your life). You do not have to be claiming an Income Support Benefit at the time of your death to be eligible for this benefit.

#### **Extended Cover Benefit**

This benefit applies if you are working in a white collar occupation category we classify as AAA, AA, A, AM, AL or BB.

If immediately prior to the cover expiry date you are still working, you may request to extend your cover beyond the policy expiry date, on modified terms as set out below.

Extended cover will be based on the following conditions, irrespective of what is stated on your policy certificate:

- the waiting period will be the waiting period stated on your policy certificate
- · the benefit period will be one year;
- benefits will only be payable where you are unable to work in any capacity in any suited occupation due to a disability;
- any Increasing Claim Option, Income Support
  Booster Option, Specified Events Option and TPD
  Lump Sum Option you have will cease to apply;
- the maximum monthly benefit amount we will pay is \$30,000; and
- the premium type will be a stepped premium.

Cover can continue under the extended cover modified basis until the earlier of:

- the policy anniversary immediately after you turn age 70; and
- when you are no longer working in gainful employment for at least 20 hours per week for six consecutive months.

#### Limitations

This benefit must be requested within 30 days of policy expiry. This benefit is not available if:

- the original cover was issued with a premium loading, exclusion or varied terms, as stated on your policy certificate; or
- you are on claim or eligible to make a claim during the 12 months prior to the cover expiry age.

#### Medical and dental professionals occupationally acquired HIV, Hepatitis B and Hepatitis C

These terms will apply if you are a medical or dental professional at the time of application and immediately prior to the date of disability. If you suffer HIV, occupationally acquired - specified medical evidence or Hepatitis B or C, occupationally acquired - specified medical evidence and you:

- cease to perform or assist in exposure-prone medical procedures as a result of your condition, and
- cease this part of your practice in compliance with your demonstrable policies of the body that authorises you to practise your profession,

we will treat your inability to practise your duties as an inability to perform the material and substantial duties due to an illness or injury under the definition of disabled. All other criteria of the disabled definition must be met in order to satisfy the definition of disabled.

Any accident giving rise to a potential claim must be reported to us as soon as reasonably practical and be supported by a negative HIV, Hepatitis B or Hepatitis C test (as applicable) taken within seven days after the accident. We require access to all blood samples taken that are reasonably required in order to facilitate independent testing.

#### Limitations

The benefit will not be payable if:

- the HIV, Hepatitis B or Hepatitis C virus is caused by any reason other than an accident during the course of your regular occupation, including sexual activity or recreational intravenous drug
- you have not taken an approved vaccine that is recommended by the relevant government body for use in your occupation and is reasonably available to you prior to the accident which causes infection, and there are no medical reason for not taking the vaccine.
- the Australian government or relevant government body has approved a medical treatment or cure which renders the HIV, Hepatitis B or Hepatitis C virus (as applicable) inactive and non-infectious to others.

# Flexibility to Reduce Two-Year Waiting Period Benefit

If you have selected a two-year waiting period with a benefit period to age 65 to complement an existing group income protection policy which provides a two-year benefit period, we will allow you to reduce the waiting period if your group income protection cover ceases, without the need to supply further medical evidence. You may apply to reduce the waiting period from two years to 90 days.

To exercise this benefit, you must apply in writing or by calling us 30 days before or after the group income protection cover ceasing. If the group income protection cover is not ceased and a claim is made under your Income Protection Cover with us, the Income Support Benefit may be reduced, as explained in the Income Support Benefit calculation section on page 57.

The reduced waiting period and new increased premium will take effect from your next premium due date after we accept your change of the waiting period.

#### Limitations

This benefit is not available if you are on claim or eligible to make a claim under your income protection cover with us or under the group income protection policy.

#### Additional built-in benefits

The following benefits are also provided under Income Protection Cover at no extra cost. Details of these benefits are included on pages:

Built-in benefit	Page
Indexation Benefit	75
Suspending Cover Benefit	75
Waiver of Monthly Premium While Involuntarily Unemployed Benefit	75
Future Increase Benefit	78

#### Increasing Claim Option

While we are paying an Income Support Benefit, we will increase the *monthly benefit amount* by the rate of the *Consumer Price Index (CPI)* on each policy anniversary for as long as we continue to pay a benefit.

When we stop paying the Income Support Benefit, we will increase your insured monthly benefit amount to be equal to the indexed monthly benefit amount applying immediately before the end of the disability claim.

#### **Income Support Booster Option**

For the first six months while the Income Support Benefit is payable, the *monthly benefit amount* will be increased by 20%, with the Income Support Benefit calculated as:

$$\frac{\text{(A-B)}}{\text{A}}$$
 x  $\frac{\text{monthly benefit}}{\text{amount}}$  x 120% -  $\frac{\text{disability}}{\text{payments}}$ 

A = pre-disability earnings

B = monthly earnings for the month in which you are disabled and an Income Support Benefit is being claimed.

The Income Support Booster Option ends on the policy anniversary when you are aged 60, at which time the premium will be reduced to reflect that this option is no longer available. *Disability* must occur before the option expires for the Income Support Booster to be payable.

#### Limitations

We will reduce the Income Support Benefit to ensure that, when combined with the Booster amount, monthly earnings and *other disability payments* you are receiving for the same month do not exceed 100% of your *pre-disability earnings*.

This option is only available when a 30-day, 60-day or 90-day waiting period applies to the policy. It does not apply to benefits paid during the waiting period under the Specified Events Option.

#### **Specified Events Option**

If you suffer one or more of the listed Specified Events and as a result, are unable to work in any capacity due to a disability, we will pay 1/30th of the Income Support Benefit for each consecutive day following the event you are unable to work in any capacity due to a disability during the waiting period.

#### **Specified Events**

#### **Bed confinement:**

A *medical practitioner* certifies the insured is confined to bed and requires the continuous care of a registered nurse for at least three consecutive days

#### Total and permanent loss of use of any one of:

- · A hand or arm
- A foot or leg
- · Sight in one eye
- Thumb and index finger on the same hand at or above the first joint

#### A new fracture\* of one of the following bones:

- Spine
- Thigh
- Pelvis
- Skull (excluding bones of face or nose)
- Upper arm
- Shoulder bone
- Jaw
- Leg (excluding ankle)
- Knee cap
- · Forearm (excluding the wrist)
- Collarbone

\*A new fracture must be supported by reasonable evidence involving radiographic, imaging or scanning techniques and diagnosed within 30 days of the incident giving rise to the fracture.

#### Limitations

This option is only available if you have a 30, 60 or 90-day waiting period and is not available if, at the date you first apply for this policy, you work in a heavy risk occupation category we classify as C or SR. Please speak with your financial adviser or call us on **132 979** for more information about occupation categories.

If you suffer more than one Specified Event at the same time, we will only pay one benefit.

Payments under this benefit continue until the earlier of:

- you are no longer unable to work in any capacity due to the disability; or
- the end of the waiting period.

#### **TPD Lump Sum Option**

Under this option, we may offer or you may request the TPD Lump Sum benefit amount to be paid if:

- we have been paying an Income Support Benefit for three years or more; and
- you have been disabled and not working in any capacity for three years or more, and
- you have a stabilised condition and meet the Any Occupation TPD definition as defined on page 37, (including, for Income Protection Cover held inside super, the additional requirements in the section 'if your cover is held inside super' on page 38).

The TPD Lump Sum benefit amount we pay is calculated as the lesser of:

- \$3,000,000, and
- an amount equal to 'A' times the annualised Income Support Benefit, where:
  - the annualised Income Support Benefit is 12 times the total of your Income Support Benefit which would have applied had you not chosen to receive a lump sum benefit amount, and
  - 'A' is the multiple determined by your age at the date we offer the lump sum benefit amount to you (not when the request for the lump sum benefit amount is received), as shown in the table below:

Age	Multiple
37 or less	17
38 to 39	16
40 to 41	15
42 to 43	14
44 to 45	13
46 to 47	12
48 to 49	11
50 to 51	10
52 to 53	9
54	8
55 to 56	7
57	6
58 to 59	5
60 to 63	65 minus age next birthday

If we pay the TPD Lump Sum benefit amount, your Income Protection Cover will end and no other benefits will be paid.

#### Limitations

This option must be selected when you first apply for your policy. This option is not available if you have a *terminal illness*.

This offer or request can only be made once. To exercise this option you must notify us in writing within 30 days of the date of our letter of offer.

This option is only available if you select a benefit period to age 65.

The option cannot be exercised once you turn age 64.

### Complimentary Interim Accident Cover

You may be entitled to Complimentary Interim Accident Cover while your application for Income Protection Cover is being assessed. Please refer to page 83 for the terms of Complimentary Interim Accident Cover.

#### When income protection ends

Income protection will end on the earlier of the:

- · date of your death
- · date when the TPD Lump Sum Option is paid
- policy anniversary immediately after you turn age 65, or
- date when the policy ends.

### Accidental Income Protection Cover

(available inside and outside super)



Accidental Income Protection Cover offers cover for *disability* solely as a result of an *injury* due to an *accident* and allows you to insure up to 60% of your *pre-disability earnings* until the policy expires.

## When the Income Support Benefit amount is payable

If you are disabled for longer than the waiting period as a result of a physical *injury solely* and directly due to an *accident* and independent of any other cause and are:

- under appropriate regular care and following the advice of a *medical practitioner*;
- under the care of an appropriate medical specialist where relevant to your disability; and
- making reasonable endeavours to undertake an appropriate rehabilitation program or steps,

we will pay you the Income Support Benefit for as long as you are *disabled* or to the end of your benefit period, whichever comes first.

#### Accident/accidental

Means a single, unintended, unexpected and sudden event which occurs while this policy is in-force.

#### Injury

A bodily injury that occurs while this policy is in-force. It also includes any injury which was fully disclosed to us and we accepted as part of your application for cover.

Injury does not include mental health symptoms or disorders that directly or indirectly arise from an *accident*.

### When the Income Support Benefit amount will not be paid

We will not pay any benefit under Accidental Income Protection Cover if your *disability*, *injury* or death is caused directly or indirectly by:

- an intentional self-inflicted act, suicide or attempted suicide;
- an event where the *injury* and/or death was unintended and unexpected but was the result of an intentional act by the person insured;
- any sickness resulting from an accident
- death or injury due to natural causes;
- vascular accidents, such as a heart attack or stroke;
- allergic reactions;
- any event relating to having undergone, or undergoing, any medical procedure
- war or act of war (whether declared or not);
- you committing or attempting to commit a criminal offence;
- you taking alcohol or drugs, other than a drug prescribed by a medical practitioner and taken as directed; or
- anything we have specifically excluded, as stated on your policy certificate.

No benefit will be payable for any period of *disability* while you are in jail, a correctional centre or in a remand centre.

We cannot pay a benefit which we are not permitted by law to pay or reimburse any expenses which are regulated by the *National Health Act 1953 (Cth)* or the *Private Health Insurance Act 2007 (Cth)*.

#### The waiting period before an Income Support Benefit becomes payable

Most benefits under Accidental Income Protection Cover are subject to a waiting period. This is the minimum period of time you must be *disabled* as a result of the same *injury* before you are eligible to claim an Income Support Benefit.

You choose a waiting period as part of your application (see page 14 for the available waiting periods). Your waiting period is as shown on your policy certificate.

Generally, the longer the waiting period, the lower the premium.

#### Disability requirements during the waiting period

The waiting period starts on the date of disability. To be eligible for an Income Support Benefit at the end of the waiting period, you must have been disabled throughout the waiting period. If you attempt to return to work during the waiting period (including days worked at full capacity):

- and do so at full capacity for two weeks or more, the waiting period will restart;
- otherwise, it will not cause the waiting period to restart and the days worked will not be added to the end of your waiting period.

In all cases, if cover is held inside super, your *disability* will need to have caused you to cease to be *gainfully employed* for at least one day prior to us being able to commence payment of monthly benefits.

#### Date of disability

Is the earlier of the following:

- when you first consult a medical practitioner about the injury that is causing your disability and you are certified as unable to work, or
- when you first stop working due to that injury causing disability (as long as you consult a medical practitioner within seven days and you are certified as unable to work and you provide reasonable medical evidence about when the condition began).

#### **Disabled/disability**

#### **During the waiting period**

Disabled means solely because of an *injury* due to an *accident*:

- you are unable to perform the material and substantial duties of your regular occupation at full capacity for the duration of the waiting period; and
- you are not working in any capacity for 14 days out of the first 19 consecutive days of the waiting period.

#### Following the waiting period

Disabled means solely because of an *injury* due to an *accident*:

- you are unable to perform the material and substantial duties of your regular occupation at full capacity; and
- your monthly earnings are less than 80% of your pre-disability earnings; and
- within your *regular occupation* you are unable to work the lesser of:
  - 38 hours or more per week
  - the number of hours you regularly worked prior to disability.

#### Income Support Benefit calculation

The Income Support Benefit is calculated as follows:

$$\frac{\text{(A-B)}}{\text{A}}$$
 x monthly benefit other disability amount payments

A = pre-disability earnings

B = monthly earnings for the month in which you are disabled and an Income Support Benefit is being claimed.

See page 68 for the definition of other disability payments and pages 111 and 112 for pre-disability earnings and monthly earnings.

If you are not working at your full capability for any reason other than *sickness* or *injury*, and this situation continues for at least three months, your *monthly earnings* (B) for the purposes of the Income Support Benefit calculation above while *disabled* will be calculated on what you could reasonably be expected to earn if you were working to your full capability, based on the occupation definition that applies at the time.

This will be based on reasonable evidence related to the *sickness* or *injury* (including any information you provide) and available reasonable medical evidence (including the opinion of your *medical practitioner*).

Payment will begin to accrue from the first day after the end of the waiting period and will continue for as long as you are *disabled*, to the end of the benefit period or the expiry of the policy, whichever occurs first.

We pay the Income Support Benefit monthly in arrears.

If you are *disabled* for part of the month, we will pay 1/30th of the Income Support Benefit for each day you are *disabled*.

Typically, part of the Income Support Benefit will be paid directly to you and the remainder of the benefit will be paid to your nominated complying superannuation fund.

#### Regular occupation

Means the occupation you are regularly engaged in immediately before becoming *disabled*, except if you are *unemployed* or on *parental leave* or sabbatical leave for:

- less than 12 months immediately prior to the date of disability, then regular occupation will mean the occupation immediately before unemployment, parental leave or sabbatical leave commenced; or
- more than 12 months immediately prior to the date of disability, then regular occupation will mean suited occupation.

### How we determine the amount to be paid to you directly

To determine how much of the Income Support Benefit we will pay directly to you, we exclude your pre-disability superannuation guarantee contributions from your pre-disability earnings used to calculate the monthly benefit amount.

### How we determine the amount to be paid to your nominated complying superannuation fund

The amount of the Income Support Benefit that we pay to your nominated complying superannuation fund is the total Income Support Benefit less the amount paid directly to you.

No benefit will be payable until you have nominated a complying superannuation fund and we have received all necessary information in order for us to make the payment to the fund.

The amount we pay to your nominated complying superannuation fund is paid:

- on your behalf as a contribution and is subject to the standard superannuation rules relating to contributions, taxation and preservation where you hold your cover outside super; or
- as a rollover benefit where you hold your cover inside super and your nominated superannuation fund is a different fund from the superannuation fund where your cover is held.

For further information regarding the different treatment of amounts paid to your nominated superannuation fund depending on whether cover is held outside or inside of super, please speak with your financial adviser.

If superannuation or taxation laws prevent us from making the payment to your nominated superannuation fund, these amounts will be paid directly to you.

#### Monthly benefit amount

The monthly benefit amount is the lesser of the insured monthly benefit amount and 60% of your pre-disability earnings.

#### Other disability payments

Means payments received by you:

- as a result of worker's compensation, motor accident scheme or accident compensation scheme
- from any other disability, group, sickness or accident insurance cover, including cover under a mortgage replacement policy or through a superannuation fund
- from your employer as sick leave.

When calculating 'other disability payments', we will only include payments from the above sources for amounts that would result in these sources combined with the Income Support Benefit exceeding 60% of *pre-disability earnings* for Income Protection.

If the payment amount is a lump sum payment, then for the purpose of the reduction, this will be treated as a series of 60 monthly payments with each monthly payment equal to 1/60th of the lump sum payment.

The following lump sum payments will not be included in 'other disability payments':

- payment for pain or suffering or the loss of use of a part of the body
- payment under a trauma benefit or total and permanent disablement benefit under an insurance policy.

# The Income Support Benefit when your cover is held inside super

Where cover is held inside super we will reduce the Income Support Benefit to ensure that, when combined with other income (which is monthly earnings, sick leave, long service and annual leave payments and any other employment payments required to be taken into account under the SIS Act) you do not receive more than your pre-disability earnings. The trustee of your superannuation fund will pay benefits in accordance with superannuation law.

### Unemployment, parental leave or sabbatical leave

Your cover under Accidental Income Protection Cover will continue if you are *unemployed* or on *parental leave* or sabbatical leave. If you have been *unemployed* or on *parental leave* or sabbatical leave for more than 12 months immediately prior to the *date of disability*, your *regular occupation* (for the purpose of the definition of *disability*) will mean any *suited occupation*.

#### Income protection held inside super

Income Protection Cover is held inside super and the person insured becomes disabled and does not meet temporary incapacity as defined in the SIS Act, such as being unemployed at the time of disability, no Income Support benefit is payable under the policy held inside super. We provide Accidental Income Protection Cover outside super to the person insured at no extra cost in the above circumstance, in accordance with the following terms:

- the terms do not form part of the policy with the trustee of the superannuation fund;
- no premiums are payable for the cover outside super;
- · the cover is provided
  - only while the Accidental Income Protection Cover held inside super is in-force. If cover under the Accidental Income Protection Cover held inside super ends or is suspended, the cover provided outside super will also end or be suspended;
  - under identical terms (policy terms, insured monthly benefit amount, waiting period, benefit period and extra cost options) to those provided under the Income Protection policy held inside super, except that the requirements

of the SIS Act do not apply. If any of the terms above change on your Accidental Income Protection Cover held inside super, then the terms under the cover provided outside super will also change;

#### for claims

- the assessment will first be made under the Accidental Income Protection Cover held inside super. If the conditions for a claim are not met, then the claim will be assessed under the cover provided outside super;
- benefits paid under the cover outside super are payable directly to the person insured;
- cover inside super is suspended and you cannot make a claim under the cover inside super while a claim under the cover outside super is being paid
- if we are paying a claim under the cover outside super, premiums will be waived on your Accidental Income Protection Cover held inside super

### Rehabilitation and return to work support

As part of our claims process, we may provide Recovery Support by paying the cost to third-party providers of rehabilitation, equipment, re-skilling or re-training that we agree, acting reasonably, is needed to help your recovery or return to work. Please refer to page 27 for information about Recovery Support.

#### Benefit period

This is the maximum amount of time we will pay you the *monthly benefit amount* in respect of any one continuous period of *disability*. You can only claim one full benefit period for any one *injury* (including any related *injury*).

Subject to the rules on relapse of *injury* (set out under the Relapse Benefit on this page), a new benefit period will start at the end of each waiting period.

You choose a benefit period as part of your application (see page 14 for the available benefit periods). Your benefit period is as shown on your policy certificate. Generally, the shorter the benefit period the lower the premium.

#### Partial benefits

If you are working in a reduced capacity and a full monthly benefit amount is not payable, the amount payable to you will be calculated as set out in the section called Income Support Benefit calculation on the page 66.

#### Relapse Benefit

If you return to work on a full-time basis after receiving an Income Support Benefit and you suffer a relapse of the same or a related *injury* within 12 months of the date the claim was last paid to, we will waive the waiting period and treat the relapse as a continuation of the original claim. If more than 12 months have lapsed since the date the claim was last paid to, a new waiting period will apply. If the relapse benefit applies, your benefit period is reduced by any benefits already paid for that same or related *injury*.

#### Death Benefit

If you die as a result of an *accident* while this cover is in place and death occurs within 90 days of the *accident*, we will pay a lump sum benefit equal to six times the *monthly benefit amount*, subject to a maximum of \$60,000 (across all ClearView income protection and business expense policies which cover your life).

You do not have to be claiming an Income Support Benefit at the time of your death to be eligible for this benefit.

#### Additional built-in benefits

The following benefits are also provided at no extra cost under Accidental Income Protection Cover. Details of these benefits are included on pages:

Built-in benefit	Page
Waiver of Premium While on Claim Benefit	59
Extended Cover Benefit	60
Flexibility to Reduce Two-Year Waiting Period Benefit	61
Indexation Benefit	75
Suspending Cover Benefit	75
Waiver of Monthly Premium While Involuntarily Unemployed Benefit	75

#### Increasing Claim Option

While we are paying an Income Support Benefit, we will increase the *monthly benefit amount* by the rate of the *Consumer Price Index (CPI)* on each policy anniversary for as long as we continue to pay a benefit.

When we stop paying the Income Support Benefit, we will increase your *insured monthly benefit amount* to be equal to the indexed *monthly benefit amount* applying immediately before the end of the claim.

### Complimentary Interim Accident Cover

You may be entitled to Complimentary Interim Accident Cover while your application for Accidental Income Protection Cover is being assessed.

Please refer to page 83 for the terms of Complimentary Interim Accident Cover.

### When Accidental Income Protection Cover ends

Accidental Income Protection Cover will end on the earlier of the:

- date of your death;
- policy anniversary immediately after you turn age 65; or
- date when the policy ends.

### **Business Expense Cover**

(not available inside super)



# When the Business Expense monthly benefit amount is payable

If you are *disabled* for longer than the waiting period and are:

- under appropriate regular care and following the advice of a medical practitioner;
- under the care of an appropriate medical specialist where relevant to your disability; and
- making reasonable endeavours to undertake an appropriate rehabilitation program or steps,

we will pay you a Disability Benefit for as long as you are *disabled* or until the expiry of the benefit period, whichever comes first.

# When the Business Expense Cover monthly benefit amount will not be paid

We will not pay any benefit under Business Expense Cover if your *disability*, *sickness*, *injury* or death is caused directly or indirectly by:

- an intentional self-inflicted act, suicide or attempted suicide:
- war or act of war (whether declared or not);
- you committing or attempting to commit a criminal offence;
- · normal or uncomplicated pregnancy or childbirth;
- elective surgery or treatment which you voluntarily undergo within the first six months of:
  - · the commencement of cover
  - an increase in the insured monthly benefit amount (but only in respect of the increased amount and does not include an increase in cover as a result of indexation), or
  - · the date the cover is last reinstated; or
- anything we have specifically excluded, as stated on your policy certificate.

No benefit will be payable for periods of *disability* while you are in jail, a correctional centre or in a remand centre.

We cannot pay any benefit which we are not permitted by law to pay or reimburse any expenses which are regulated by the *National Health Act 1953 (Cth)* or the *Private Health Insurance Act 2007 (Cth)*.

### The waiting period before a Disability Benefit becomes payable

Most benefits under Business Expense Cover are subject to a waiting period. This is the minimum period of time you must be *disabled* as a result of the same *sickness* or *injury* before you are eligible to claim a Disability Benefit. No benefit will be paid in arrears for this period unless the Specified Events Option applies.

You choose a waiting period as part of your application (see page 15 for the available waiting periods). Your waiting period is as shown on your policy certificate.

Generally, the longer the waiting period the lower the premium.

#### Disability requirements during the waiting period

The waiting period starts on the date of disability. To be eligible for a Disability Benefit at the end of the waiting period, you must have been *disabled* for the duration of the waiting period.

If you attempt to return to work during the waiting period (including days worked at full capacity):

- and do so at full capacity for two weeks or more, the waiting period will restart;
- otherwise, it will not cause the waiting period to restart and the days worked will not be added to the end of your waiting period.

#### Date of disability

Is the earlier of the following:

- when you first consult a medical practitioner about the sickness or injury that is causing your disability and you are certified as unable to work, or
- when you first stop working due to that sickness or injury causing disability (as long as you consult a medical practitioner within seven days and you are certified as unable to work and you provide reasonable medical evidence about when the condition began).

#### Disability Benefit

The Disability Benefit is calculated as follows:

(A-B) monthly benefit other disability

A amount payments

#### Where:

- A = your share of the pre-disability business income, and
- B = your share of the business income for the month in which you are disabled and claiming a Disability Benefit before any benefit is payable under the cover.

Payment will begin to accrue from the first day after the end of the waiting period and will continue for as long as you are *disabled* or to the end of the benefit period, whichever occurs first.

We pay the Disability Benefit monthly in arrears. If you are *disabled* for part of the month, we will pay 1/30th of the Disability Benefit amount for each day you are *disabled*.

#### Monthly benefit amount

The monthly benefit amount is the lesser of:

- 1/12th part of the eligible business expenses actually incurred by you in the operation of your profession, business or occupation during the 12 months immediately preceding your disability;
- your share of actual eligible business expenses incurred while you are disabled; and
- the insured monthly benefit amount.

If more than one person is directly responsible for the generation of income in your business, we apportion the *eligible business expenses* in the same proportion as your share of *business income* prior to the claim, between you and the other person(s), to determine your share. We will act reasonably when considering requests to divide the *eligible business expenses* on a different basis.

We require you to provide financial evidence which is reasonably required for the purpose of determining your share of *eligible business expenses* at the time of claim, as well as your share of *pre-disability business income*.

#### Partial benefits

If you are working in a reduced capacity and a full monthly benefit amount is not payable, the amount payable to you will be calculated as set out in the section called 'Disability Benefit' on this page.

#### Benefit period

The benefit period is the maximum amount of time we will pay the *monthly benefit amount* for any one continuous period of *disability*.

You can only claim one full benefit period for any one *sickness* or *injury* (including any related *sickness* or *injury*).

Subject to the rules on relapse of *sickness* or *injury* (set out under the Relapse Benefit on page 73), a new benefit period will start at the end of each waiting period.

The benefit period is one year but may be extended until 12 times the *monthly benefit amount* has been paid in total.

#### Disabled/disability

### **During the waiting** period

Disabled means solely because of *sickness* or *injury*:

- you are unable to perform the material and substantial duties of your regular occupation at full capacity for the duration of the waiting period; and
- you are not working in any capacity for 14 days out of the first 19 consecutive days of the waiting period.

# From the end of the waiting period to policy expiry

Disabled means solely because of *sickness* or *injury*:

- you are unable to perform the material and substantial duties of your regular occupation at full capacity; and
- your monthly business income is less than 80% of your pre-disability business income; and
- within your regular occupation you are unable to work the lesser of:
  - 38 hours or more per week
  - the number of hours you regularly worked prior to disability.

#### Other disability payments

Means payments received by you from any business expense benefits from another insurance policy. We will reduce the Disability Benefit to ensure that, when combined with 'other disability payments', you do not receive more than 100% of your *eligible business* expenses.

#### Regular occupation

Means the occupation you are regularly engaged in immediately before becoming *disabled*, except if you are *unemployed* or on *parental leave* or sabbatical leave for:

- less than 12 months immediately prior to the date of disability, then regular occupation will mean the occupation immediately before unemployment, parental leave or sabbatical leave commenced; or
- more than 12 months immediately prior to the date of disability, then regular occupation will mean suited occupation.

#### Eligible business expenses

Your share of the normal day-to-day fixed expenses of your business actually incurred by you for the purposes of the actual running of your business. Fixed expenses are expenses that continue even if your business is not operating, and include:

- salaries or remuneration of employees who are not directly involved in generating sales, income or billings (including related costs such as superannuation contributions and payroll tax);
- net cost of a locum (a person sourced external to the business and who is a direct replacement for you and whose gross sales, income or billings are less than the fees incurred for that locum);
- rent and regular principal and interest instalment repayments on business loans or mortgages (unless the business premises is also your principal residence);
- business property rates and taxes (unless the business premises is also your principal residence);
- leasing costs for equipment and motor vehicles;
- electricity, gas, water, telephone, laundry and cleaning directly related to the running of your business;
- business related insurance premiums; (excluding premiums for this Business Expense Cover);

- · contracted advertising costs;
- subscriptions to professional associations;
- · accounting and audit fees;
- bank fees and charges; and
- any other business expenses we may agree to cover.

The following business expenses are specifically excluded:

- your personal salary, fees, drawings or any other remuneration;
- salaries or remuneration for members of your family or other related parties (unless they were employed at least 90 days before the date you became *disabled*) or any person who is not an employee;
- salaries or remuneration of employees who generate sales, income or billings (including related costs such as superannuation contributions and payroll tax);
- cost of goods, fittings, equipment, implements or products used in the business;
- · depreciation; and
- premiums payable for Business Expense Cover under this policy.

#### Relapse Benefit

If you return to work on a full-time basis after receiving a Disability Benefit and you suffer a relapse of the same or a related *sickness* or *injury* within 12 months of the date the claim was last paid to, we will waive the waiting period and treat the relapse as a continuation of the original claim. If more than 12 months have lapsed since the date the claim was last paid to, a new waiting period will apply.

If the relapse benefit applies, your benefit period is reduced by any benefits already paid for that same or any related *sickness* or *injury*.

### Rehabilitation and return to work support

As part of our claims process, we may provide Recovery Support by paying the cost to third-party providers of rehabilitation, equipment, re-skilling or re-training that we reasonably agree is needed to help your recovery or return to work. Please refer to page 27 for information about Recovery Support.

#### Additional built-in benefits

The following benefits are also provided under Business Expense Cover at no extra cost. Details of these benefits are included on the pages indicated. Please substitute references to income protection for references to Business Expense Cover.

Built-in benefit	Page
Waiver of Premium While on Claim Benefit	59
Death Benefit	59
Extended Cover Benefit	60
Indexation Benefit	75
Suspending Cover Benefit	75
Waiver of Monthly Premium While Involuntarily Unemployed Benefit	75

#### **Specified Events Option**

If you suffer one of the listed Specified Events and as a result, are unable to work in any capacity due to a *disability*, we will pay 1/30th of the Disability Benefit for each day you are unable to work in any capacity due to the *disability* during the waiting period.

#### **Specified Events**

#### **Bed confinement:**

A medical practitioner certifies the insured is confined to bed and requires the continuous care of a registered nurse for at least three consecutive days

#### Total and permanent loss of use of any one of:

- · A hand or arm
- A foot or lea
- Sight in one eye
- Thumb and index finger on the same hand at or above the first joint

#### A new fracture\* of one of the following bones:

- Spine
- Thigh
- Pelvis
- Skull (excluding bones of face or nose)
- Upper arm
- Shoulder bone
- Jaw
- Leg (excluding ankle)
- Knee cap
- Forearm (excluding the wrist)
- Collarbone

\*Evidence of a new fracture must be supported by radiographic, imaging or scanning techniques and diagnosed within 30 days of the incident giving rise to the fracture.

#### Limitations

This option is only available if you have a 30, 60 or 90-day waiting period and is not available if, at the date of application, you work in a heavy risk occupation category we classify as C or SR. Please speak with your financial adviser or call us on **132 979** for more information on occupation categories.

If you suffer more than one Specified Event at the same time, we will only pay one benefit.

Payments under this benefit continue until the earlier of

- you are no longer unable to work in any capacity due to disability; or
- the end of the waiting period.

### Complimentary Interim Accident Cover

You may be entitled to Complimentary Interim Accident Cover while your application for Business Expense Cover is being assessed. Please refer to page 83 for the terms of Complimentary Interim Accident Cover.

#### When Business Expense Cover ends

Business Expense Cover will end on the earlier of the:

- · date of your death;
- policy anniversary immediately after you turn age 65;
- date when the policy ends.

### Additional benefits applicable to ClearChoice policies

The following additional benefits may apply to ClearChoice policies – each benefit indicates which cover it applies to (not all additional benefits apply to all cover types).

Some benefits are not available if cover is held inside super.

#### Indexation Benefit - all covers

#### (available inside and outside super)

To ensure your benefits maintain real value and keep pace with the cost of living we will

automatically increase your benefit amount at each policy anniversary. The rate of increase will be the percentage increase in the *Consumer Price* Index (**CPI**). Increases resulting from the Indexation Benefit are able to take your cover benefit amount above the stated maximums at application for a cover.

For Income Protection, Accidental Income Protection and Business Expense covers, as these are indemnity products, you should consider the increase against your actual income and/or business expenses, as we may not pay the full monthly insured amount.

If you decline an increase that is offered in any one year, you will not be excluded from being offered increases in future years unless you ask us to remove the Indexation Benefit so it does not apply for all years going forward.

If you asked us to remove the Indexation Benefit and would like to add it back to your cover, you will need to apply to have the Indexation Benefit added to your cover and undertake the underwriting that is applicable at the time.

#### Limitations

The Indexation Benefit will not apply to Income Protection Cover, Accidental Income Protection Cover or Business Expense Cover while we are paying a benefit under these covers, unless the Increasing Claim Option applies, as explained on page 61 for Income Protection Cover and page 69 for Accidental Income Protection Cover.

The Indexation Benefit will not apply while premiums are being waived under the Disability Premium Waiver Option.

The Indexation Benefit will not apply if the following benefits are being exercised:

- · Premium Freeze Benefit; or
- · Suspending Cover Benefit.

### Suspending Cover Benefit - all covers

#### (available inside and outside super)

You may suspend all covers under your policy and premiums associated with them for up to 12 months. During this period, you will be unable to claim in respect of any event, *sickness* or *injury* that occurs during the suspension period.

To exercise this benefit you must notify us at least 30 days prior to the relevant premium due date (monthly or annually) for which you wish to suspend your cover.

To cancel the suspension of cover, you must notify us. Cover and premiums will resume as of the next premium due date after we receive your notice. At the end of your suspension period, we will continue your cover and your premium payments will resume.

#### Limitations

Your policy must have been in place for at least 12 consecutive months before you can exercise the Suspending Cover Benefit.

If the suspended cover is linked or flexi-linked to other cover, that other cover must also be suspended at the same time.

Your premiums must be paid up to date at the time you request this benefit to apply.

Your policy may be suspended under this benefit for a maximum of 12 months in total over the life of the policy.

Waiver of Monthly Premium While Involuntarily Unemployed Benefit all covers, except Business Expense Cover

#### (available inside and outside super)

If you become *involuntarily unemployed* (other than as a direct result of *sickness* or *injury*) we will waive the premium for up to three months while you are *involuntarily unemployed*. Cover continues while premiums are being waived.

To exercise this benefit you must notify us within 30 days of the relevant premium due date for which you are applying to have premiums waived.

If your policy includes Child Cover, we will also waive any premiums that become payable for the Child Cover while we are waiving premiums under this benefit.

At the end of your waiver period, your premium payments will resume.

#### Limitations

Your policy must have been in place for at least 12 consecutive months before you can exercise the Waiver of Monthly Premium While Involuntarily Unemployed Benefit.

You must provide us with a letter from your employer confirming your involuntary unemployment or show evidence you are registered with an Australian government approved employment agency when you notify us that you want to exercise this benefit.

This benefit is not available for people who are selfemployed or for Business Expense Cover.

This benefit is only available if you are paying your premiums monthly and is only available in respect of future premiums (i.e. those that are due to become payable).

We will waive premiums under this benefit for separate periods of time you are *involuntarily unemployed* subject to a maximum of three months in total over the life of the policy.

### Future Increase Benefit - Life Cover, TPD Cover and Trauma Cover

#### (available inside and outside super)

This benefit does not apply to Accidental Death Cover or Accidental TPD Cover.

We understand that certain life events, whether they are personal or business, may mean you need to increase your level of cover. The Future Increase Benefit allows you to increase your Life Cover, TPD Cover and/or Trauma Cover benefit amount after certain specific events, without having to supply further medical evidence.

If TPD Cover and/or Trauma Cover are linked or flexilinked to Life Cover, the Life Cover benefit amount must always be greater than or equal to the higher of the TPD Cover and Trauma Cover benefit amount.

If Trauma Cover is linked or flexi-linked to TPD Cover, the TPD Cover benefit amount must always be greater than or equal to the Trauma Cover benefit amount. The events and the maximum increase amounts are summarised in the table on the next page.

To apply for an increase under this benefit, you must complete a 'Future Increase Benefit Application Form' and return it to us with any other information we have reasonably requested to demonstrate that the personal or business event has occurred.

Your application needs to be made within 30 days of the later of:

- the occurrence of the personal, business or policy event, or
- the policy anniversary following the personal, business or policy event.

The increase in cover will take effect from the date we notify you in writing, which will be no later than 30 days from the date you satisfied our requirements.

#### Limitations

You may apply for an increase for only one personal, business or policy event per cover type in any 12-month period across all policies that we cover you for.

Any increase in the benefit amount is subject to the following limits:

Life /TDD /

Increase limits	Trauma Cover
Minimum for each increase	\$10,000
For the life of the cover, the lesser of:	\$2,000,000
<ul> <li>the benefit amount at the cover start date;</li> </ul>	
<ul> <li>the current benefit amount; and</li> </ul>	
<ul> <li>this maximum across all policies you have with us</li> </ul>	
(subject to the maximum benefit amount applicable for each cover)	

The increased benefit amount does not apply until we have confirmed it in writing and your premium will increase to reflect the increase in cover.

The premium for the increased benefit amount will be calculated based on your age at the time of the increase.

#### **Personal event**

### The Life/TPD/Trauma benefit amount may be increased by up to the lesser of:

- You get married
- · You or your partner give birth to, or adopt a child
- A dependent child of yours starts secondary school
- You complete an undergraduate degree at a government recognised Australian university
- · You get divorced
- · Death of your spouse
- You become a carer for the first time which includes being financially responsible for provision of such care and/or physically providing the care

- 25% of the benefit amount at the cover start date.
- 25% of the current benefit amount and
- \$200,000.

- You take out or increase a mortgage on your principal place of residence with an Australian licensed mortgage provider. This excludes re-draw and refinancing
- 50% of the Life Cover benefit amount at the cover start date and if applicable 25% of the TPD Cover or Trauma Cover benefit amount at the start date
- 50% of the current Life Cover benefit amount and if applicable 25% of the current TPD Cover or Trauma Cover benefit amount
- The amount of the mortgage, or increase to the mortgage, and
- \$200,000.
- You receive a promotion or salary package increase of 15% or more

The salary package does not include irregular payments such as bonuses or commissions that may not continue in the future.

- 25% of the benefit amount at the cover start date
- 25% of the current benefit amount
- Ten times the amount of the salary package increase, and
- \$200,000.

#### **Business event**

#### If you are a partner, shareholder or similar principal in a business and the purpose of this cover supports a buy/sell, share purchase or business succession agreement and your value in the business increases

- If you are responsible for a business loan and there is an increase in the loan liability for the business
- If you are a key person in a business and your value to the business increases

### The Life/TPD/Trauma benefit amount may be increased by up to the lesser of:

- 25% of the benefit amount at the cover start date25% of the current benefit amount
- The increase in the value of your financial interest in the business or business loan, and
- \$200.000.
- Five times the average of the last three consecutive annual increases in your gross remuneration package
- 25% of the current benefit amount
- 25% of the benefit amount at the cover start date, and
- \$200,000.

#### **Policy event**

 Every third policy anniversary (if you have not increased the Life/TPD/Trauma benefit amount under the Future Increase Benefit in the previous three years)

### The Life/TPD/Trauma benefit amount may be increased by up to the lesser of:

- 25% of the benefit amount at the cover start date,
- 25% of the current benefit amount and
- \$200,000.

Within the first six months of an increase to a benefit amount, the increased benefit amount is only payable for death, *total and permanent disability* or a trauma condition (as applicable) which results from an *accident*.

This benefit is not available:

- from the policy anniversary immediately after you turn age 60,
- if a claim is being paid under this cover, a claim
  has been lodged or you are eligible to make a
  claim in relation to this policy or another policy
  which provides you with a benefit if you are sick or
  injured, or
- if your cover is issued with a medical loading greater than 100% or two or more exclusions, as stated on your policy certificate.

#### Future Increase Benefit – Income Protection and Business Expense Cover

#### (available inside and outside super)

This benefit does not apply to Accidental Income Protection Cover.

This benefit allows you to increase the insured monthly benefit amount by up to 15% for Income Protection, if your income increases or for Business Expenses, if your eligible business expenses increase, without having to provide further medical evidence.

You may increase the *insured monthly benefit* amount on each policy anniversary, up until the policy anniversary immediately after you turn age 55. Your application needs to be made while *gainfully employed* and within 30 days of the policy anniversary.

The maximum increase allowed is the lesser of 15% of the *insured monthly benefit amount* and:

Income Protection (IP60)	60% of the actual increase in your <i>monthly earnings</i>
Income Protection Flex (IP70 reducing)	70% of the actual increase in your <i>monthly earnings</i>
Income Protection Flex (IP70)	70% of the actual increase in your <i>monthly earnings</i>
Business Expense	the actual increase in your eligible business expenses

This increase is in addition to any increase in cover under the Indexation Benefit.

#### Limitations

The 'maximum *insured monthly benefit amount*' rules from the table on page 12 for Income Protection Cover and page 15 for Business Expense Cover apply.

Any increase is subject to you providing financial evidence which is reasonably required to support the increase and confirmation that you are *gainfully employed* at the time of the increase.

The total of all increases in the *insured monthly* benefit amount cannot exceed the original monthly benefit amount at the cover start date.

This benefit is not available:

- from the policy anniversary immediately after you turn age 60,
- if a claim is being paid under this cover, a claim
  has been lodged or you are eligible to make a
  claim in relation to this policy or another policy
  which provides you with a benefit if you are sick or
  injured, or
- if your cover is issued with a medical loading greater than 100% or two or more exclusions, as stated on your policy certificate.

#### Financial Advice Benefit - Life Cover, Accidental Death Cover, TPD Cover, Accidental TPD Cover, Trauma Cover

#### (not available inside super)

If we pay the full Life Cover, Accidental Death Cover, TPD Cover, Accidental TPD Cover or Trauma Cover benefit amount, we will reimburse the cost of engaging a financial adviser who is operating under an Australian Financial Services Licence to prepare a financial plan(s) for you and/or any other beneficiaries under the policy.

The total amount payable under this benefit is the lesser of the actual fee charged by the financial adviser (including GST) and \$3,000.

#### Limitations

You must be able to provide a copy of the invoice or receipt showing the amount paid and the services provided. The financial plan must be provided within 12 months of receiving the full benefit amount.

This benefit will only be paid once for each person insured, regardless of how many life insurance policies you have with us.

#### Premium Freeze Benefit - Life Cover, TPD Cover, Trauma Cover

#### (available inside and outside super)

This benefit does not apply to Accidental Death Cover, Accidental TPD Cover, Child Cover, Income Protection Cover, Accidental Income Protection Cover or Business Expense Cover.

This benefit applies where the cover is on a stepped premium.

If you choose to exercise the Premium Freeze Benefit for your cover, the following will apply:

- the premium for your cover will be fixed at the level that applied prior to the next policy anniversary, and
- the benefit amount will generally reduce each year to an amount that could be purchased with the fixed premium and based on the premium rate that applies at the time.

The Premium Freeze Benefit may be exercised once you are age 35 by contacting us within 30 days prior to any policy anniversary.

You may cancel the Premium Freeze Benefit by notifying us in writing within 30 days prior to the relevant policy anniversary, except where we are waiving premiums under the Disability Premium Waiver Option. Thereafter, the benefit amount will be the most recent benefit amount that applied immediately prior to you cancelling the premium freeze.

#### Limitations

Premium rates may change in the future as described on page 20. This benefit is only available after the policy anniversary immediately after you turn 35.

The Indexation Benefit, Future Increase Benefit and Business Guarantee Option (if applicable) cannot be exercised while the Premium Freeze Benefit is exercised.

If the Life Cover, TPD Cover or Trauma Cover reduces to or below the minimum benefit amount of \$50,000, the Premium Freeze Benefit will cease.

## Optional extras applicable to Life Cover, Accidental Death Cover, TPD Cover, Accidental TPD Cover and Trauma Cover

The following options may apply to Life Cover, Accidental Death Cover, TPD Cover, Accidental TPD Cover and Trauma Cover as indicated below (not all additional options apply to all cover types).

These options are available for an extra premium and if selected will be included on your policy certificate.

#### **Business Guarantee Option**

#### (not available inside super)

If you have this option, you may apply to increase your Life Cover, TPD Cover and/or Trauma Cover benefit amount without having to provide further medical evidence. It may be used for any of the following business insurance purposes which must be nominated by you and approved by us at the time of application for cover:

- buy/sell, share purchase or business succession
- · loan guarantee or debt protection
- · key person insurance, or
- any other business insurance purpose which we approve.

If TPD Cover and/or Trauma Cover are linked or flexilinked to Life Cover, the Life Cover benefit amount must always be greater than or equal to the higher of the TPD Cover and Trauma Cover benefit amount.

If Trauma Cover is linked or flexi-linked to TPD Cover, the TPD Cover benefit amount must always be greater than or equal to the Trauma Cover benefit amount.

You may apply for one increase in any 12-month period under this option.

If exercising this option within three years of the commencement of this option, or within three years of the last increase under this option, the maximum individual and maximum total increase available is outlined in the table below.

Type of cover	Maximum individual increase#	Maximum total cover available under this option
Life Cover	the increase in value of the 'business insurance purpose'	<ul> <li>three times the benefit amount at the cover start date, and</li> <li>\$15,000,000*</li> </ul>
TPD Cover	the increase in value of the 'business insurance purpose'	Lesser of:  • three times the benefit amount at the cover start date, and • \$5,000,000*
Trauma Cover	the increase in value of the 'business insurance purpose'	<ul> <li>three times the benefit amount at the cover start date, and</li> <li>\$2,000,000*</li> </ul>

# Any individual increase subject to the maximum total cover available under this option.

If at any time you have not increased your cover under this option for more than three years, the maximum individual increase available for all cover types, subject to the maximum benefit amount applicable for each cover, is the lesser of:

- the increase in value of the business insurance purpose
- three times the benefit amount at the cover start date, and
- \$2,000,000

<sup>\*</sup> These amounts are the total to which your benefit amount may be increased and include all cover on the life of the person insured, including cover held inside superannuation and with other life insurance companies.

The benefit amount as a percentage of your share of the value associated with the business insurance purpose must never increase.

To apply for an increase under this option:

- you must complete a 'Business Guarantee Increase Application Form' and return it to us with any other information we have reasonably requested to demonstrate that the business event has occurred;
- you need to provide relevant, current financial information appropriate to the business insurance purpose originally applied for which we require, acting reasonably; and
- you must be gainfully employed in your usual occupation at the time of applying for the increase.

Your application needs to be made within 60 days of the date:

- a qualified accountant or valuer issues a written re-evaluation of the business (for buy/sell, share purchase or business succession business insurance purpose);
- a qualified accountant or valuer issues a written re-evaluation of your value to the business (for key person business insurance purpose); or
- of the increase in the amount of the business loan (for loan guarantee or debt protection business insurance purpose).

The increase in cover will take effect from the date we notify you in writing, which will be no later than 30 days from the date you satisfied our requirements.

#### Limitations

The increased benefit amount does not apply until we have confirmed it in writing and your premium will increase to reflect the increase in cover.

The premium for the increased benefit amount will be calculated based on your age at the time of the increase.

This option cannot be exercised if:

- you have exercised the Future Increase Benefit on this cover for the same business event; or
- you or anyone else has made, or is eligible to make, a claim for any benefit under this policy or any policy issued by us on the life of the Person Insured, (including a claim to waive premiums under the Disability Premium Waiver Option).

This option expires at the policy anniversary immediately after you turn age 60.

This option does not apply to Accidental Death Cover or Accidental TPD Cover.

#### Disability Premium Waiver Option

#### (available inside and outside super)

#### Life Cover, TPD Cover and/or Trauma Cover

We will waive the premiums for any Life Cover, TPD Cover and Trauma Cover (as applicable) up until the policy anniversary immediately after you turn age 65 while you are:

- receiving an Income Support Benefit under Income Protection Cover or a Disability Benefit under Business Expense Cover

If your policy includes Child Cover, we will also waive any premiums that become payable for the Child Cover while we are waiving premiums under this option.

### Accidental Death Cover and/or Accidental TPD Cover

We will waive the premiums for any Accidental Death Cover or Accidental TPD Cover (as applicable) up until the policy anniversary immediately after you turn age 65 while you are:

- unable to work in any capacity due to a disability
   (as defined on page 65) as a result of an accident
   where disability occurs within 90 days of the
   accident (as defined on page 64) and have
   been so disabled for a period longer than three
   consecutive months; or
- receiving an Income Support Benefit under Accidental Income Protection Cover.

If your policy includes Child Cover, we will also waive any premiums that become payable for the Child Cover while we are waiving premiums under this option.

#### Limitations

A waiver of premium under this option will not apply where your *disability* is caused directly or indirectly by:

- an intentional self-inflicted act, suicide or attempted suicide;
- war or act of war (whether declared or not);
- your committing or attempting to commit a criminal offence;
- normal or uncomplicated pregnancy or childbirth; or
- anything we have specifically excluded as stated on your policy certificate.

You cannot exercise this option:

- if there are any premiums owing on your policy. All outstanding premiums must be paid before we will waive the premium, or
- for premiums payable for Life Cover provided under the Life Cover Buy Back Benefit or for premiums payable for Trauma Cover provided under the Trauma Cover Reinstatement Option.

The Indexation Benefit will not apply to cover for which the premiums are being waived.

You cannot increase your cover under the Future Increase Benefit or Business Guarantee Option (if applicable) where premiums are being waived.

This option expires at the policy anniversary immediately after you turn age 65.

#### Life Cover Buy Back Option

This option only applies if you have TPD Cover and/or Trauma Cover linked or flexi-linked to your Life Cover and the option has been selected on the TPD and/or Trauma Cover.

This option is not available Accidental Death Cover, Accidental TPD Cover or Child Cover.

If you have this option on your TPD Cover and TPD benefit is paid, and/or you have this option on your Trauma Cover and a Trauma benefit is paid, you can reinstate your Life Cover benefit amount for the amount of the Trauma Cover or TPD Cover benefit paid, without having to provide further medical evidence.

If the TPD claim or Trauma claim, as applicable, was due to any of the following conditions we will reinstate your Life Cover benefit amount six months after the later of the date we received your fully completed claim form or the date you satisfied the definition of the relevant condition:

- Blindness in both eyes permanent, specified severity;
- Dementia including Alzheimer's disease specified severity;
- Loss of hearing in both ears permanent, specified severity;
- Multiple sclerosis specified medical evidence;
- Paralysis of two limbs significant permanent impairment; or
- Parkinson's disease of unknown cause diagnosis of the condition.

To understand what we mean by these conditions, please see page 102.

If the TPD claim or Trauma claim, as applicable, was due to any other sickness or injury, we will reinstate your Life Cover benefit amount 12 months after the later of the date we received your fully completed claim form or the date you satisfied the relevant definition.

You may choose not to accept the Life Cover Buy Back by notifying us in writing within 30 days of the commencement of the reinstated Life Cover. If you do this, we will refund the premium for the reinstated cover providing no claim has been made against the reinstated cover.

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

If the Life Cover has a level premium type, the premium for the reinstated Life Cover will be calculated based on your age at the cover start date when level premiums were originally selected for the cover, as well as your age as at any subsequent increases in your benefit amount insured (including the Indexation Benefit) that were made to the cover.

Any premium loadings, exclusions or varied terms that applied to the original Life Cover (stepped or level premium type) will also apply to the reinstated Life Cover.

The Indexation Benefit will apply to the reinstated Life Cover.

#### Limitations

The Future Increase Benefit and Business Guarantee Option are not available with the reinstated Life Cover.

### **Complimentary Interim Accident Cover**

We will provide you with Interim Accident Cover, at no extra cost, while we assess your application for cover. This interim cover will not apply where the insurance applied for is replacing existing insurance with us or another insurer.

Interim Accident Cover is provided by ClearView Life Assurance Limited: ABN 12 000 021 581, AFS Licence No 227682. If you applied for cover with ClearView ClearChoice Super, your Interim Accident Cover benefits will be treated as non-superannuation benefits and be payable directly to you or your nominated beneficiary, as applicable.

#### When cover starts

This cover starts on the day

- your application has been submitted to ClearView via our online application portal and we have received a valid premium payment authority or rollover request authority; or
- we receive your fully completed paper application form along with a premium payment authority, or rollover request authority, if applying for membership in ClearView ClearChoice Super Rollover. Cover is subject to your premium payment not being dishonoured.

#### When cover ends

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

- 90 days from the date this Interim Accident Cover started
- the cover start date of your ClearView ClearChoice or ClearView ClearChoice Super policy, as indicated on your policy certificate
- the date your application is withdrawn
- the date your application is declined, or
- the date your Interim Accident Cover is cancelled.

#### When a benefit will not be paid

No benefit will be paid where the condition or event giving rise to the claim under Interim Accident Cover was caused directly or indirectly by:

- an accident that first occurred before the Interim Accident Cover started
- an intentional self-inflicted act, suicide or attempted suicide
- an event where the *injury* and/or death was

- unintended and unexpected but was the result of an intentional act by the person insured;
- · any sickness resulting from an accident
- death or injury due to natural causes;
- vascular accidents, such as a heart attack or stroke;
- · allergic reactions;
- any event relating to having undergone, or undergoing, any medical procedure.
- an act of war (whether declared or not)
- your committing or attempting to commit a criminal offence, or
- you taking alcohol or drugs, other than a drug prescribed by a medical practitioner and taken as directed;
- your participation in any occupation, sport or pastime that we would not normally cover on standard terms, using the underwriting guidelines in use at the time of your application. You can obtain more information on what is not covered by contacting us.

#### When a benefit will be payable

### If you have applied for Life Cover or Accidental Death Cover

We will pay the benefit amount under this cover if you die solely and directly as the result of an *accident* and death occurs within 90 days of the *accident* and is independent of any other cause.

### If you have applied for TPD Cover or Accidental TPD Cover

We will pay the benefit amount under this cover if you

- suffer a physical injury solely and directly due to an accident and independent of any other cause;
- the injury is a stabilised condition; and
- as a result of the injury you suffer total and permanently disablility (TPD) and meet the conditions of the TPD definition, which apply within 90 days of the accident.

The TPD definition that applies will be the one applied for in the application, provided you met the eligibility requirements and the requested TPD definition was available for your occupation at the time of application.

#### If you have applied for Trauma Cover

We will pay the benefit amount under this cover if you survive 14 days after suffering one of the following trauma conditions as a result of an *accident* and the condition occurs within 90 days of the *accident*:

- Blindness in both eyes permanent, specified severity
- Burns specified severity
- Loss of hearing in both ears permanent, specified severity
- Loss of limbs or sight significant permanent impairment
- Major head trauma significant permanent impairment
- Paralysis of two limbs significant permanent impairment.

These trauma conditions have a specific meaning and you should refer to the 'Medical definitions' section starting on page 102.

#### Accident

Means a single, unintended, unexpected and sudden event which occurs while this Complimentary Interim Accident Cover is in place.

#### If you have applied for Child Cover

We will pay the benefit amount under this cover if the child insured suffers one of the following trauma conditions as a result of an *accident* and survives 14 days, or dies as a result of an *accident* and this occurs within 90 days of the *accident*:

- Blindness in both eyes permanent, specified severity
- Burns specified severity
- Loss of hearing in both ears permanent, specified severity
- Loss of limbs or sight significant permanent impairment
- Major head trauma significant permanent impairment
- Paralysis of two limbs significant permanent impairment.

These trauma conditions have a specific meaning and you should refer to the 'Medical definitions' section starting on page 102.

#### If you have applied for Income Protection, Accidental Income Protection or Business Expense Cover

We will pay the *monthly benefit amount* under this cover if as a result of a physical *injury* solely and directly due to an *accident* and independent of any other cause, you are unable to work in any capacity as a result of a *disability* (as defined on page 65), and *disability* occurs within 90 days of the accident.

We will pay the *monthly benefit amount* from the end of the waiting period, while you remain *disabled* and unable to work in any capacity, subject to a maximum of six months.

#### How much we will pay

We will only pay once for Interim Accident Cover, for any ClearView ClearChoice or ClearView ClearChoice Super cover.

In the case of Life, Accidental Death, TPD, Accidental TPD, Trauma Cover or Child Cover we will pay the lesser of:

- the benefit amount applied for, and
- \$1,000,000.

In the case of Income Protection, Accidental Income Protection and Business Expense Cover, we will pay an *insured monthly benefit amount* of the lesser of:

- the total of the *monthly benefit amount* applied for
- the total of the monthly benefit amount which would normally be offered by us based on our underwriting rules at the time of application, and
- \$5,000



# Other information

### Privacy and your personal information

In this section 'we', 'us' and 'our' refers to ClearView and the Trustee, depending on the financial products you apply for under the PDS and Policy Document and 'you' refers to the policy owner and the person insured, if applicable. We are committed to ensuring the confidentiality and security of your personal information. All personal information will be handled in accordance with the *Privacy Act 1988 (Cth)*.

We collect, use and disclose your personal information including sensitive information in order to consider your application, administer the policy and assess any claim, establish and administer a ClearView ClearChoice Super interest and determine whether a condition of release has been met (if applicable).

In the case of the Trustee, its related bodies corporate under EQT Holdings Limited (the EQT Group) may also collect personal information about you.

We may also collect your personal information under superannuation, taxation and other relevant laws. We exchange your personal information with third-party organisations in the normal operations of our business. In some circumstances, these third-party organisations may be located in countries overseas.

You can choose not to provide us with some or all of your personal information including sensitive information, but this may affect our ability to provide you with and manage the financial product or service you request. You may generally access personal information we hold about you. We will not provide copies of voice recordings of your contact with us. We may provide a transcript with identification of any third parties (including that of our employees) redacted when we are required to provide you access to your personal information. We may charge a fee to access the personal information that you have requested (for example, to cover photocopying, or producing a transcript and its delivery).

Sensitive information is personal information which includes, but is not limited to, information or opinions about your health, genetic information, sexual preferences or practices, and criminal history. By completing the application form, you agree to the following:

 we can collect and use your personal information for the following purposes: customer service; product development and design; providing product information; to assess any application; underwrite; price and issue any policy; calculate or offer benefits and discounts; administer the policy; administer a ClearView ClearChoice Super interest; to investigate, assess and resolve complaints; assess, manage and pay any claim under the policy or from the Fund;

- for these purposes we can collect personal information, and disclose it to:
  - · our related entities;
  - the policy owner(s) (where you are a person insured who is not a policy owner);
  - the person insured (where you are a policy owner who is not the person insured);
  - · employers;
  - · outsource providers;
  - · government departments and agencies;
  - investigators;
  - lawyers;
  - · advisers:
  - medical and health service providers;
  - · reinsurers;
  - · other insurers;
  - · commercial strategic partners;
  - · anyone acting on our behalf; and
  - · an agent of any of these.

We may also disclose personal information if:

- acting in good faith, we believe the law requires or permits us to do so, or
- if you consent;
- we can use your personal information for data analysis (we will often de-identify it before we use it) and may disclose that information as required by law, regulatory bodies and in certain special circumstances; and
- where you provide personal information to us about another person, you are authorised to provide their information to us, and that you will inform that person who we are, how we use and disclose their information, and that they can gain access to that information (unless doing so would pose a serious threat to the life or health of any individual).

The respective Privacy Policies of ClearView and the Trustee contain:

- full details of how the relevant entity (or group of entities) handles and uses your personal information
- information about how you can access your personal information held by the relevant entity (or group of entities) and seek the correction of such information
- information about how you may complain about a privacy breach and how the relevant entity (or group of entities) will deal with such a complaint.

ClearView's Privacy Policy also contains the list of overseas countries where your information collected or held by it may be exchanged in maintaining your account.

You should refer to the Trustee's Privacy Policy for more details about the personal information the Trustee collects, uses and discloses. The Trustee's Privacy Policy also includes further information regarding when personal information may be transferred by the Trustee to countries outside Australia.

If you would like a copy of ClearView's Privacy Policy or have any questions regarding privacy, please call us on **132 979** or refer to our website at **clearview.com.au/privacy.** 

The Trustee's Privacy Policy is available at **eqt.com.au/global/privacystatement** and can also be obtained by contacting the Trustee's Privacy Officer by phone on (03) 8623 5000 or by email to privacy@eqt.com.au.

#### Marketing

ClearView is committed to providing you with access to a range of leading financial products and services offered by us, affiliated providers and external providers for whom we act as agent.

To do this we may disclose your personal information on a confidential basis to our related entities within ClearView and these providers.

If you do not want your personal information to be used or disclosed for these marketing purposes, please contact us on **132 979**.

### Other important information

#### What we pay your financial adviser

We may pay your financial adviser a commission. This does not represent any additional cost to you on top of your premium.

From time to time we may also make permitted payments to financial services licensees. These payments are made by us and are not an additional charge to you.

Your financial adviser will provide you with a financial services guide and where applicable, a statement of advice, which will detail the benefits they receive for selling you this policy.

#### Gifts register

We maintain a gifts register in accordance with regulatory requirements which currently prescribe that the registers are maintained by fund managers, Investor Directed Portfolio Service (IDPS) providers, representatives and financial services licensees. These registers outline the alternative forms of remuneration which are paid and received from givers and receivers. The law regarding these registers may change and consequently so may our practices.

Our register is publicly available. If you would like to view the register, please contact our Customer Service Centre on **132 979**.

#### No cash value

The types of cover described in the PDS and Policy Document do not have a surrender value or a cash-in value at any point.

#### Statutory fund

All premiums received are paid into ClearView Life Assurance Limited's No. 1 Statutory Fund, and all benefits are paid out of this fund.

#### Non-participating policy

This policy does not participate in distributions of profits or surplus of ClearView.

#### **Notices**

Any notice you give us under this policy must be given to us in writing, however in some circumstances, notices given to us by contacting us on **132 979** may be acceptable and will be effective from the date on which we receive them.

Any notice which we give you must also be in writing, and will be effective when delivered, emailed or faxed to, or five days after it is posted to, the address last known to us.

### Taxation information (for insurance held outside super)

The information provided in this section relates to cover held outside super and is general in nature and based on our interpretation of the tax laws and rulings current at the date the PDS and Policy Document was prepared (see section on ClearView ClearChoice Super for taxation information on cover held inside super). Individual circumstances can be quite different and the law may change so we recommend that you speak with a taxation professional in regards to your own situation.

Type of cover	Tax treatment of premium	Tax treatment of benefit
Life Cover, including Accidental Death	Generally not deductible	Generally not assessable income*
Total and Permanent Disability Cover (TPD), including Accidental TPD Cover	Generally not deductible	Generally not assessable income*
Trauma Cover	Generally not deductible	Generally not assessable income*
Child Cover	Generally not deductible	Generally not assessable income*
Income Protection Cover, including Accidental Income Protection Cover (income replacement benefits)	Generally deductible	Generally treated as assessable income
Income Protection Cover, including Accidental Income Protection Cover (lump sum benefits)	Generally not deductible	Generally not assessable income*
Business Expense Cover	Generally deductible	Generally treated as assessable income

<sup>\*</sup> Capital gains tax may apply if the benefit is paid to someone who is not the original owner of the policy or paid to someone who is not a relative of the person insured (as defined for tax purposes).

### Income Protection Cover and Accidental Income Protection Cover

The premium for your cover will generally be deductible from your assessable income under Section 8-1 of the *Income Tax Assessment Act 1997 (Cth)* and any benefit will be treated as income and taxed at your marginal tax rate. However, there are some special considerations that apply to some of the features included in Accidental Income Protection Cover and Income Protection Cover.

The following benefits and options are treated as follows.

#### Income Support Benefits paid to superannuation

If you hold your Income Protection Cover or Accidental Income Protection Cover outside super and part of your Income Support Benefit is paid to your nominated superannuation fund, it will be paid on your behalf as a contribution. Please consult with your adviser or superannuation fund on the tax treatment of such a contribution. You may be able to claim a tax deduction for some or all of the contribution.

#### **TPD Lump Sum Option**

This option is not at an extra cost, however if you select this option and your cover is held outside super, the portion of your premium attributed to lump sum benefits is approximately 6%. The premiums for this portion of your income protection cover are generally not tax deductible and the TPD Lump Sum Option benefits are generally not assessable as income.

### ClearView ClearChoice Super

The information provided in this section is general in nature and based on our interpretation of the superannuation laws as at the date of the PDS and Policy Document. Individual circumstances can be quite different and the law may change so we recommend that you speak with a taxation and/or superannuation professional in regards to your own situation.

ClearView ClearChoice Super is a risk-only product of the HUB24 Super Fund (**Fund**). ClearView ClearChoice Super allows you to hold your Life, Accidental Death, TPD, Accidental TPD, Income Protection and Accidental Income Protection Cover inside the superannuation environment. This may be a tax effective solution if you choose to pay your premiums via rollover from another super fund or through superannuation contributions to the Fund.

If you pay your premiums via rollover, you will need to apply for a ClearView ClearChoice Super Rollover account in the Fund. ClearView ClearChoice Super Rollover is issued by HTFS Nominees Pty Limited ABN78 000 880 553, AFSL 232500 as the trustee for the HUB24 Super Fund ABN 60 910 190 523. You should consider the ClearView ClearChoice Super Rollover PDS, which is available free of charge online at clearview.com.au/pds or by contacting us on 132 979, in deciding whether to acquire or continue to hold the product. You can find the target market determination for the product at clearview.com.au/tmd.

Please note that some benefits and optional extras are not available if cover is held inside super. Please refer to the relevant benefit or option to understand if this is the case.

When you apply for ClearView ClearChoice Super, you are actually applying to become a member of the Fund. Cover provided through ClearView ClearChoice Super is provided under a policy issued to the Trustee and you are the person insured. The Trustee will only accept your application for membership if we accept your application for cover.

The Trustee is not bound to accept your application for membership.

While it is a superannuation product, ClearView ClearChoice Super is not an accumulation product, which means it does not have an account balance or investment component. For this reason, the Trustee is unable to accept the government co-contribution, ATO super guarantee contributions, downsizer contributions, contributions split from your spouse or the low income super tax offset.

To apply for cover through ClearView ClearChoice Super, you must be eligible to contribute to superannuation, have contributions made on your behalf or be able to fund premiums by rolling over superannuation benefits from another superannuation fund into the Fund. The following table highlights eligibility rules for ClearView ClearChoice Super.

#### If you are Allowable contributions include

ii you uic	Allowable contributions include
Under 67	<ul> <li>Superannuation Guarantee and Award</li> <li>Other employer or personal contributions (including spouse contributions)</li> </ul>
Age 67 to 74	<ul> <li>Superannuation Guarantee and Award</li> <li>Personal contributions</li> <li>Salary sacrifice contributions</li> <li>Other employer or personal deductible contributions (including spouse contributions)</li> </ul>
Age 75	Superannuation Guarantee and Award

Other employer or personal contributions (including spouse contributions) can be accepted after age 75, if made in the 28 days following the end of the month you turn age 75 and provided you are otherwise eligible to make super contributions in the financial year the contributions are made.

### How can I pay my premium for ClearView ClearChoice Super?

You can pay your premium via:

- an allowable contribution (as outlined in the table below), or
- rollover from another superannuation fund (if you have applied for a ClearView ClearChoice Super Rollover account in the Fund under the ClearView ClearChoice Super Rollover PDS).

Allowable contribution	Description
Personal	Personal contributions are member contributions made by you or on your behalf and include payments from your after-tax income (or personal contributions for which you claim a tax deduction).
Spouse	Spouse contributions are where your spouse makes a member contribution for your benefit. This must be made with after-tax money and will be treated as a non-concessional contribution. Your spouse may be eligible for a tax offset of up to \$540 when making a spouse contribution.
Employer	Employer contributions are contributions made by your employer for your benefit including Superannuation Guarantee, Award, employer voluntary and salary sacrifice contributions.
	Salary sacrifice contributions are an arrangement between you and your employer instead of making an equivalent gross payment as salary to you.
	Regular employer contributions made as part of the normal pay cycle can only be accepted if made in accordance with SuperStream

rules.

### What are the superannuation contribution caps?

As superannuation enjoys concessional taxation treatment, limits known as 'contribution caps' have been placed on superannuation contributions which are monitored by the Australian Taxation Office (ATO). The contributions you make to the Trustee to cover your insurance premium are recorded as superannuation contributions and will count towards these contributions caps.

It is important to be aware that excess contributions tax of up to 45% plus Medicare Levy may apply if these contribution caps are exceeded in a financial year.

The cap and the amount of extra tax you pay once you exceed the cap will depend on the type of contribution.

#### Concessional contributions

These are generally made by you or for you in a financial year and are included as assessable income for the superannuation fund, including:

- employer contributions (such as Superannuation Guarantee, Award, employer voluntary and salary sacrifice contributions), and
- personal contributions for which a tax deduction has been claimed.

#### Non-concessional contributions

These are generally made by you or for you in a financial year and are not included as assessable income for the superannuation fund, including:

- personal contributions for which no tax deduction has been claimed
- · spouse contributions
- non-assessable portions of a foreign superannuation fund amount, and
- contributions in excess of your concessional contributions cap that are not withdrawn from super<sup>^</sup>.

	Concessional cap	Non- concessional cap
2022/23 financial year	\$27,500 The \$27,500 cap is indexed to Average Weekly Ordinary Time Earnings (AWOTE) but will only increase in \$2,500 increments	\$110,000* The non- concessional cap is set at four times the concessional contributions cap.
Tax on amounts in excess of the cap	Excess concessional contributions will be included in your personal income tax return and will be taxed at your marginal tax rate (less a 15% tax offset)^	45% plus Medicare Levy if you do not withdraw the excess from non- concessional contributions and associated earnings from your super.^

<sup>\*</sup> Your non-concessional cap will be nil for a financial year if you have a total superannuation balance greater than or equal to the transfer balance cap at the end of 30 June of the previous financial year (see the footnote below the following table for details of how your total superannuation balance is calculated). In this case if you make non-concessional contributions in that year, they will be excess non-concessional contributions.

Note: All individuals have a personal transfer balance cap of between \$1.6 million and \$1.7 million, and the precise amount of the personal transfer balance cap applicable to an individual will depend on their individual circumstances. For more information, go to www.ato.gov. au.

^ Generally, you will have the option to withdraw up to 85% of excess concessional contributions, and all excess non- concessional contributions plus 85% of a deemed earnings amount, from any other super account you hold. Any excess concessional contributions left in your super will count towards your non-concessional cap and any excess non-concessional contributions left in your super will be subject to the applicable penalty tax. As any contributions made to this product are paid to cover your insurance premiums, no excess contributions can be withdrawn from this product.

### Concessional cap (other information)

From 1 July 2018, you can carry forward any unused portion of your concessional contributions cap to add contributions above the cap in subsequent years, on a rolling basis for a period of up to 5 years.

The first financial years in which you can increase your concessional contributions cap by the amount of unused cap is 2019-20.

To be eligible for the carry forward, you must have a total superannuation balance\* of less than \$500,000 at the end of 30 June in the previous year.

### Non-concessional cap (other information)

If you are under age 67 at 1 July of the financial year in which the contribution was made, you may be eligible for the 'bring-forward' option. This effectively allows you to contribute up to three times the annual non-concessional contributions cap in a single year.

The non-concessional contributions cap amount that you can bring-forward, and whether you have a two or three year bring-forward period, depends on your total superannuation balance.\*

The rules regarding the bring-forward option for non-concessional contributions are complex. Please speak to your financial adviser or a qualified tax professional for further information regarding the bring-forward option.

<sup>\*</sup> Your total superannuation balance consists of the total amount of your superannuation interest(s) (including any pensions you hold through superannuation) less any personal injury or structured settlement contributions that have been paid into your superannuation. Please speak to your financial adviser or a qualified tax professional for further information regarding how your total superannuation balance is calculated.

### Rollovers from a complying superannuation fund

If you wish to pay your insurance premium for cover held inside ClearView ClearChoice Super with a rollover from a complying superannuation fund, you will need to apply for a ClearView ClearChoice Super Rollover account in the Fund. You can obtain a copy of the ClearView ClearChoice Super Rollover PDS from your financial adviser or go to

#### clearview.com.au/pds.

You will also need to complete an 'Ongoing rollover transfer request and authority form'. Once completed, this form can be forwarded to the trustee of your existing superannuation fund (where you are requesting the funds to come from) or to us, and we will contact the trustee of your superannuation fund on your behalf. This authority is a standing order, which means you authorise the trustee to rollover amounts annually. The authority continues until you die, it is revoked or replaced in writing by you, or your cover ceases.

You may also prefer to rollover a lump sum amount to cover the next few years' annual premium.

Premiums may only be paid annually if you are using a rollover to pay your ClearView ClearChoice Super insurance premium.

It is important that you are aware of any fees and charges that may apply in relation to a full or partial rollover of benefits from or to any other superannuation account, and you should consider where future contributions will be paid and the effect of the rollover on any benefit entitlements (including insurance).

#### Superannuation rollover tax benefit

When you pay your ClearView ClearChoice Super premium via a rollover, you may receive the benefit of a 15% tax deduction on the premium.

If you have paid your annual premium via a combination of rollover and a contribution, the benefit will only apply to the portion of your premium covered by the rollover.

The superannuation rollover tax benefit has no cash value and will not be carried forward. The benefit applies under an arrangement between us and the Trustee and may be withdrawn or changed at any time. We will notify you if this occurs.

### Contributions tax and tax deductions

Generally, 15% contributions tax is required to be paid by your superannuation fund on all concessional contributions (e.g. employer contributions, salary sacrifice and personal contributions for which you claim a tax deduction).

Some high income earners may be required to pay an additional 15% tax (Division 293 tax) on certain contributions. Individuals with income (as calculated for surcharge purposes, other than reportable super contributions) and low tax contributions (i.e. concessional contributions less any excess concessional contributions) greater than \$250,000 are subject to Division 293 tax.

If applicable, the Division 293 tax of 15% will apply to the lesser of the person's low tax contributions and the excess over the \$250,000 threshold.

There is generally no tax payable on rollovers between complying superannuation funds (although tax may be payable if a rollover is made from an untaxed superannuation fund). No tax should be payable on rollovers into ClearView ClearChoice Super or ClearView ClearChoice Super Rollover as:

- the Fund is a taxed superannuation fund; and
- insurance premiums for cover held inside ClearView ClearChoice Super may only be paid via rollover through ClearView ClearChoice Super Rollover which only accepts tax paid rollovers from complying superannuation funds.

In many cases, the payment of the insurance premium by the Trustee to ClearView will be deductible to the Fund.

The benefit of the deduction may be passed, in whole or part, to you in offsetting contributions tax payable on the contribution, as determined by the Trustee. Currently, where no tax is payable on the contribution or where your premiums are funded by a personal contribution for which you claim a tax deduction, the benefit of the deduction will not be passed to you in whole or part.

This information is of a general nature only. You should seek tax advice specific to your personal circumstances from a tax adviser or registered tax agent.

#### When does the cover start?

If you have elected to pay your annual premium via a rollover, we will give you 30 days after the cover start date for the funds to be rolled over into the Fund. If we have not received the funds prior to the end of the 30-day period, we will notify you and give you the opportunity to speak with your superannuation fund. If we do not receive the rollover at the end of the 30-day period, your cover will cease.

We encourage you to make contact with your superannuation fund to encourage the timely processing of your rollover request.

#### Default bank account

When you apply for ClearView ClearChoice Super, you have the option to establish a default bank account which we will use to fund your insurance premium in the event that the rollover is not processed within 30 days of the cover start date. However, you must take into consideration that any payment into ClearView ClearChoice Super is considered a contribution to your superannuation fund and therefore will count towards your contribution caps. For more information on contribution caps please see page 91.

#### Refund of premium

The contributions or rollovers you make to fund your insurance held through ClearView ClearChoice Super are subject to superannuation preservation rules and are generally not refundable directly back to you, the member.

If you have paid an annual premium and cancel your cover part way through the year and are due a pro-rata premium refund, we may make this refund by way of a rollover to another complying superannuation fund.

If you have not provided us with the details of your nominated superannuation fund within 30 days (of us asking), we may transfer the refund to the Australian Tax Office (**ATO**). Please refer to page 99 for details on transfers to the ATO.

When money is paid as a rollover to another superannuation fund, any contributions tax that would otherwise have been offset by a tax deduction for the insurance premium may become payable by the Fund. In these cases, the amount of tax payable will be deducted from the amount refunded and the balance rolled over to your nominated superannuation fund.

#### Continuation option

If you are no longer eligible to hold cover inside super or wish to move your cover to a policy that is owned outside super, we will allow you to replace the cover without the need for medical evidence.

Your cover must be in place at the time you exercise this continuation option.

The continuation option is not available if you are both:

- on claim or eligible to claim at the time of your request, and
- you remain eligible to hold your cover inside superannuation.

#### When can I receive the benefits?

Since the cover is held in a superannuation fund, not only must you meet the policy terms, the Trustee must confirm that you meet a condition of release as defined in the *S/S Act* in order to access any benefit that has been paid as a result of a claim.

The relevant *SIS Act* conditions of release are death, terminal medical condition, temporary incapacity and permanent incapacity.

#### Tax on benefits

#### Death benefit

The tax applicable to death benefits payable to beneficiaries depends on a number of factors such as how the benefit is paid (lump sum or pension), timing, the tax dependency status of your beneficiaries and the age at the date of death of yourself and your beneficiaries.

Provided the ClearChoice Super death benefit is paid as a lump sum, it will be tax free if paid to a dependant for tax purposes (either directly or via your estate). If the death benefit is paid as a lump sum to a non-dependant for tax purposes, the benefit will be subject to tax at the following rates:

#### **Taxable component\***

Relationship to deceased	Tax free component*	Taxed element	Untaxed element
Tax dependant^	Tax free	Tax free	Tax free
Tax non- dependant	Tax free	Up to 15% plus Medicare Levy of 2.0%	Up to 30% plus Medicare Levy of 2.0%

<sup>\*</sup> For information on how the different tax components are calculated, go to www.ato.gov.au or consult your financial adviser and/or tax professional.

A lump sum death benefit paid to a non-dependant of an Australian Defence Force or police personnel who died in the line of duty has the same tax treatment as a benefit paid to a dependant.

#### Terminal illness benefit

If a lump sum benefit for *terminal illness* becomes payable under a ClearView ClearChoice Super policy, the benefit will be tax free.

#### TPD benefit

TPD benefits are paid as a superannuation lump sum and are treated as a disability superannuation benefit for tax purposes. The amount of tax payable depends on the individual components making up the benefit and your age at the date of withdrawal.

Age	Taxation treatment
Under preservation age*	Taxable component (taxed element) – taxed at up to 20% plus the Medicare Levy of 2.0%.  Tax free component – tax free.
Preservation age to 59*	Taxable component (taxed element) - Tax free up to the low rate threshold of \$225,000^.  Amounts over the low rate threshold will be taxed at up to 15% plus the Medicare Levy of 2.0%.  Tax free component - tax free.
Age 60 and above	All payments and/or withdrawals will be tax free.

Note: Figures current for 2022/23 year.

- \* The components of your withdrawal will generally be required to be taken in the same proportion as the components in your account at the time of the withdrawal. For information regarding preservation ages, go to ato.gov. au or consult your financial adviser and/or tax professional.
- ^ Indexed to Average Weekly Ordinary Time Earnings, in increments of \$5,000 (rounded down).

#### Income protection benefit

If an income protection benefit becomes payable, the part to be paid directly to you will typically be treated as your personal assessable income for tax purposes and will be subject to tax at your marginal tax rate. The Trustee will be required to withhold PAYG tax before making any benefit payment to you.

In any case, ClearView will pay interest on the death, terminal illness, TPD or income protection benefit from the date ClearView admit liability under the policy in accordance with the *Insurance Contracts Act 1984 (Cth)* to the date ClearView pay the benefit to the Trustee.

If part of your monthly Income Support Benefit is to be paid to a nominated complying superannuation fund, contributions tax will be deducted. The after-tax amount will be paid as a rollover benefit from the Fund to your nominated superannuation fund.

#### Tax File Number (TFN)

We can collect, use and disclose your TFN under the *SIS Act*. Declining to provide your TFN is not an offence. However, we will not accept your application without a valid TFN.

Giving your TFN to us will have the following advantages:

- we will be able to accept all permitted types of contributions to your account
- other than the tax that may ordinarily apply, you
  will not pay more tax than you need to this
  affects both contributions to your super and
  benefit payments when you start drawing down
  your super benefits, and
- it will make it much easier to find different super accounts in your name so that you receive all your super benefits when you retire.

Note: If your TFN is found to be invalid:

- more tax may become payable on your benefits than would otherwise be payable, and/or
- if you are eligible, you may not receive your government co-contribution, and/or
- · it may become more difficult to locate or

<sup>^</sup> A dependant for tax purposes is defined differently to a dependant for superannuation purposes. For information on who is a tax dependant, go to www.ato.gov.au or consult your financial adviser and/or tax professional.

amalgamate your superannuation benefits in the future to pay you any benefits you are entitled to.

As a consequence, while you are not required to provide your TFN under superannuation law, if you do not quote your TFN at the time of joining, it is considered an incomplete application.

If you provide your TFN to us, we will use it only for legal purposes, which include:

- calculating tax on any benefit you may be entitled to
- providing information to the Commissioner of Taxation (including disclosing your TFN), and
- identifying other accounts you may have within the Fund for consolidation purposes.

When you provide your TFN to us, you consent to us:

- using it to seek information about your superannuation accounts from the ATO using the ATO's SuperMatch program or other facility provided by the ATO, and
- where, as a result, we locate information about superannuation accounts which you hold with other superannuation providers, contacting those providers to confirm the accuracy of the information.

After we have confirmed that you hold superannuation monies with other superannuation providers, we will notify you and you can authorise us to consolidate those accounts on your behalf if you choose to do so.

Please note, the purposes for which we may use your TFN may change in the future following legislative change. The consequences of not providing the TFN may also change in the future.

If you provide your TFN to us, we may provide it to another superannuation fund trustee or retirement savings account provider to whom your benefits are to be transferred, unless you request us not to do so in writing. In all other respects your TFN will be treated as confidential.

#### Identification requirements

In order to address money laundering and the financing of terrorism, laws have been established which impose significant 'know your customer' obligations upon the Trustee. The Trustee may need to verify the identity of you, your beneficiary or anyone acting on your behalf. The Trustee may also be required to provide information to the authorities about you.

If the Trustee is required by law to delay or refuse your request for a transaction and you incur a loss, the Trustee is not liable for the loss.

#### Nomination of beneficiaries

You may nominate up to five beneficiaries, provided the following conditions are met:

- any person you nominate must be either a 'dependant' under superannuation law or your Legal Personal Representative
- you must provide the full name, address, date of birth and relationship to the person(s) nominated
- your nomination must be given to the Trustee in writing prior to your death, and
- all nominations must be in whole numbers and total 100%.

You can choose from the following options as to how you nominate your beneficiaries.

#### Option 1 - Binding (non-lapsing) nomination

If you have a valid non-lapsing binding nomination in place, the Trustee is required to pay your death benefit to the person or people that you have nominated in accordance with that nomination. This provides you with greater certainty, knowing who will receive the benefit amount in the event of your death.

In addition to the nomination conditions set out above, in order for your binding nomination to be valid, any person you nominate must be either a 'dependant' or your Legal Personal Representative at the time of your death. Further, your written nomination must be signed and dated in the presence of two witnesses who are over the age of 18 and are not nominated as a beneficiary. The two witnesses must also sign and date a declaration that they were in your presence when you signed and dated your nomination.

A binding nomination is an important document. You can download a 'Nomination of Beneficiary Form' from **clearview.com.au/forms** 

The Trustee will include the name of your beneficiary(ies) in your annual member statement. This may serve as a prompt for you to contact the Trustee for a 'Nomination of Beneficiary Form', if there has been a change in your circumstances since your most recent nomination. For instructions on revoking your nomination, please contact us on 132 979.

#### Option 2 - Non-binding nomination

If you make a non-binding nomination, the Trustee will take your nomination into account. However, the Trustee is not required to pay the death benefit in accordance with your nomination.

#### Payment of Death Benefits

If there is no valid binding or non-binding nomination in place at the time the Trustee determines your death benefit, then the Trustee will pay your benefit at their discretion, in accordance with superannuation laws and the Trust Deed. This requires that the Trustee pays one or more of your 'dependants' (where applicable) or your Legal Personal Representative in the proportions it sees fit.

#### Payment to your Legal Personal Representative

A Legal Personal Representative is the executor of your estate (generally as indicated in your will), or the administrator of your estate (for example, the person appointed by the court to administer your estate where you die without a will).

#### Who is a 'dependant'?

A 'dependant' as defined under superannuation law includes:

- Your spouse, which includes:
  - · a person to whom you are married;
  - a person who, although not legally married to you, lives with you on a genuine domestic basis in a relationship as a couple regardless of whether you are of the same sex or opposite sex; and
  - a person with whom you are in a relationship that is registered under the *Relationships Act 2008* (Vic), *Relationships Act 2003* (Tas), *Relationships Register Act 2016* (SA), *Domestic Relationships Act 1994* (ACT), *Births, Deaths and Marriages Registration Act 1997* (ACT), *Relationships Register Act 2010* (NSW), or the *Civil Partnerships Act 2011* (Qld).
- · Your child, which includes:
  - an adopted child, step child or an ex-nuptial child:
  - · a child of your spouse;

- a child to a woman as a result of an artificial conception procedure while that woman was married to you or was your defacto partner; and
- a child who is your child under State or Territory legislation giving effect to a surrogacy arrangement.
- Any other person who, in the Trustee's opinion, was wholly or partially financially dependent on you at the time of your death;
- A person with whom you had an interdependency relationship at the time of your death. Generally, an 'interdependency relationship' is one where two persons, whether or not related:
  - · have a close personal relationship;
  - live together;
  - one or each of them provides the other with financial support; and
  - one or each of them provides the other with domestic support and personal care.

If two persons have a close relationship, but do not satisfy the other requirements because either one or both of them suffer from a disability or they are temporarily living apart, they may still be considered to have an interdependency relationship.

#### The Trustee

The Trustee is the trustee of the HUB24 Super Fund (**Fund**) and is the holder of a Registrable Superannuation Entity (**RSE**) Licence under the *S/S Act*. ClearView ClearChoice Super is a risk-only product of the Fund. Your membership of the Fund is governed by the Trust Deed and relevant law.

The Trustee, HTFS Nominees Pty Ltd as the trustee of the HUB24 Super Fund, has professional indemnity insurance to protect the interests of members.

The Trustee is responsible for:

- · all aspects of the Fund; and
- holding the funds' assets and ensuring that the Fund is properly administered, in accordance with the Trust Deed, general law and in compliance with legislation, including the SIS Act.

The Trustee reserves the right to change any terms and conditions of ClearView ClearChoice Super and will notify you of any change as required by law.

#### The Trust Deed

The Trust Deed governs the Fund and contains the powers and duties of the Trustee and the rights and obligations of the members of the Fund, including ClearView ClearChoice Super. Members are bound by (and the Trustee must comply with) the Trust Deed (as amended from time to time) for the Fund.

You may contact us for a copy of the Trust Deed, which we will provide to you free of charge.

The Trustee is also subject to duties under the law, including to:

- act honestly;
- · exercise care and diligence; and
- exercise its powers in the best financial interests of members of the Fund.

The Trust Deed (and superannuation law) govern how the Fund works, including the following (which do not require your consent):

- the Trustee's rights to introduce fees;
- the Trustee's powers in relation to how and when the benefits can be paid;
- the Trustee's rights to be indemnified from the assets of the Fund for costs and expenses in acting as the trustee of the Fund and the extent to which the Trustee's liability is limited;
- the Trustee's power to amend the Trust Deed;
- the Trustee's right to transfer your benefits to another superannuation fund; and
- the Trustee's right to terminate the Fund at any time.

#### Regulated disclosures

The Trustee is required under superannuation law to disclose additional information regarding certain matters such as trustee and officer remuneration, Trust Deed and other governance information.

This information is disclosed at eqt.com.au/superannuation/board-and-governance.

#### Regular reports

An annual report about the management and financial condition of ClearView ClearChoice Super as at 30 June is prepared each year.

A copy of the latest annual report is available on our website at **clearview.com.au** or you can elect to receive a paper or electronic copy of the annual report by contacting us and we will send it to you, free of charge. We will also send you an annual statement confirming your current benefits within the Fund and your level of insurance cover.

#### Management fees and charges

Currently, there are no management fees or charges associated with ClearView ClearChoice Super. The only amount payable is the contribution or rollover you make to cover the cost of your insurance premium. For more information on the cost of your premium please refer to page 20.

Please refer to the ClearView ClearChoice Super Rollover PDS for details about fees and charges associated with rolling over monies to the Fund.

The Trustee may introduce fees and charges by providing you with at least 30 days' prior notice.

### Transfers to the Australian Taxation Office (ATO)

In circumstances where an amount is refunded or payable to you or another fund, the Trustee may transfer your account balance, excess funds or member benefit, as applicable, to the ATO.

The Trustee may transfer your balance if:

- the Trustee is unable to contact you or otherwise determines that you have become a 'lost member';
- where required, you do not elect to transfer (rollover) your benefits to another superannuation fund;
- there is a premium refund due and the cover is no longer in place; or
- any other reason reasonably determined by the Trustee while to be in your best interests.

The Trustee will notify you of the transfer, at your last known address.

If your account balance, excess funds or member benefit is transferred to the ATO, the ATO may also contact you in seeking to reunite these amounts with one of your eligible active super accounts.

If your entire account balance or member benefit is transferred to the ATO, you will cease to be a member of ClearView ClearChoice Super and your cover will cease. No insurance cover is provided with your superannuation held by the ATO.

You can log into your MyGov account at my.gov.au to view all your super accounts in one place, to apply to the ATO to transfer any ATO-held superannuation to your nominated eligible superannuation fund or, if you are eligible to withdraw your super, to make a direct payment to you of your ATO-held superannuation. If you need assistance linking your MyGov account to the ATO, you can contact the ATO directly on **13 28 61**.

#### Complying Superannuation Fund notice

This notice confirms that the HUB24 Super Fund (**Fund**) (of which ClearView ClearChoice Super is a part):

- is a resident regulated superannuation fund within the meaning of the SIS Act; and
- is not subject to a direction under section 63 of the S/S Act.

Pursuant to section 25 of the Superannuation *Guarantee (Administration) Act 1992 (Cth)*, a contribution by an employer for the benefit of an employee to the Fund is conclusively presumed to be a contribution to a complying superannuation fund if the employer receives a copy of this Complying Superannuation Fund Notice at or before the time that the contribution is made, except in the limited circumstances set out in that section.

### **Direct Debit Request Service Agreement**

By signing a direct debit request, you have authorised us to arrange for funds to be debited from your bank account for payment of the applicable premium for your ClearView ClearChoice policy or your ClearView ClearChoice Super policy. You should refer to the direct debit request and this Direct Debit Request Service Agreement set out below for the terms of the arrangement between us and you.

#### Definitions used in this agreement

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

**Agreement** means this Direct Debit Request Service Agreement between you and us.

**BECS** means Bulk Electronic Clearing System as managed by the Australian Payments Clearing Association Ltd.

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

**Debit day** means the day that payment by you to us is due

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

**Direct debit** request means the direct debit request between us and you.

**Us** or **we** means, ClearView Life Assurance Limited ABN 12 000 021 581 who you have authorised by signing a direct debit request.

**You** means the customer who signed the direct debit request.

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

#### Debiting your account

By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.

We will only arrange for funds to be debited from your account as authorised in the direct debit

If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

#### Changes by us

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

#### Changes by you

Subject to anything referred to under this 'Changes by you' section, you may change the arrangements under a direct debit request (which may include requesting deferment or alteration of the request) by writing to us in accordance with the 'Notice' section of this agreement.

You may change or cancel your authority or your direct debit request (and may stop any debit payment before it occurs) by writing to us in accordance with the 'Notice' section of this agreement.

If you cancel your authority or your direct debit request, you must make alternative arrangements with us to ensure your premiums are paid. Non-payment of premiums will result in your policy lapsing.

You should direct all request for such stops or cancellations to us in the first instance rather than to your financial institution.

Your authority and direct debit request will be cancelled if:

- · you cancel your ClearView ClearChoice policy;
- you cancel your ClearView ClearChoice Super policy; or
- · your policy lapses.

#### Your obligations

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

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

- you may be charged a fee and/or interest by your financial institution;
- you may also incur fees or costs imposed or incurred by us (provided that we have given you notice of any fees or costs imposed by us);

- you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment; and
- the settlement of an investment transaction may be delayed.

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

If ClearView Life Assurance Limited is liable to pay goods and services tax ('**GST**') on a supply made in connection with this agreement, then you agree to pay ClearView Life Assurance Limited on demand an amount equal to the consideration payable for the supply, multiplied by the prevailing GST rate.

#### Dispute

If you believe that there has been an error in debiting your account, you should notify us on **132 979** and confirm that notice in writing with us as soon as possible so that we can resolve your query.

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

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

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

#### Accounts

You should check:

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

#### Confidentiality

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

Subject to relevant privacy laws, we will only disclose information that we have about you:

- to the extent specifically required by law
- for the purposes of this agreement (including disclosing information in connection with any query or claim), or
- to your financial institution if your financial institution requires such information in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

#### **Notice**

If you wish to notify us in writing about anything relating to this agreement, you should write to:

#### ClearView GPO Box 4232 Sydney NSW 2001

We will notify you by sending a notice in the ordinary post to the address you have nominated. Any notice will be deemed to have been received two business days after it is posted.

#### **Medical definitions**

The following wording applies to all the medical definitions in this section.

In relation to the specified medical measurement/ test (method) for diagnosis and treatment of any of the specified medical definitions, the following apply:

- we require certification by an appropriate medical specialist
- methods must be the appropriate and relevant medical standard used in Australia, and
- any treatment must be considered medically necessary and deemed most appropriate.

If the method for diagnosing the relevant medical definition, detailed below, is inconclusive, impractical to apply or has been superseded, we will, acting reasonably, consider other appropriate and medically recognised methods that conclusively diagnose the specified trauma condition with at least the same severity.

The condition must be as a result of a *sickness* or *injury* unless otherwise specified.

#### Advanced diabetes - specified severity

Means that at least two of the following complications have occurred as a direct result of diabetes:

- retinopathy resulting in visual acuity uncorrected and corrected of 6/36 or worse in both eyes;
- peripheral vascular disease leading to chronic infection or gangrene, requiring surgical intervention:
- nephropathy causing chronic irreversible renal impairment as measured by a corrected creatinine clearance less than 28mL/min (CKD stage 4, International Chronic Kidney Disease classification); or
- neuropathy causing:
  - irreversible autonomic neuropathy resulting in severe postural hypotension, and/or motility problems in the gut with intractable diarrhoea; or
  - polyneuropathy leading to significant mobility problems due to sensory and/or motor deficits.

#### Aplastic anaemia - specified severity

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

- blood product transfusions
- marrow stimulating agents
- · immunosuppressive agents, or
- bone marrow transplantation.

### Bacterial meningitis and/or meningococcal septicaemia - significant permanent impairment

The unequivocal diagnosis of bacterial meningitis or meningococcal septicaemia which is characterised by a total and irreversible inability to perform without the assistance of another person, at least one of the 'Activities of Daily Living' (as defined under loss of independent existence – significant permanent impairment).

### Benign brain tumour or spinal cord tumour – specified severity

A non-malignant tumour in the brain, cranial nerve, meninges or spinal cord which:

- produces neurological damage and functional impairment causing a total and irreversible inability to perform without the assistance of another person at least one of the 'Activities of Daily Living' (as defined under loss of independent existence); or
- requires neurological surgery for its removal.

The presence of the underlying tumour must be confirmed by imaging studies such as CT Scan or MRI. Cysts, granulomas, malformations in or of the arteries or veins of the brain, haematomas and tumours in the pituitary gland are excluded.

### Blindness in both eyes — permanent, specified severity

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

### Blindness in one eye — permanent, specified severity

The permanent loss of sight in one eye, whether aided or unaided to the extent that visual acuity is 6/60 or less in one eye, or to the extent that the visual field is reduced to 20 degrees or less of arc.

#### Burns - specified severity

Means burns that involve damage or destruction of the skin to its full depth through to the underlying tissue, requiring surgical intervention, which affects:

- 20% or more of the body surface area as measured by the age-appropriate use of 'The Rule of Nines' or the 'Lund & Browder Body Surface Chart';
- both hands, requiring surgical debridement and/or grafting; or
- the face, requiring surgical debridement and/or grafting.

#### Cancer - excluding specified early stage cancers

The presence of one or more malignant tumours (including leukaemia, lymphoma and Hodgkin's disease) characterised by the uncontrollable growth of malignant cells and the invasion and destruction of normal tissue.

The following cancers are excluded:

- conditions classified by their clinical features, cytopathology and/or histopathology as tumours showing the malignant changes of 'carcinoma in situ' or which are histopathologically described as premalignant;
- carcinoma in situ of the breast unless treatment requires;
  - · removal of the entire breast; or
  - breast conserving surgery followed by adjunct therapy such as radiotherapy and/or chemotherapy. For this purpose, chemotherapy means the use of drugs specifically designed to kill or destroy cancer cells. Adjunct endocrine manipulation therapy, hormone manipulation therapy, and non-endocrine adjunct therapy are excluded.
- uterine cervical intraepithelial lesions, cervical dysplasias and cervical intraepithelial neoplasias, including those classified as CIN 1, CIN 2 and CIN 3 are examples of tumours categorised as either being carcinoma in situ and/or premalignant;
- borderline ovarian tumours, unless 'major interventionist treatment' is required to arrest the spread of malignancy;
- all non-melanoma cancers of the skin unless there has been evidence of metastatic spread;
- prostatic cancers which remain histopathologically classified as TNM stage T1a or T1b or are of another equivalent or lower classification and

have a Gleason score of five or less, unless 'major interventionist treatment' is required to arrest the spread of malignancy;

- melanomas which are less than stage T1bNOMO;
- chronic Lymphocytic Leukaemia diagnosed as less than RAI Stage 1; and
- colorectal neuroendocrine carcinomas which are histopathologically classified as TNM stage T1a or T1b or are of another equivalent or lower classification unless treatment requires surgery combined with radiotherapy or chemotherapy.

For the above, 'major interventionist treatment' is surgery, radiotherapy or chemotherapy.

### Carcinoma in situ in specified sites – specified medical evidence

Localised cancer, 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 or equivalent histological anatomic boundary. The tumour must be classified as Tis according to the TNM staging method.

Only carcinoma in situ of the following sites is covered:

- breast (without major interventionist treatment);
- cervix-uteri (excluding cervical intraepithelial neoplasia CIN1 and CIN2);
- fallopian tube;
- ovary;
- penis;
- perineum;
- prostate;
- · testicle;
- vagina; or
- vulva.

### Cardiomyopathy - significant permanent impairment

Condition of impaired ventricular function of variable aetiology resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

### Chronic lymphocytic leukaemia, early stage – specified medical evidence

The presence of chronic lymphocytic leukaemia diagnosed as RAI Stage O/Low Risk, which is defined to be in the blood and bone marrow only.

#### Cognitive loss - significant permanent impairment

A total and permanent deterioration or loss of intellectual capacity (supported by a score of 15 or less out of 30 in a Mini Mental State Examination or a score of 15 or less out of 30 on the Montreal Cognitive Assessment test) that has required you to be under continuous care and supervision by another person for at least three consecutive months and at the end of that three-month period you are likely to require ongoing continuous care and supervision by another person.

### Colostomy/ileostomy - permanent and non-reversible

The creation of a permanent non-reversible opening, linking the colon and/or ileum to the external surface of the body.

#### Coma - specified severity

A state of total unconsciousness and unresponsiveness to all external stimuli, resulting in a Glasgow Coma Scale score of six or less and requiring continuous assisted ventilation to maintain life for at least 72 consecutive hours.

### Coronary artery angioplasty, single or double vessel (partial payment) – surgical procedure

Treatment of the narrowing or blockage of one or more coronary arteries by balloon angioplasty (or similar intra- arterial catheter procedure) with or without the use of a stent.

### Coronary artery angioplasty, triple vessel – surgical procedure

Undergoing angioplasty to each of the three main coronary arteries (left anterior descending, left circumflex, right coronary). Each of these arteries must have been assessed and stented in the same procedure or via two procedures no more than two months apart.

### Coronary artery bypass surgery – surgical procedure, excluding certain procedures

The undergoing of coronary artery bypass surgery with the use of bypass graft to one or more coronary arteries for treatment of coronary artery disease. All non-surgical procedures such as laser, angioplasty or other intra-arterial techniques are excluded.

#### Crohn's disease - specified severity

Unequivocal diagnosis of Crohn's disease that has failed to be controlled by standard therapy including cortisone treatment and requires permanent immunosuppressive medication.

### Dementia including Alzheimer's disease – specified severity

Clinical diagnosis of dementia (including Alzheimer's disease).

The diagnosis must confirm permanent, irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified.

Significant cognitive impairment in this definition means a deterioration in your Mini-Mental State Examination scores to 24 or less out of 30, or in your Montreal Cognitive Assessment test to 25 or less out of 30.

#### Diabetes, type 1 - specified severity

At least two of the following complications have occurred as a direct result of Type 1 insulin dependent diabetes mellitus:

- urinary protein excretion of more than 300mg per day;
- creatinine clearance of 28-42mL/min (CKD stage 3b, International Chronic Kidney Disease Classification);
- retinopathy with a minimum severity of at least exudates and/or dot-blot haemorrhages; or
- · persistent sensory neuropathy.

### Encephalitis (viral) - significant permanent impairment

The severe inflammation of brain substance caused by viral infection resulting in neurological deficit, causing a total and irreversible inability to perform without the assistance of another person at least one of the 'Activities of Daily Living' (as defined under loss of independent existence).

#### Heart attack - specified medical evidence

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area.

The diagnosis must be supported by diagnostic rise and/or fall of cardiac biomarkers with at least one value above the 99th percentile of the upper reference limit and at least one of the following:

- signs and symptoms of ischaemia consistent with myocardial infarction;
- ECG changes indicative of new ischaemia (new ST-T changes or new left bundle branch block [LBBB]);
- development of pathological Q waves in the ECG;
   or
- imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.

A rise in biological markers as a result of an elective percutaneous procedure for coronary artery disease is excluded. Also excluded are other acute coronary syndromes including but not limited to angina pectoris.

### Hepatitis B or C, occupationally acquired - specified medical evidence

The contracting of Hepatitis B or Hepatitis C as the result of an *accident*, during the course of your regular occupation, resulting in the production of:

- Hepatitis B surface antigen or HBV DNA, demonstrated by way of a positive Hepatitis B surface antigen or HBV DNA test, or
- Hepatitis C antibodies, demonstrated by way of a positive Hepatitis C antibody or HCV RNA test.

There must have been a negative Hepatitis B antigen or Hepatitis C antibody test (as applicable) within seven days of the relevant incident, followed by a positive Hepatitis B antigen or Hepatitis C antibody test (as applicable) within six months.

We, acting reasonably, require access to all blood samples taken in order to facilitate independent testing. The benefit will not be paid if:

- the Hepatitis B or Hepatitis C virus is caused by any other means, including sexual activity or recreational intravenous drug use;
- in practising your profession, you have not made reasonable efforts to comply with relevant State and Commonwealth guidelines in relation to dealing with infection of health care workers,

- which has given rise to infection;
- the Australian Government or relevant government body has approved a medical treatment which renders the Hepatitis B or Hepatitis C virus (as applicable) inactive and non-infectious to others; or
- you have not taken an approved vaccine that is recommended by the relevant government body for use in your occupation and is reasonably available to you prior to the event which causes infection.

### HIV, medically acquired – specified medical evidence

Accidental infection with Human Immunodeficiency Virus (**HIV**) which arose from one of the following medical procedures performed in Australia by a registered health professional:

- a transfusion of blood or blood products;
- an organ transplant where you were the recipient;
- · assisted reproductive techniques; or
- other medical procedure or operation performed by a medical practitioner/paramedical practitioner or dentist at a registered medical facility.

We require a statement from the appropriate Statutory Health Authority that provides documented proof of the incident and confirms that the infection is medically acquired.

We, acting reasonably, require access to all blood samples taken in order to facilitate independent testing.

The benefit will not be paid if:

- HIV Infection is caused by any other means, including sexual activity or recreational intravenous drug use; or
- a medical cure is found for AIDS or the effects of the HIV virus, or a medical treatment is developed that results in the prevention of the occurrence of AIDS

'Cure' means any Australian Government approved treatment, which renders HIV in-active and noninfectious.

### HIV, occupationally acquired - specified medical evidence

Infection with Human Immunodeficiency Virus (**HIV**) as the result of an *accident* occurring during the course of your *regular occupation*.

There must have been a negative HIV antibody test within seven days of the relevant incident, followed by a positive HIV antibody test within six months.

We, acting reasonably, require access to all blood samples taken in order to facilitate independent testing.

The benefit will not be paid if:

- HIV infection is caused by any other means, including sexual activity or recreational intravenous drug use;
- in practising your medical profession, you have not made reasonable efforts to comply with relevant State and Commonwealth guidelines in relation to dealing with infection of health care workers, which has given rise to infection;
- a medical cure is found for AIDS or the effects of the HIV virus, or a medical treatment is developed that results in the prevention of the occurrence of AIDS;
  - 'Cure' means any Australian Government approved treatment, which renders HIV inactive and noninfectious; or
- you have not taken an approved vaccine that is recommended by the relevant government body for use in your occupation and is reasonably available to you prior to the event which causes the infection.

#### Hydatidiform mole - surgical removal

The presence of a hydatidiform mole requiring surgical removal.

#### Intensive care - specified severity

A *sickness* or *injury* that has, for the first time, resulted in you requiring continuous mechanical ventilation by means of tracheal intubation for ten consecutive days (24 hours per day) in an intensive care unit of an acute care hospital.

Sickness or injury as a result of alcohol or recreational and/or non-prescribed drug intake, or other self-inflicted means is excluded.

### Kidney failure (double) – end stage, specified severity

End stage renal failure presenting as chronic irreversible failure of both kidneys to function which requires permanent renal dialysis or renal transplantation.

#### Liver failure - end stage, specified severity

End stage liver failure resulting in permanent jaundice, ascites or encephalopathy.

### Loss of functional activities - significant permanent impairment

There is permanent and irreversible inability to perform without the assistance of another person (with or without special equipment, aids or assistive devices) any three of the functional activities as confirmed by an *appropriate medical specialist* and/or a health professional who is accredited to undertake the relevant assessment.

Functional activities	Definition of Functional Activity
Walking	Ability to walk more than 200m on a level surface without stopping due to breathlessness, angina or severe pain elsewhere in the body.
Rising/sitting	Ability to rise and sit using a raised chair with arms without the help of another person.
Writing	Ability to write legibly with a pen or pencil or use a keyboard with either hand.
Hearing	Clearly hear conversational speech in a quiet room in your primary language.
Speaking	Speak with sufficient clarity to be clearly understood in your primary language.
Comprehension	Understand simple messages in your primary language.

### Loss of hearing in both ears – permanent, specified severity

Profound and irrecoverable loss of hearing, both natural and assisted (other than by Cochlear implant), with an average hearing threshold in both ears of 91dB or more as measured at 500, 1000 and 1500 Hz.

### Loss of hearing in one ear - permanent, specified severity

Profound and irrecoverable loss of hearing in one ear, both natural and assisted (other than by Cochlear implant), with an average hearing threshold in that ear of 91dB or more as measured at 500, 1000 and 1500 Hz.

### Loss of independent existence – significant permanent impairment

There is permanent and irreversible inability to perform without the assistance of another person (with or without special equipment, aids or assistive devices) any two of the 'Activities of Daily Living'.

Activities of Daily Living	Definition of Activity of Daily Living	
Dressing	Putting on and taking off clothing, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.	
Toileting	Using the toilet and managing bladder and bowel function.	
Mobilising	Getting in and out of bed and a chair.	
Bathing	Washing in the bath or shower (including getting into and out of the bath or shower).	
Feeding	Getting food from a plate into the mouth when food has been prepared and made available.	

### Loss of limbs or sight – significant permanent impairment

You have sustained:

- the complete and irreversible loss of use of two limbs, where limb means the whole hand, whole foot, whole arm or whole leg;
- blindness in both eyes permanent, specified severity; or
- Loss of one limb and blindness in one eye permanent, specified severity.

### Loss of one limb (partial payment) – permanent, specified severity

You have sustained the complete and irrecoverable loss of use of a whole hand, whole foot, whole arm or whole leg.

#### Loss of speech - permanent, specified severity

The total and irrecoverable loss of the ability to produce intelligible speech. Loss of speech due to psychological reasons is excluded.

#### Lung disease - end stage, specified severity

End stage lung disease requiring continuous permanent supplementary oxygen therapy.

### Major head trauma - significant permanent impairment

Injury to the head resulting in neurological deficit causing a total and irreversible inability to perform without the assistance of another person at least one of the 'Activities of Daily Living' (as defined under loss of independent existence).

### Major organ or bone marrow transplant - surgical procedure or placement on waiting list

Undergoing, or being placed on an official Australian waiting list to receive a transplant from a human donor for bone marrow or one or more of the following organs:

- heart;
- kidney;
- liver;
- lung;
- pancreas; or
- small bowel.

### Melanoma, early stage - specified medical evidence

The presence of one or more melanomas which are classified as melanoma in situ or stage T1aNOMO.

#### Motor neurone disease - diagnosis of the condition

The unequivocal diagnosis of motor neurone disease.

#### Multiple sclerosis - specified medical evidence

Means a permanent and progressive form of multiple sclerosis as confirmed by the unequivocal diagnosis of:

- primary progressive multiple sclerosis; or
- multiple sclerosis where there must have been more than one episode of well-defined neurological deficit with persisting clinical neurological abnormalities.

Neurological investigations such as, but not limited to, lumbar puncture, Magnetic Resonance Imaging (MRI), evidence of lesions in the central nervous system, evoked visual responses or evoked auditory responses are required to confirm diagnosis.

#### Muscular dystrophy - diagnosis of the condition

The unequivocal diagnosis of muscular dystrophy.

### Open heart surgery – surgical procedure for specific conditions

The undergoing of open-heart surgery to correct a cardiac defect, cardiac aneurysm or cardiac tumour.

#### Osteoporosis prior to age 50 - specified severity

Before the age of 50, you suffer:

- at least two vertebral body fractures or a fracture of the neck of the femur, due to osteoporosis; and
- have a bone mineral density reading with a T-score of -2.5 or worse (i.e. 2.5 standard deviations below the young adult mean for bone density). This must be measured in at least two sites by dual energy x-ray absorptiometry (**DEXA**).

### Paralysis of two limbs - significant permanent impairment

The total and permanent loss of the use of two limbs, where limb is defined as the shoulder down to the hand or the hip down to the foot.

Paraplegia, quadriplegia, tetraplegia, diplegia and hemiplegia are included in this definition.

### Parkinson's disease of unknown cause - diagnosis of the condition

The unequivocal diagnosis of degenerative idiopathic Parkinson's disease.

#### Pneumonectomy - specified severity

The undergoing of surgery to remove an entire lung.

### Primary pulmonary hypertension – significant permanent impairment

Primary pulmonary hypertension associated with right ventricular enlargement, established by cardiac catheterisation resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

### Prostate cancer, early stage – specified medical evidence

Localised cancer characterised by focal autonomous new growth of cancer cells. The tumour must be described histologically as TNM Classification T1a or T1b and have a Gleason score of five or less.

### Repair or replacement of a heart valve - surgical procedure

Surgery with a sternotomy or thoracotomy to replace or repair heart valves due to one or more heart valve defects or abnormalities. Excludes keyhole surgery or other percutaneous methods.

#### Stroke - specified medical evidence

A neurological event caused by a cerebrovascular accident/ incident or subarachnoid haemorrhage. The stroke must be evidenced by new neurological signs and symptoms in conjunction with neuro-imaging of an acute stroke.

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

### Surgery of the aorta – surgical procedure, excluding certain procedures

Surgery to correct a narrowing, dissection or aneurysm of the thoracic or abdominal aorta but not its branches.

Percutaneous intravascular procedures, or other nonsurgical procedures are excluded.

#### Terminal illness/terminally ill

You are certified by two *medical practitioners* as suffering from a *sickness* which is incurable and for which:

- your condition has progressed to a point where your death is medically expected to occur within 24 months while adhering to relevant standard treatment protocols available at the date of certification, and
- both of the certificates are current, and at least one of the medical practitioners must be an appropriate medical specialist in your condition approved by us at the time of claim, acting reasonably.

#### Ulcerative colitis - specified severity

Unequivocal diagnosis of ulcerative colitis that has failed to be controlled by standard therapy including cortisone treatment and requires permanent immunosuppressive medication.

### **Dictionary**

For some definitions, the prescribed meaning is located within the relevant section of the PDS. Where this is the case, we have referred to the page number to find the prescribed meaning.

Medical definitions can be found in the 'Medical Definitions' section on page 102.

#### Accident/accidental

For Accidental Death Cover see page 35.

For Accidental TPD Cover see page 40.

For Accidental Income Protection Cover see page 64.

For Complimentary Interim Accident Cover see page 84.

#### Any occupation

Means any occupation:

- for which you are reasonably suited by education, training or experience, including any occupation for which reasonable retraining or reskilling could be undertaken; and
- which is likely to generate average monthly earnings of at least 25% of your average monthly earnings in the most recent 12 months of gainful employment prior to claim.

#### Appropriate medical specialist

Means a *medical practitioner* who is a fellow of the relevant college that specialises in the insured person's *sickness* or *injury*, registered in Australia (or an equivalent body in another country acceptable to us, acting reasonably).

### Approved superannuation fund/approved super fund

Means a superannuation fund for which we have entered into a written service agreement with its trustee for the provision of life insurance to its members.

#### **Business Income**

Your share of the gross income generated by the business before expenses and tax.

For the purpose of this definition, business income will always have a minimum value of zero.

#### Consumer Price Index (CPI)

The weighted average annual Consumer Price Index (**CPI**) increase of the eight Australian capital cities combined, as published by the Australian Bureau of

Statistics (or any body which succeeds it) for the 12-month period ending on the most relevant 31 December. We will apply the CPI increase, where applicable, from 1 May in the following year. If the change in CPI in any year is a negative value, we will apply a 0% change.

#### Criminal offence

Means any crime for which you are convicted where you could receive a custodial sentence, whether or not you do in fact receive a custodial sentence for that crime. Custodial sentence means confinement in any prison, correctional centre or remand centre.

#### Date of Disability

For Income Protection Cover see page 55.

For Accidental Income Protection Cover see page 65.

For Business Expense Cover see page 70.

#### Disabled/disability

For Income Protection Cover see page 55.

For Accidental Income Protection Cover see page 65.

For Business Expense Cover see page 71.

For Complimentary Interim Accident Cover, disabled/disability has the same meaning as that under Accidental Income Protection Cover. Please see page 65.

For Disability Premium Waiver Option on Accidental Death Cover and Accidental TPD Cover, disabled/disability has the same meaning as that under Accidental Income Protection Cover. Please see page 65.

#### Eligible Business Expenses

Your share of the normal day-to-day fixed expenses of your business actually incurred by you for the purposes of the actual running of your business. Fixed expenses are expenses that continue even if your business is not operating, and include:

- salaries or remuneration of employees who are not directly involved in generating sales, income or billings (including related costs such as superannuation contributions and payroll tax);
- net cost of a locum (a person sourced external to the business and who is a direct replacement for you and whose gross sales, income or billings are less than the fees incurred for that locum);
- rent and regular principal and interest instalment repayments on business loans or mortgages

(unless the business premises is also your principal residence);

- business property rates and taxes (unless the business property is also your principal residence);
- leasing costs for equipment and motor vehicles;
- electricity, gas, water, telephone, laundry and cleaning directly related to the running of your business;
- business related insurance premiums; (excluding premiums for Business Expense Cover under this policy);
- contracted advertising costs;
- · subscriptions to professional associations;
- · accounting and audit fees;
- · bank fees and charges; and
- any other business expenses we may agree to cover.

The following business expenses are specifically excluded:

- your personal salary, fees, drawings or any other remuneration;
- salaries or remuneration for members of your family or other related parties (unless they were employed at least 90 days before the date you became *disabled*) or any person who is not an employee;
- salaries or remuneration of employees who generate sales, income or billings (including related costs such as superannuation contributions and payroll tax);
- cost of goods, fittings, equipment, implements or products used in the business;
- · depreciation; and
- premiums payable for Business Expense Cover under this policy.

#### Gainful employment/gainfully employed

To be employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment.

#### Immediate family member

Means a spouse, child, sibling, parent, father in-law or mother in-law, or person in a bona fide domestic living arrangement and is financially interdependent.

### Injury (other than for Complimentary Interim Accident Cover)

An accidental bodily injury, which occurs while this policy is in-force. It also includes any injury which was fully disclosed to us and we accepted as part of your application for cover.

Injury does not include mental health symptoms or disorders that directly or indirectly arise from an *accident*.

#### Injury - Complimentary Interim Accident Cover

An accidental bodily injury, which occurs while Complimentary Interim Accident Cover is in place.

Injury does not include mental health symptoms or disorders that directly or indirectly arise from an *accident*.

#### Insured monthly benefit amount

Means the amount shown on your policy certificate (including any increases or decreases that have been made under the terms of the policy).

#### Involuntarily unemployed

Means that you become unemployed due to retrenchment, redundancy or if your employer is in administration or liquidation.

For the avoidance of doubt, involuntarily unemployed excludes cessation of work under a self-employment arrangement, retirement, resignation, unsuccessful probation period, unpaid leave, voluntary redundancy, the end of a fixed term contract or dismissal from employment, or early completion of a project.

#### Material and substantial duties

The activities and tasks that are normally required for, and form a significant and integral part of, the performance of your occupation that cannot be reasonably omitted or modified including through the reasonable use of assistive devices.

Duties do not include:

- activities and tasks which are unique to your role and would not normally be necessary to perform the duties of your occupation, trade or profession or;
- the commute to and from your place(s) of work, unless it is considered a material and substantial part of your occupation.

#### Medical and dental professional

For the purpose of this policy, you will be considered a medical or dental professional if:

- you have been classified as occupational category AM as stated on your policy certificate
- you are registered to practise in your medical or dental profession and this registration is regulated by an Act of Parliament of a State or Territory of the Commonwealth of Australia, and
- you have been performing or assisting in exposure-prone medical procedures as part of your regular occupation at least on a monthly basis.
- The most recent Australian tax year (1 July to 30 June) may be used by you in place of the relevant 12-month period.

In each case, pre-disability earnings and pre-disability superannuation contributions will be indexed by the change in CPI while on claim.

#### Medical practitioner

A medical practitioner who is legally qualified and registered to practice in Australia (or if outside Australia has the equivalent qualifications and is approved by us) that is not you, the policy owner or an *immediate family member* or business partner of you or the policy owner.

### Monthly benefit amount - Income Protection Cover

#### **Income Protection (IP60)**

The monthly benefit amount is the lesser of the insured monthly benefit amount and 60% of your predisability earnings.

#### **Income Protection Flex (IP70 reducing)**

The monthly benefit amount is the lesser of the insured monthly benefit amount and 70% of your pre-disability earnings until 24 months from the end of the waiting period; thereafter, the monthly benefit amount reduces to 85.72% of the benefit payable in the first 24 months.

#### **Income Protection Flex (IP70)**

 The monthly benefit amount is the lesser of the insured monthly benefit amount and 70% of your pre-disability earnings.

### Monthly benefit amount - Accidental Income Protection Cover

The monthly benefit amount is the lesser of the insured monthly benefit amount and 60% of your predisability earnings.

#### Monthly benefit amount - Business Expense Cover

The monthly benefit amount is the lesser of:

- 1/12th part of the eligible business expenses
   actually incurred by you in the operation of your
   profession, business or occupation during the 12
   months immediately preceding your disability;
- your share of actual *eligible business expenses* incurred while you are *disabled*; and
- the insured monthly benefit amount.

If more than one person is directly responsible for the generation of income in your business, we apportion the *eligible business expenses* in the same proportion as your share of business income prior to the claim, between you and the other person(s), to determine your share. We will act reasonably when considering requests to divide the *eligible business expenses* on a different basis.

We require you to provide financial evidence which is reasonably required for the purpose of determining your share of *eligible business expenses* at the time of claim, as well as your share of *pre-disability business income*.

#### Monthly earnings

#### If you are self-employed or a working director

Monthly earnings means the

- monthly amount of earnings from
  - your share of gross income generated by the business or professional practice, including ongoing business income that continues in your business plus
  - discretionary payments a partnership may make (such as partnership distributions) to you (together called 'earnings')

#### Less

- the monthly amount of:
  - your share of operating expenses necessarily incurred in generating your earnings; and
  - the proportion of earnings that were disclosed at application and not insured.

#### If you are not self-employed

Monthly earning means the gross monthly income earned by way of total remuneration package and includes salary, regular overtime, superannuation contributions, commissions, bonus payments and other fringe benefits. It also includes any payment of annual leave or long service leave.

In each of the above cases, passive income, such as interest or dividend payments, is not included in monthly earnings.

For the purpose of this definition monthly earnings will always have a minimum value of zero.

### If you are not working at full capability for any reason other than sickness or injury.

However, if you are not working at your full capability for any reason other than *sickness* or *injury*, and this situation continues for at least three months, your monthly earnings (B) for the purposes of the Income Support Benefit calculation as set out on page 58 (for Income Protection Cover or page 67 (for Accident Income Protection Cover) while *disabled* will be calculated on what you could reasonably be expected to earn if you were working to your full capability, based on the occupation definition that applies at the time. This will be based on reasonable evidence related to the *sickness* or *injury* (including any information you provide) and available reasonable medical evidence (including the opinion of your *medical practitioner*).

We will provide at least 30 days' notice of any adjustment to a benefit payment being received if we make an adjustment as a result of a change in how we calculate your monthly earnings.

#### Other disability payments

For Income Protection Cover see page 59.

For Accidental Income Protection Cover see page 67. For Business Expense Cover see page 72.

### Own occupation - Total and Permanent Disablement Cover

Means the most recent occupation you were engaged in immediately prior to the date of *total and* permanent disablement.

If you have been *unemployed* or on *parental leave* or sabbatical leave for more than 12 months at the time the *sickness* or *injury* that leads to the TPD claim occurs, your *total and permanent disablement* will be assessed under the Any Occupation TPD definition.

### Own occupation - Accidental Total and Permanent Disability Cover

Means the most recent occupation you were engaged in immediately prior to the date of total and permanent disablement.

If you have been *unemployed* or on *parental leave* or sabbatical leave for more than 12 months at the time the *injury* that leads to the Accidental TPD claim occurs, your *total and permanent disablement* will be assessed under the Any Occupation TPD definition.

#### Parental leave

Has the meaning as contemplated in the Fair Work Act 2009 (Cth).

#### Platform billing

Means your insurance premiums will be debited directly from your superannuation account or investment platform for which we have entered into a written service agreement for the provision of insurance to its members.

#### Pre-disability business income

The average monthly business income in the 12-month period\* immediately preceding the date of disability. If you become disabled while on parental leave or sabbatical leave, then pre-disability business income will be based on your average monthly business income during the 12 months before the period of leave commenced.

\* The most recent Australian tax year (1 July to 30 June) may be used in place of the relevant 12-month period.

#### Pre-disability earnings

Where your monthly earnings in the 12 calendar months* immediately preceding the date of disability:	Then pre-disability earnings will be the average monthly earnings over the following period:
are no more than 20%	12 calendar months*
lower or higher compared	immediately
-	3
to the equivalent	preceding the date of
12-month period*	disability
immediately prior to the	
previous period	

Where your monthly earnings in the 12 calendar months\* immediately preceding the date of disability:

Then pre-disability earnings will be the average monthly earnings over the following period:

are more than 20% lower or higher compared to the equivalent 12-month period\* immediately prior the previous period 24 calendar months or two full Australian tax years, as applicable, immediately preceding the *date of disability*.

are reduced because you have been on sabbatical leave or parental leave for no more than 12 months at the date of disability

12 calendar months\* immediately preceding the commencement of leave.

In each case, pre-disability earnings will be indexed by the change in *CPI* while on claim.

### Pre-disability superannuation guarantee contribution

Where your monthly
earnings in the 12
calendar months*
immediately preceding
the date of disability:

Then pre-disability superannuation guarantee contribution will be the average monthly earnings over the following period:

are no more than 20% lower or higher compared to the equivalent 12-month period\* immediately prior to the previous period

12 calendar months\* immediately preceding the *date of disability* 

are more than 20% lower or higher compared to the equivalent 12-month period\* immediately prior the previous period 24 calendar months or two full Australian tax years, as applicable, immediately preceding the *date of disability*.

are reduced because you have been on sabbatical leave or parental leave for no more than 12 months at the date of disability

12 calendar months\* immediately preceding the commencement of leave.

In each case, pre-disability superannuation guarantee contribution will be indexed by the change in CPI while on claim.

#### Regular occupation

Means the occupation you are regularly engaged in immediately before becoming *disabled*, except if you are *unemployed* or on *parental leave* or sabbatical leave

- for more than 12 months immediately prior to the date of disability, then regular occupation will mean any suited occupation; or
- less than 12 months immediately prior to the date of disability, then regular occupation will mean the occupation immediately before unemployment, parental leave or sabbatical leave commenced.

#### Sickness

A sickness, disorder or disease.

#### Stabilised condition

For TPD Cover see page 37.

For Accidental TPD Cover see page 40.

For the TPD Lump Sum Option under Income Protection cover, stabilised condition has the same meaning as that under TPD Cover. Please see page 37.

#### Suited occupation

Means any occupation

- for which you are reasonably suited by education, training or experience, including occupations for which reasonable retraining or reskilling could be or has been undertaken at the date of your assessment of disability and
- that, for the number of hours you regularly worked prior to disability to generate your pre-disability earnings, would be likely to generate monthly earnings of at least:
  - 60% of your pre-disability earnings for Income Protection and IP Flex; or
  - 70% of your pre-disability earnings for IP Flex with the Extended Income Support Option

#### SIS Act

The Superannuation Industry (Supervision) Act 1993 (Cth) and/or the Superannuation Industry (Supervision) Regulations 1994 (Cth) where relevant.

<sup>\*</sup> The most recent Australian tax year (1 July to 30 June) may be used by you in place of the relevant 12-month period.

 $<sup>^{\</sup>ast}$  The most recent Australian tax year (1 July to 30 June) may be used by you in place of the relevant 12-month period.

#### Terminal illness/terminally ill

You are certified by two *medical practitioners* as suffering from a *sickness* which is incurable and for which:

- your condition has progressed to a point where your death is medically expected to occur within 24 months while adhering to relevant standard treatment protocols available at the date of certification, and
- both of the certificates are current, and at least one
  of the medical practitioners must be an appropriate
  medical specialist in your condition approved by us
  at the time of claim, acting reasonably.

#### Total and permanent disablement

For TPD Cover see page 37.

For Accidental TPD Cover see page 40.

#### Unemployed/unemployment

Means that you are not actively working for gain or reward in any business, trade, profession, vocation, calling, occupation or employment.



### ClearView Life Assurance Limited

GPO Box 4232 Sydney NSW 2001

#### 132 979

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#### clearview.com.au

#### **HTFS Nominees Pty Limited**

GPO Box 4232 Sydney NSW 2001

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