

# Protect what matters most in life.

## Accelerated Protection



# Contents

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<b>1</b>	<b>About the Policy</b>	<b>2</b>
<b>2</b>	<b>Information applicable to Life, Critical Illness and TPD Insurances</b>	<b>4</b>
	2.1 Included Benefits	4
	2.2 Optional Benefits	7
<b>3</b>	<b>Life Insurance</b>	<b>9</b>
	3.1 Included Benefits	9
<b>4</b>	<b>Critical Illness Insurance</b>	<b>10</b>
	4.1 Included Benefits	10
	4.2 Premier Benefits	12
	4.3 Optional Benefits	13
<b>5</b>	<b>TPD Insurance</b>	<b>16</b>
	5.1 Included Benefits	16
	5.2 Optional Benefits	17
<b>6</b>	<b>Income Protection</b>	<b>18</b>
	6.1 Included Benefits	18
	6.2 Premier Benefits	23
	6.3 Optional Benefits	28
<b>7</b>	<b>Income Protection Optimal</b>	<b>31</b>
	7.1 Included Benefits	31
<b>8</b>	<b>Business Expense Insurance</b>	<b>36</b>
	8.1 Included Benefits	36
	8.2 Optional Benefits	38
<b>9</b>	<b>Limitations and Exclusions</b>	<b>39</b>
	9.1 Life insurance	39
	9.2 Critical Illness insurance	40
	9.3 TPD insurance	41
	9.4 Income Protection Super, Standard and Premier	42
	9.5 Income Protection Optimal	43
	9.6 Business Expense insurance	44
<b>10</b>	<b>General Policy Conditions</b>	<b>45</b>
	10.1 Premiums and Charges	45
	10.2 Claims	47
<b>11</b>	<b>Definitions</b>	<b>49</b>
	11.1 General Definitions	49
	11.2 Superannuation Definitions	56
	11.3 Critical Illness Events Definitions	56

# 1 About the Policy

## The Policy Document

This Policy Document is issued by TAL Life Limited (“we/us/our”).

This Policy Document, together with the latest Policy Schedule we have issued, sets out the terms and conditions of a contract of life insurance between the Policy Owner (“you/your”) and TAL Life Limited (“we/us/our”), known as Accelerated Protection.

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

If the Policy is owned by more than one person, it is owned on a joint tenancy basis.

Please read this Policy Document and the Policy Schedule carefully to ensure the terms and conditions meet your needs. These are important documents and should be kept in a safe place.

If the Policy is altered you will receive a new Policy Schedule or confirmation reflecting the agreed changes.

## How Accelerated Protection works

Accelerated Protection is an insurance policy between us and you, under which you can select a number of Plans comprising Life insurance, Critical Illness insurance, Total and Permanent Disability (TPD) insurance, Income Protection (IP) and Business Expense insurance. Each of these Plans contains Included Benefits, and Optional Benefits that can be added at an additional cost. Each of these Plans and Included Benefits form a separate part of the Policy.

## Superannuation Ownership

Any benefits payable under the Policy when structured through superannuation will be paid to the trustee of the fund. The trustee is responsible for paying benefits out of the fund in accordance with the governing rules of the fund and superannuation law.

## Contact details

You can contact TAL using the details below:

 1300 209 088

 1300 351 133

 customerservice@tal.com.au

 www.tal.com.au

 GPO Box 5380, Sydney NSW 2001

## Terms used in this document

**Cover that is structured through superannuation** means Accelerated Protection insurance cover that is owned by the trustee of a fund (which may be a self-managed superannuation fund or TAL Super) for one or more members of the fund.

**Life Insured** means the person whose life is insured under the Policy.

**NS** means not available through Superannuation.

**Plan** means insurance benefits and options under (as applicable) Life insurance, Critical Illness insurance, TPD insurance, Income Protection and Business Expense insurance which, depending on the terms of the applicable Policy Schedule, apply to you and are in force under this Policy.

**Policy** means the Accelerated Protection Policy under the terms and conditions set out in this Policy Document.

**SIS** means the Superannuation Industry (Supervision) Act 1993 or the Superannuation Industry (Supervision) Regulations 1994 (as applicable). We have reproduced certain definitions from the SIS Regulations as at the date of this Policy Document on page 56.

**TAL Super** is a plan within the Retail Division in the Mercer Super Trust (ABN 19 905 422 981) sponsored by TAL Services Limited, (ACN 076 105 130), a related body corporate of TAL Life.

**You** and **your** mean the Policy Owner unless otherwise indicated.

**We, us, our** and **TAL** mean TAL Life Limited (ABN 70 050 109 450) (AFSL 237848).

Further words and phrases specific to the Plans are defined in Part 11 of this Policy Document.

### 30-day 'cooling off' period

If you feel that the Policy does not meet your needs and as long as you have not made a claim, you can request that it be cancelled. Your premium will be refunded in full unless your Policy was structured through superannuation. Your request must be in writing and be made within 30 days of the Policy being issued.

If your Policy is structured through superannuation, refunded premiums are subject to preservation rules. This means that refunded premiums may need to be rolled over to another superannuation arrangement rather than be paid in cash.

If you nominate a superannuation arrangement that does not accept the payment, the trustee can only pay the refund to an eligible rollover fund.

No refund can be made if a claim has been made under the Policy.

### Coverage

The Policy provides cover 24 hours a day, every day of the year, worldwide.

### Australian currency

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

### Guaranteed renewal of cover

As long as you and the Life Insured have complied with the Duty of Disclosure set out in the Product Disclosure Statement and paid the premiums when due, cover continues until the Plan end date.

This guarantee applies regardless of any change in the Life Insured's personal circumstances.

### Who we pay

Unless structured through superannuation, if you have nominated one or more beneficiaries to receive a benefit under Life insurance, we will pay the benefit in accordance with your valid nomination. Otherwise, all payments made by us under the Policy will be made to you, or if you have died, to your legal personal representative or a person we are permitted to pay under any relevant legislation.

Where the Policy is structured through superannuation, benefits will be paid to the trustee.

Where the Policy is structured through TAL Super, the governing rules of TAL Super set out the rules pertaining to the nomination of beneficiaries.

### When cover starts and ends

If we accept your application and you have paid the first premium and we issue you a Policy Schedule, your cover will commence on the Plan start date as shown in the Policy Schedule. Cover for some benefits does not commence immediately and a Waiting Period may apply. This is explained in the information about each benefit in Parts 2 to 9 of this Policy Document.

Where cover being applied for with TAL is to replace existing cover with either TAL or another life insurance company, you must cancel the existing cover. No claim will be paid in respect of this Policy unless the previous cover has been cancelled. If the previous cover is not cancelled and a claim occurs, any premiums paid to TAL will be refunded, and no benefit will be paid.

You may not be entitled to a refund of premium where the Policy has been structured through superannuation.

The relevant Plan end dates are explained in Parts 2 to 9 of this Policy Document.

## 2 Information applicable to Life, Critical Illness and TPD Insurances

Accelerated Protection allows the following combinations of Life, Critical Illness and TPD insurances:

Stand-alone	Attached <sup>1</sup>	Linked <sup>1</sup>
Life insurance	Critical Illness insurance (NS) Attached to Life Insurance	Critical Illness insurance (NS) Linked to Life insurance
Critical Illness insurance (NS)	TPD insurance Attached to Life insurance	TPD insurance Linked to Life insurance
TPD insurance	TPD insurance Attached to Critical Illness Insurance (NS)	

NS means not available through superannuation.

<sup>1</sup> There may be changes to the respective benefits as a result of Attaching or Linking. We define Attached and Attaching and Linked and Linking in Part 11 of this Policy Document. We also give full details of the effects of Attaching and Linking in the respective insurance terms and conditions. Where Attaching or Linking is applicable, this will be shown on the Policy Schedule.

### 2.1 Included Benefits

The following benefits are included in Life insurance, Critical Illness insurance and TPD insurance. Please note that some benefits, as indicated, are not included when your Policy is structured through superannuation.

#### Inflation Protection Benefit

We will increase the Benefit Amount by the greater of the Indexation Factor and five per cent at each Policy anniversary unless:

- you tell us that the Inflation Protection Benefit is not to apply to your Plan; or
- premiums are being waived under the Premium Relief Option.

If there is an increase, a new premium will be calculated to incorporate the increased Benefit Amount, the Life Insured's age, and premium type (i.e. stepped or level premium). We will not take into account any changes in the Life Insured's health, occupation, income or pastimes.

There is no limit to the maximum to which the Benefit Amount can be increased under the Inflation Protection Benefit.

Increases to the Benefit Amount under the Inflation Protection Benefit will cease:

- for Life insurance: at the Policy anniversary prior to the Life Insured's 100th birthday.
- for Critical Illness insurance: at the Policy anniversary prior to the Life Insured's 70th birthday, unless it is Attached or Linked to Life insurance, in which case it will be the Policy anniversary prior to the Life Insured's 100th birthday.
- for TPD insurance:
  - at the Policy anniversary prior to the Life Insured's 65th birthday, unless it is Attached or Linked in which case it will be at the Policy anniversary prior to the Life Insured's:
    - 100th birthday when Attached or Linked to Life insurance;
    - 65th birthday when Attached to Critical Illness insurance;

- 65th birthday if the TPD Benefit Amount is \$1,000,000 (or is reduced to \$1,000,000 at that date); or
- when the TPD insurance Benefit Amount reaches \$1,000,000 after the Life Insured's 65th birthday.

On the Policy anniversary prior to the Life Insured's 65th birthday, the TPD insurance Benefit Amount when Attached or Linked to Life insurance will revert to the lesser of:

- the amount shown in the latest Policy Schedule; and
- \$1,000,000.

The Inflation Protection Benefit does not apply to the Child's Critical Illness Option.

#### Premium Freeze Benefit

Under the Premium Freeze Benefit, the Benefit Amount will be set to the level that can be purchased by that amount of fixed premium as determined by us from year to year. While premiums remain fixed under the Premium Freeze Benefit there will be a reduction in the Benefit Amount on a yearly basis as insurance generally will be more expensive as age increases.

If you notify us that you wish to apply the Premium Freeze Benefit, the Inflation Protection Benefit will not apply. If you notify us that the Premium Freeze Benefit is to cease within three years of it starting, the Inflation Protection Benefit will then recommence but only if it was applicable prior to the Premium Freeze Benefit being activated.

The Premium Freeze Benefit can be activated if we are charging premiums on a stepped premium basis and the Life Insured is older than age 30. You may elect to activate the Premium Freeze Benefit by notifying us in writing.

## Guaranteed Future Insurability Benefit

Under the Guaranteed Future Insurability Benefit, you can increase your Benefit Amount for Life insurance, TPD insurance and Critical Illness insurance for the Life Insured without evidence of the health or pastimes of the Life Insured.

The Guaranteed Future Insurability Benefit is subject to the following conditions:

- an application in writing by you for an increase being made within 30 days of an Allowable Event (as described in the Allowable Life Events table) or within 30 days of the Policy anniversary following an Allowable Event;
- our receipt of supporting evidence, acceptable to us, of the Allowable Event;
- the Allowable Event occurring after the policy is in force;
- the increase being up to the lesser of:
  - 25% of the underwritten Benefit Amount at the Plan start date which applies to the insurance under which the Guaranteed Future Insurability Benefit is sought;
  - \$200,000;
  - five times the annual amount of salary increase (if applicable); and
  - the amount of mortgage being taken out or increased (if applicable).

For all increases applied for under the Guaranteed Future Insurability Benefit, the maximum amount you can increase the Benefit Amount (including cover with TAL and any other organisation) by is the lesser of:

- the underwritten Benefit Amount at the Plan start date (Inflation Protection Benefit is excluded); and
- \$1,000,000,

subject to total cover (including cover with TAL and any other organisation) not exceeding:

- \$3,000,000 for Life insurance;
- \$3,000,000 for TPD insurance; and
- \$2,000,000 for Critical Illness insurance.

If TPD insurance and/or Critical Illness insurance are Attached or Linked to Life insurance, the TPD insurance Benefit Amount and/or Critical Illness insurance Benefit Amount cannot exceed the Life insurance Benefit Amount.

The Guaranteed Future Insurability Benefit may be exercised once only in any 12 month period.

The premium for the new Benefit Amount will be calculated in line with the Plan conditions and will take into account any extra premiums charged and special provisions that may apply.

During the first six months after exercising the Guaranteed Future Insurability Benefit, the increased portion of the Benefit Amount will only be paid in the event of the Life Insured suffering:

- Accidental death;
- TPD caused by Accident; or
- any of the listed Critical Illness Events (See Part 4) caused by Accident.

You cannot exercise the Guaranteed Future Insurability Benefit if:

- premiums are being waived under the Premium Relief Option; or
- a medical loading or medical exclusion is applicable to the Life Insured; or
- cover under Life insurance has resulted from applying the Death Buy-Back Option under TPD insurance; or
- cover under Life insurance has resulted from applying the Death Buy-Back Benefit under Critical Illness insurance; or
- cover under Critical Illness insurance has resulted from applying the Critical Illness Reinstatement Option; or
- You, or the Life Insured, is entitled to make, or is receiving or seeking payment of, a claim under any Life Insurance policy with TAL or another insurer.

Allowable Life Events	
Personal	Business
<ul style="list-style-type: none"> <li>• the birth of a child where the Life Insured is the parent;</li> <li>• the adoption of a child by the Life Insured;</li> <li>• a dependent child of the Life Insured starts secondary school;</li> <li>• marriage of the Life Insured;</li> <li>• divorce of the Life Insured;</li> <li>• where the Life Insured's yearly salary increases by at least \$10,000;</li> <li>• the Life Insured completes a post graduate degree;</li> <li>• taking out or increasing, a mortgage by the Life Insured (either alone or jointly with another person) on a home which is the primary residence of the Life Insured;</li> <li>• the Life Insured becoming a Carer; or</li> <li>• the Life Insured has a change in tax dependency status as a result of the Life Insured ceasing to have any tax dependents as defined by current law.</li> </ul>	<ul style="list-style-type: none"> <li>• an increase in the Life Insured's value to the business, where the Life Insured is a key person in that business;</li> <li>• an increase in the Life Insured's financial interest in the business, whether as a partner, shareholder or unit holder, and the Policy forms part of a buy-sell, share purchase or business succession agreement; or</li> <li>• an increase in the loan liability of the business for which the Life Insured is the primary guarantor.</li> </ul>

## Financial Planning Benefit

### **Not available when structured through superannuation.**

If we pay 100% of the Benefit Amount under Life insurance, Critical Illness insurance or TPD insurance, we will reimburse the costs associated with the preparation of a financial plan by a financial adviser for the person(s) to whom we paid 100% of the Benefit Amount.

The following conditions apply to the Financial Planning Benefit:

- the maximum amount payable under the Financial Planning Benefit is \$5,000 and this amount will only be paid once per Life Insured across all policies issued by us in respect of that Life Insured;
- the Financial Planning Benefit is only payable for the reimbursement of fees actually paid to the financial adviser for the preparation of the financial plan where the fees were paid by the person(s) to whom we paid 100% of the Benefit Amount;
- we must receive evidence, acceptable to us, of the financial planning advice received and the financial plan must be received within 12 months of the payment of 100% of the Benefit Amount; and
- the financial adviser who provides the financial plan must be an Australian Financial Services Licensee or an Authorised Representative of an Australian Financial Services Licensee.

## Accommodation Benefit

### **Not available when structured through superannuation.**

If we pay 100% of any one of the Terminal Illness Benefit, TPD Benefit or Critical Illness Benefit, and a Medical Practitioner certifies that the Life Insured must remain Bed Confined due to the reason for which we paid 100% of the Terminal Illness, TPD or Critical Illness Benefit, and:

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

then we will reimburse the accommodation costs of the Life Insured's Immediate Family Member up to a maximum of \$250 per day for each day the Life Insured remains Bed Confined and their Immediate Family Member remains away from their home, for a maximum of 14 days.

The reimbursement of accommodation costs must be claimed within six weeks of 100% of any one of the Terminal Illness Benefit, TPD Benefit or Critical Illness Benefit being paid.

We must receive evidence, acceptable to us, of the Life Insured's Bed Confinement and of the payment of the accommodation costs before we pay the Accommodation Benefit.

The maximum total amount we will pay under the Accommodation Benefit when the Life Insured is concurrently eligible across Plans is \$250 per day.

## Grief Counselling Benefit

### **Not available when structured through superannuation.**

If we pay 100% of the Benefit Amount under Life insurance, Critical Illness insurance, or TPD insurance, we will reimburse the costs of up to three grief counselling sessions for the Life Insured, and/or an Immediate Family Member with a counsellor approved by us. The maximum total amount we will reimburse under the Grief Counselling Benefit for the Life Insured is \$1,000.

## Child's Critical Illness Benefit

### **Not available when structured through superannuation.**

A benefit payment of \$10,000 will be payable under the Child's Critical Illness Benefit when a child who is financially dependent on the Life insured suffers a Critical Illness Event as listed on page 15.

The Child's Critical Illness Benefit is available where the child is aged (next birthday) between two and 19.

The Child's Critical Illness Benefit will only be paid once for an individual child across all Life, Critical Illness and TPD insurance policies issued by us, and is only ever payable once under a Plan.

The Child's Critical Illness Benefit is not payable on a Critical Illness Event which occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent:

- where the child was aged less than two (next birthday); or
- before the Plan or Policy start date.

## 2.2 Optional Benefits

The Benefit Options listed below only apply if indicated in your Policy Schedule.

### Premium Relief Option

Under the Premium Relief Option, premiums due in relation to a Life Insured will be waived when, as a result of Sickness or Injury, the Life Insured is for three consecutive months:

- totally unable to work in any occupation for which he or she is suited by training, education or experience;
- not earning an income; and
- following the advice of a Medical Practitioner.

The amount waived will be the daily proportion of premiums due. The Premium Relief Option will stop on the earlier of:

- the Life Insured returning to work;
- the Life Insured generating Monthly Earnings; or
- the Policy anniversary prior to the Life Insured's 65th birthday.

### Business Insurance Option

**Not available when structured through superannuation.**

The Business Insurance Option is available under Life insurance and is only applicable for Critical Illness and/or TPD insurances when they are Attached to Life insurance.

Under the Business Insurance Option you can apply to increase the Benefit Amount without the need for further evidence of health, or pastimes, subject to acceptable financial evidence being provided.

The Business Insurance Option is available upon the occurrence of one of the following business events:

- business value:
  - an increase in the Life Insured's share or value of the business entity for which this cover was originally established;
- key-person value (arms-length employee with no ownership or financial interest in the business entity):
  - an increase in the value of the Life Insured key person to the business entity for which the cover was originally established; or
- loan guarantee:
  - an increase in the level of a business loan for which the Life Insured is a guarantor.

Any increase under the Business Insurance Option must be for the same business event for which the Policy was originally established as determined by us.

If the amount at the Plan start date is less than 100% of the value associated with the purpose of the business insurance, we will limit any future increases made under this option such that the amount insured, as a proportion of the value associated with the business insurance purpose, does not increase above that which applied at the Plan start date.

The maximum increase is the lesser of up to three times the Benefit Amount (including cover with TAL and any other organisation) at the Plan start date and, for:

- Life insurance – \$15,000,000
- Critical Illness insurance – \$2,000,000
- TPD insurance:
  - \$5,000,000 (where the Life Insured applies for the increase prior to their 60th birthday and the occupation class of the Life Insured is AAA, AA+ or AA); or
  - \$5,000,000 (with a maximum of \$3,000,000 under an Any or Own Occupation definition, with the balance under an Activities of Daily Living (ADL) definition).

The following conditions also apply:

- the increase must not exceed the increase in value of the business events, using the same valuation basis used in the application for the Business Insurance Option;
- if the Business Insurance Option is being increased due to an increase in the level of Loan Guarantee, the increased Benefit Amount cannot exceed the amount by which the Loan Guarantee has been increased; and
- if either the TPD insurance Benefit Amount or Critical Illness insurance Benefit Amount is being increased, the Benefit Amount for Life insurance must be increased by the same amount<sup>1</sup>.

<sup>1</sup> The premium will increase to reflect the increase in cover. The increased cover does not apply until we have confirmed it in writing and you have paid the additional premium.

If you wish to increase the Benefit Amount you must apply in writing within 30 days of the business event or within 30 days of the Policy anniversary following the business event. The Business Insurance Option can only be exercised once in any 12 month period.

No increase is available if at the time of applying for the increase, you or anyone else has made, is entitled to make or is receiving payment of a claim in relation to the Life Insured under this Policy or any other policy providing cover for death, terminal illness, total and permanent disability or critical illness.

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

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

The Business Insurance Option will expire on the earlier of the following:

- the option is cancelled by the Policy Owner;
- the maximum increase limit for the Benefit Amount has been reached (see above);
- you are entitled to make a claim or you have accrued an entitlement to claim under this Policy;
- the anniversary of the Plan start date being three years after the later of:
  - the Plan start date; and
  - the last increase under the option we approved, unless you can provide financial evidence acceptable to us that you were unable to apply for an increase in that three years because no increase conditions were met. Should this occur, we will extend the eligibility period for a further three years from the date we accept the financial evidence, provided we receive the evidence within 30 days of the end of the eligibility period;
- the anniversary of the Plan start date immediately prior to the Life Insured attaining age 65; or
- the death of the Life Insured.

If the Business Insurance Option is indicated in the Policy Schedule the following benefits will not apply:

- Inflation Protection Benefit (but will apply on the first anniversary after expiry or cancellation of the Business Insurance Option);
- Guaranteed Future Insurability Benefit;
- Death Buy-Back Benefit on Critical Illness insurance;
- Death Buy-Back Option on TPD insurance;
- Premium Relief Option;
- Double Critical Illness Option; and
- Double TPD Option.

## 3 Life Insurance

Life insurance only applies if “Life Insurance Plan” is indicated in your Policy Schedule. In all cases when we refer to a benefit payment, the statement is made on the basis that the benefit referred to is payable under the terms and conditions of the Policy. We will not pay a benefit if an exclusion applies. Exclusions are explained in Part 9 of this Policy Document. You must also satisfy our claim requirements, explained in Part 10 of this Policy Document.

### 3.1 Included Benefits

The following table describes the availability of Life Insurance benefits when your Policy is structured within or outside of superannuation:

Benefit	Policy structured outside of superannuation	Policy structured through superannuation
<b>Included Benefits</b>		
Death Benefit	✓	✓
Terminal Illness Benefit	✓	✓
Advanced Payment Benefit	✓	✓
Repatriation Benefit	✓	✓
Inflation Protection Benefit	✓	✓
Premium Freeze Benefit	✓	✓
Guaranteed Future Insurability Benefit	✓	✓
Financial Planning Benefit	✓	✗
Accommodation Benefit	✓	✗
Grief Counselling Benefit	✓	✗
Child's Critical Illness Benefit	✓	✗
<b>Optional Benefits</b>		
Premium Relief Option	✓	✓
Business Insurance Option	✓	✗
<b>Optional Attached Benefits</b>		
TPD Insurance	✓	✓
Critical Illness Insurance	✓	✗
<b>Optional Linked Policies</b>		
TPD Insurance	✓	✓
Critical Illness Insurance	✓	✓
Superlink TPD	✓	✓

These benefits are described as follows, in addition to the benefits set out in Part 2 of this Policy Document.

#### Death Benefit

When the Life Insured dies, the Benefit Amount will be payable.

#### Terminal Illness Benefit

If the Life Insured is diagnosed as Terminally Ill, the Benefit Amount will be payable.

#### Advanced Payment Benefit

The Advanced Payment Benefit is an advance payment of 10% of the Benefit Amount, up to a maximum \$25,000. This Benefit will be paid in accordance with Section 1 “Who we pay” when the death certificate or a medical certificate confirming death of the Life Insured is provided to us.

The Advanced Payment Benefit will not apply in the first three years from the Plan start date where the Life Insured's death was not the result of an Accident. After the first three years, the Advanced Payment Benefit will apply regardless of the cause of death.

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

Should our claims assessment find that the Death Benefit will not be paid due to a breach of the Duty of Disclosure or a misrepresentation, you will be required to repay the Advanced Payment Benefit.

#### Repatriation Benefit

If the Life Insured dies whilst outside Australia, we will increase the Advanced Payment Benefit to 10% of the Benefit Amount up to a maximum of \$35,000. This benefit will be paid when the death certificate or a certified medical certificate by a Medical Practitioner confirming death of the Life Insured whilst outside Australia is provided to us. The terms and conditions applicable to the Advanced Payment Benefit otherwise apply.

## 4 Critical Illness Insurance

Critical Illness insurance is not available when structured through superannuation.

Critical Illness insurance only applies under this Policy if indicated in your Policy Schedule. Critical Illness insurance is available as “Standard” or “Premier”. The type applicable for your Policy is shown in your Policy Schedule.

When we refer to a benefit payment, we mean a benefit payment which is paid in accordance with the terms and conditions of this Policy. We will not make a benefit payment if an exclusion applies. Exclusions are explained in Part 9 of this Policy Document. You must also satisfy our claim requirements, explained in Part 10 of this Policy Document. Critical Illness Events are defined in Part 11 of this Policy Document.

### 4.1 Included Benefits

The following benefits, in addition to the benefits set out in Part 2 of this Policy Document, are included in Critical Illness insurance, for both Standard and Premier, unless otherwise indicated.

#### Critical Illness Benefit

If the Life Insured suffers a Critical Illness Event, the Benefit Amount will be payable. If Critical Illness insurance is not Attached or Linked to Life insurance, no payments will be made unless the Life Insured survives a Critical Illness Event for at least 14 days.

If the Life Insured suffers more than one Critical Illness Event, the Benefit Amount is only payable for the first occurring Critical Illness Event (unless the first to occur is Angioplasty). If Angioplasty occurs, the remaining Benefit Amount will be the basis used to determine payment in accordance with the Critical Illness insurance terms and conditions if the Life Insured suffers another Critical Illness Event.

More than one payment can be made for Angioplasty, subject to:

- the first Angioplasty procedure ever undergone by the Life Insured occurring after the Plan start date;
- each subsequent Angioplasty procedure occurring at least six months after the previous Angioplasty procedure; and
- a maximum of three payments.

**Critical Illness Events applicable to both Standard and Premier:**

Heart conditions	Neurological conditions	Permanent conditions	Organ disorders
<ul style="list-style-type: none"> <li>• Angioplasty <sup>1,2</sup></li> <li>• Aortic Surgery</li> <li>• Cardiomyopathy (permanent and irreversible)</li> <li>• Heart Attack <sup>1</sup></li> <li>• Heart Valve Surgery <sup>1</sup></li> <li>• Coronary Artery Bypass Surgery <sup>1</sup></li> <li>• Open Heart Surgery <sup>1</sup></li> <li>• Out of Hospital Cardiac Arrest <sup>1</sup></li> <li>• Primary Pulmonary Hypertension</li> <li>• Triple Vessel Angioplasty <sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Coma (of specified severity)</li> <li>• Dementia including Alzheimer's Disease (permanent and irreversible)</li> <li>• Encephalitis and Meningitis (resulting in permanent neurological deficit)</li> <li>• Major Head Trauma (with permanent neurological deficit)</li> <li>• Meningococcal Disease (resulting in significant permanent impairment)</li> <li>• Multiple Sclerosis (with multiple episodes of neurological deficit and persisting neurological abnormalities)</li> <li>• Muscular Dystrophy</li> <li>• Paralysis (total and irreversible)</li> <li>• Parkinson's Disease (permanent)</li> <li>• Progressive and Debilitating Motor Neurone Disease</li> <li>• Stroke (resulting in neurological deficit) <sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Blindness (permanent and irreversible)</li> <li>• Loss of Hearing (permanent)</li> <li>• Loss of Independent Existence (permanent)</li> <li>• Loss of use of a Single Limb (permanent)</li> <li>• Loss of Speech (permanent)</li> </ul>	<ul style="list-style-type: none"> <li>• Chronic Kidney Failure (requiring transplantation or dialysis)</li> <li>• Chronic Liver Failure (resulting in permanent symptoms)</li> <li>• Chronic Lung Failure (requiring permanent oxygen therapy)</li> <li>• Major Organ Transplant</li> <li>• Pneumonectomy</li> <li>• Severe Burns (covering at least 20% of the body's surface area)</li> </ul>

Blood disorders	Cancer	Other events
<ul style="list-style-type: none"> <li>• Aplastic Anaemia (requiring treatment)</li> <li>• Medically-Acquired HIV (contracted from a medical procedure or operation)</li> <li>• Occupationally-Acquired HIV</li> </ul>	<ul style="list-style-type: none"> <li>• Benign Brain Tumour (resulting in irreversible neurological deficit)</li> <li>• Cancer (excluding early stage cancers) <sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Prolonged Intensive Care</li> </ul>

1 In the case of these events, no benefit will be paid if the condition occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent, or would have become apparent to a reasonable person in the position of the Life Insured:  
 – within three months after the Plan start date;  
 – within three months after the date of an applied-for increase but only in respect of the increase; and  
 – within three months after the most recent date that we have agreed to reinstate either the Plan or Policy.

2 In the case of Angioplasty, the amount to be paid is reduced to 25% of the Benefit Amount to a maximum payment of \$50,000 per occurrence, unless a benefit is payable under Triple Vessel Angioplasty.

**Critical Illness Events applicable only to Premier:**

Organ disorders	Blood Disorders	Other events
<ul style="list-style-type: none"> <li>• Severe Diabetes</li> </ul>	<ul style="list-style-type: none"> <li>• Occupationally-Acquired Hepatitis B or C <sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Severe Rheumatoid Arthritis (with significant impairment)</li> </ul>

1 A benefit is only payable for these conditions under the Needlestick Benefit.

### Paralysis Support Benefit

If the Life Insured suffers Paralysis (total and irreversible), the Critical Illness insurance payment will be:

- two times the Benefit Amount, to a maximum of \$2,000,000; or
- the Benefit Amount, if it is greater than \$2,000,000.

### Death Buy-Back Benefit

If we pay 100% of the Critical Illness Benefit, Paralysis Support Benefit or TPD Benefit, Critical Illness insurance will end. Under the Death Buy-Back Benefit, you can repurchase Life insurance on the Life Insured. The amount you can repurchase is the amount of Critical Illness insurance paid or the Benefit Amount, in the case of the Paralysis Support Benefit. If Accelerated Protection is no longer sold, continued cover will be available under the TAL life insurance product that replaces it. The Death Buy-Back Benefit can be exercised without having to provide evidence of health, occupation, income or pastimes, or any other Underwriting information.

You must notify us in writing of your intention to exercise the Death Buy-Back Benefit during the 30 days after the 12 month anniversary of the date we were notified formally of a claim in accordance with our claim requirements (see Section 10.2 Claims) in relation to a claim which was subsequently paid. Any further requirements must be submitted to us within 30 days of the date we received your notification or the Death Buy-Back Benefit will expire.

If payment of the claim occurs more than 12 months after the formal notification was made to us, reinstatement will be available for 30 days from the date of payment. If you fail to exercise the Death Buy-Back during this 30 day period, the Death-Buy Back Benefit will expire.

The Death Buy-Back Benefit will expire if not exercised before the Policy anniversary prior to the Life Insured's 70th birthday.

The premium for the repurchased Life insurance will be calculated using our standard premium rates for the age of the Life Insured at the time the option is exercised and will take into account any extra premiums charged and special provisions that apply to the Life insurance Plan for the Life Insured.

The repurchased Life insurance will not be eligible for increases under the Inflation Protection Benefit, Guaranteed Future Insurability Benefit, or Business Insurance Option (if applicable).

The Death Buy-Back Benefit does not apply;

- unless Critical Illness insurance is Attached or Linked to Life insurance; or
- when 'Double Critical Illness' or 'Double TPD' is shown in your Policy Schedule.

## 4.2 Premier Benefits

The following benefits only apply if 'Premier' is shown in your Policy Schedule.

### Advancement Benefit

If the Life Insured suffers an Advancement Benefit Event, the Advancement Benefit will be payable. The amount payable is shown in the following table.

The Advancement Benefit is payable only once for each of these Events. The total Benefit Amount will be reduced by the amount paid for each of these Events. The Advancement Benefit will only be paid if the condition or the circumstances leading to the claim first occurs after the Plan start date.

Advancement Benefit Events	Maximum Payment
<ul style="list-style-type: none"> <li>• Loss of Hearing in one ear (permanent), or</li> <li>• Loss of Sight in one eye (permanent)</li> </ul>	10% of the Benefit Amount to a maximum of \$100,000
<ul style="list-style-type: none"> <li>• Carcinoma In Situ <sup>1,2</sup></li> <li>• Diagnosed Benign Brain Tumour <sup>1</sup></li> <li>• Early Stage Chronic Lymphocytic Leukaemia <sup>1</sup></li> <li>• Early Stage Melanoma (excluding Melanoma In Situ) <sup>1</sup> or</li> <li>• Early Stage Prostate Cancer <sup>1</sup></li> </ul>	25% of the Benefit Amount to a maximum of \$100,000
<ul style="list-style-type: none"> <li>• Adult onset insulin dependent diabetes mellitus diagnosed after age 30 <sup>1</sup></li> <li>• Severe Ulcerative Colitis (requiring permanent immunosuppressive medication), or</li> <li>• Severe Crohn's Disease (requiring permanent immunosuppressive medication)</li> </ul>	20% of the Benefit Amount to a maximum of \$100,000
<ul style="list-style-type: none"> <li>• Partial Dementia which is paid if the Life Insured is unequivocally diagnosed with Dementia including Alzheimer's disease, as confirmed by a specialist Medical Practitioner, and if the meaning defined in Part 11 of this Policy Document is not met.</li> </ul>	25% of the Benefit Amount to a maximum of \$50,000

1 In the case of these events, no benefit will be paid if the condition occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent, or would have become apparent to a reasonable person in the position of the Life Insured:  
 - within three months after the Plan start date;  
 - within three months after the date of an applied-for increase but only in respect of the increase; and  
 - within three months after the most recent date that we have agreed to reinstate either the Plan or Policy.

2 If the Life Insured is diagnosed with Carcinoma In Situ of the Cervix Uteri classified as Cervical Intraepithelial Neoplasia grade 3 (CIN-3), we will pay a portion of the Advancement Benefit of 10% of the Benefit Amount to a maximum of \$100,000. If the Life Insured is subsequently diagnosed with a grading higher than CIN-3, we will pay the Advancement Benefit less any portion already paid subject to the maximum for Carcinoma In Situ in the above table.

## Female Critical Illness Benefit

The Female Critical Illness Benefit will be payable upon the occurrence of a Medical Condition listed below and only applies if the Life Insured is female. The payment for each Event is 20% of the Benefit Amount, up to a maximum of \$50,000. Only one Medical Condition can be paid under each Event listed below. The total Critical Illness insurance Benefit Amount will be reduced by the amount paid under the Female Critical Illness Benefit.

Event	Medical Conditions
<b>Female Pregnancy Complications</b>	<ul style="list-style-type: none"> <li>Eclampsia of pregnancy</li> <li>Disseminated Intravascular Coagulation</li> <li>Ectopic Pregnancy</li> <li>Hydatidiform Mole</li> <li>Still Birth</li> </ul>
<b>Congenital Abnormalities<sup>1</sup></b>	<ul style="list-style-type: none"> <li>Down's Syndrome</li> <li>Spina Bifida Myelomeningocele</li> <li>Tetralogy of Fallot</li> <li>Transposition of Great Vessels</li> <li>Congenital Blindness (permanent and irreversible)</li> <li>Congenital Deafness (permanent and irreversible)</li> </ul>
<b>Other Events</b>	<ul style="list-style-type: none"> <li>Severe Osteoporosis</li> <li>Lupus</li> </ul>

<sup>1</sup> The child must survive 30 days or longer from birth.

Coverage for Female Pregnancy Complications and Congenital Abnormalities ends at the Policy anniversary prior to the Life Insured's 45th birthday. No payments will be made for Female Pregnancy Complications or Congenital Abnormalities:

- within 12 months after the Plan start date;
- within 12 months after the date of an applied for increase but only in respect of the increase; and
- within 12 months after the most recent date we agreed to reinstate either the Plan or Policy.

No payments will be made for Other Events:

- within three months after the Plan start date;
- within three months after the date of an applied-for increase but only in respect of the increase; and
- within three months after the most recent date we agreed to reinstate either the Plan or Policy.

## Needlestick Benefit

If the occupation class of the Life Insured is AA+ as specified in the Policy Schedule, the Needlestick Benefit will be payable when the Life Insured suffers Occupationally-Acquired Hepatitis B or C. The amount payable is the Benefit Amount, to a maximum of \$1 million.

If you choose Critical Illness Premier in conjunction with the Critical Illness Option under Income Protection, you will be limited to a maximum benefit of \$1 million across all policies issued by TAL in the event of Occupationally-Acquired Hepatitis B or C.

In the event of cover being held simultaneously through the Critical Illness Option under Income Protection and Critical Illness Premier, the Needlestick Benefit for Occupationally-Acquired Hepatitis B or C will be paid through the Income Protection plan first.

## 4.3 Optional Benefits

The Benefit Options listed below only apply if indicated in your Policy Schedule.

### Double Critical Illness Option

The Double Critical Illness Option is only available if Critical Illness insurance is Attached to Life insurance. The Life Insured must survive a Critical Illness Event for at least 14 days to be eligible to claim under this option.

If "Double Critical Illness" is indicated in your Policy Schedule, and a Critical Illness Benefit becomes payable:

- the Life insurance Benefit Amount will not be reduced;
- all future premiums due in respect of that part of the Life insurance Benefit equal to the Critical Illness Benefit paid will be waived; and
- the Life insurance Benefit Amount equal to the Critical Illness Benefit Amount paid will continue until the Life insurance Plan end date.

The Life insurance Benefit Amount equal to the Critical Illness Benefit Amount paid will not be eligible for increases under the Inflation Protection Benefit, Guaranteed Future Insurability Benefit or Business Insurance Option (if applicable) after the Critical Illness Benefit becomes payable.

The Double Critical Illness Option will expire on the Policy anniversary prior to the Life Insured's 70th birthday.

### Critical Illness Reinstatement Option

If we pay a Critical Illness Benefit, Advancement Benefit, Needlestick Benefit, or Female Critical Illness Benefit, the Critical Illness Benefit Amount will reduce by the amount paid. The Critical Illness Reinstatement Option allows you to repurchase this amount of Critical Illness cover on the Life Insured.

The Critical Illness Reinstatement Option can be exercised without having to provide evidence of health, occupation, income or pastimes, or any other Underwriting information.

You must notify us in writing of your intention to exercise the Critical Illness Reinstatement Option. Notification must occur during the 30 days following the 12 month anniversary of the date we were notified formally of a claim (see Section 10.2 Claims), and in relation to a claim which was subsequently paid. Any further requirements must be submitted to us within 30 days of the date we received your notification or the Critical Illness Reinstatement Option will expire.

If payment of the claim occurs more than 12 months after the formal notification was made to us, reinstatement will be available for 30 days from the date of payment. If you fail to exercise the Critical Illness Reinstatement Option during this 30 day period, the Critical Illness Reinstatement Option will expire.

The Critical Illness Reinstatement Option will expire if not exercised before the Policy anniversary prior to the Life Insured's 65th birthday.

The premium for the reinstated Critical Illness Benefit will be calculated using our standard premium rates for the age of the Life Insured at the time the option is exercised and will take into account any extra premiums charged for, and special provisions that apply to, the Life Insured under Critical Illness insurance. Those extra premiums and special conditions will be maintained under the reinstated cover.

If your Policy includes this option, we will allow you to repurchase the Critical Illness insurance cover on the following basis:

- the repurchased Critical Illness insurance Benefit Amount will be the same as the Critical Illness Benefit, Advancement Benefit, Needlestick Benefit, or Female Critical Illness Benefit paid;
- the repurchased cover will not be eligible for any of the optional benefits available under Critical Illness insurance, including the Critical Illness Reinstatement Option; and
- the repurchased cover will not be eligible for increases under the Inflation Protection Benefit or the Guaranteed Future Insurability Benefit or the Business Insurance Option (if applicable).

If the Life Insured is subsequently diagnosed with a Critical Illness Event, Advancement Benefit Event, Needlestick Benefit or Female Critical Illness Event, we will pay a claim under the repurchased cover provided the Critical Illness Event, Advancement Benefit Event, Needlestick Benefit or Female Critical Illness Event occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent to the Life Insured

or would have become apparent to a reasonable person in the position of the Life Insured, after the Critical Illness insurance cover was repurchased, subject to the conditions following.

We will not pay a claim under the bought back cover if the Critical Illness Event, Advancement Benefit Event, Needlestick Benefit or Female Critical Illness Event is:

- the same as the original Critical Illness Event, Advancement Benefit Event, Needlestick Benefit or Female Critical Illness Event for which we have paid a benefit; or
- directly or indirectly caused by or related to the original Critical Illness Event, Advancement Benefit Event, Needlestick Benefit or Female Critical Illness Event, or symptom(s) or condition(s) which caused the occurrence of the original Critical Illness Event, Advancement Benefit Event, Needlestick Benefit or Female Critical Illness Event; or
- a Loss of Independent Existence (permanent); or
- a Heart Condition and the original Critical Illness Event was also a Heart Condition; or
- a Cancer Condition and the original Critical Illness Event or Advancement Benefit Event was also a Cancer Condition; or
- a Stroke (resulting in neurological deficit) or Paralysis (total and irreversible), directly or indirectly resulting from a Stroke, and the original Critical Illness Event was a Heart Condition.

In the above paragraph:

- Heart Condition means:
  - Angioplasty
  - Aortic Surgery
  - Coronary Artery Bypass Surgery
  - Heart Attack
  - Heart Valve Surgery
  - Cardiomyopathy (permanent and irreversible)
  - Open Heart Surgery
  - Out of Hospital Cardiac Arrest
  - Triple Vessel Angioplasty
  - Primary Pulmonary Hypertension,
 and any other condition we include in the meaning of Heart Condition at the time the Critical Illness insurance is reinstated.
- Cancer Condition means:
  - Cancer (excluding early stage cancers)
  - Carcinoma in Situ
  - Early Stage Chronic Lymphocytic Leukaemia
  - Early Stage Melanoma (excluding Melanoma In Situ)
  - Early Stage Prostate Cancer
 and any other condition we include in the meaning of Cancer Condition at the time the Critical Illness insurance is reinstated.

The Critical Illness Reinstatement Option cannot be exercised when an Attached TPD Benefit or Terminal Illness Benefit is paid.

## Child's Critical Illness Option

The Benefit Amount under the Child's Critical Illness Option will be paid if an Insured Child suffers a Critical Illness Event as listed below after the Plan or Policy start date. The sum of all payments per child under the Child's Critical Illness Option and Child's Critical Illness Benefit (where applicable), including cover with TAL and any other organisation will be limited to \$250,000.

If an Insured Child suffers more than one Critical Illness Event, the Benefit Amount is only paid for the Critical Illness Event that occurs first.

Critical Illness Events under the Child's Critical Illness Option are:

Heart conditions	Neurological conditions	Permanent conditions
<ul style="list-style-type: none"> <li>• Cardiomyopathy (permanent and irreversible)</li> <li>• Heart Attack<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Coma (of specified severity)</li> <li>• Encephalitis and Meningitis (resulting in permanent neurological deficit)</li> <li>• Major Head Trauma (with permanent neurological deficit)</li> <li>• Meningococcal Disease (resulting in significant permanent impairment)</li> <li>• Paralysis (total and irreversible)<sup>2</sup></li> <li>• Stroke (resulting in neurological deficit)<sup>1</sup></li> <li>• Subacute Sclerosing Panencephalitis</li> </ul>	<ul style="list-style-type: none"> <li>• Blindness (permanent and irreversible)</li> <li>• Loss of Hearing (permanent)</li> <li>• Loss of use of Limbs (permanent)</li> <li>• Loss of Sight and use of Limbs (permanent)</li> <li>• Loss of Speech (permanent)</li> </ul>
Organ Disorders	Cancer	Other events
<ul style="list-style-type: none"> <li>• Chronic Kidney Failure (requiring transplantation or dialysis)</li> <li>• Major Organ Transplant</li> <li>• Severe Burns (covering at least 20% of the body's surface area)</li> </ul>	<ul style="list-style-type: none"> <li>• Benign Brain Tumour (resulting in irreversible neurological deficit)</li> <li>• Cancer (excluding early stage cancers)<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Aplastic Anaemia (requiring treatment)</li> <li>• Death</li> <li>• Terminal Illness</li> </ul>

<sup>1</sup> In the case of these events, no benefit would be paid if the condition occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent:

- within three months after the Child's Critical Illness Option start date; and
- within three months after the most recent date we agreed to reinstate either the Plan or Policy.

<sup>2</sup> The Paralysis Support Benefit will not apply.

No benefit is payable on a Critical Illness Event which occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent before the Plan or Policy start date.

The Child's Critical Illness Option is available where the child is financially dependent on the Policy Owner and is aged (next birthday) between two and 15 at the Plan start date.

Grief Counselling is available to the Immediate Family Members of the Insured Child. This counselling is provided to assist family members come to terms with their reaction to the grief that arises from the death of, or other Critical Illness Event occurring to, the child. We will reimburse the costs of the initial consultation up to a maximum of \$500. The consultation must be with an independent, qualified counselling organisation.

On expiry of the Critical Illness insurance, all cover provided under the Child's Critical Illness Option will cease.

Cover will expire on the Policy anniversary prior to the Insured Child's 19th birthday. Where no benefit has been paid under the Child's Critical Illness Option you can, within 30 days of this anniversary, elect to continue the Critical Illness cover for the Insured Child by applying to us in writing for a new Critical Illness insurance Standard policy to issue for the Insured Child. If Critical Illness insurance Standard is not available we will provide a policy we believe is most like Critical Illness insurance Standard.

If the Benefit Amount under the new Critical Illness insurance Standard (or other replacement Policy) is \$50,000 or less, the Insured Child will not be Underwritten but we will require details of smoking status and occupation for the purposes of a premium calculation.

If the Benefit Amount under the new Critical Illness insurance Standard is greater than \$50,000, we will require details of smoking status, occupation and pursuits and the Insured Child's health will be Underwritten to cover critical illness events (or events of a similar type or intent) which were not covered under the original policy for the Benefit Amount in excess of \$50,000.

The Critical Illness insurance Standard (or other replacement Policy) can be purchased on the following basis:

- the Benefit Amount will be the same or less at the time of continuing the Critical Illness cover. Any increase to the Benefit Amount will be subject to full Underwriting;
- the continued cover will not be eligible for any of the optional benefits under the Critical Illness insurance Standard (or other replacement Policy), including the Critical Illness Reinstatement Option. Selection of optional benefits will be subject to full Underwriting;
- the continued cover will not be eligible for increases under the Inflation Protection Benefit (or equivalent) or the Guaranteed Future Insurability Benefit (or equivalent).

These conditions override the terms of any new or continued Policy arising from the exercising of the continuation option under the Child's Critical Illness Option.

The premium rate under the new Critical Illness insurance Standard (or other replacement Policy) will be the standard rate for that Policy applicable to sex, smoking status and any other premium rating factors that apply at the time the continuation option is exercised. Any special conditions, loadings or exclusions applied to the original Child's Critical Illness Option will continue to apply under the new Policy.

# 5 TPD Insurance

TPD insurance only applies under this Policy if indicated in your Policy Schedule.

When we refer to a benefit payment, we mean a benefit payment which is paid in accordance with the terms and conditions of this Policy. We will not make a benefit payment if an exclusion applies. Exclusions are explained in Part 9 of this Policy Document. You must also satisfy our claim requirements explained in Part 10 of this Policy Document.

## 5.1 Included Benefits

The following table describes the availability of TPD Insurance benefits when your Policy is structured within or outside of superannuation:

Benefit	Policy structured outside of superannuation	Policy structured through superannuation
<b>Included Benefits</b>		
TPD Benefit	✓	✓
Advanced Payment Benefit	✓	✗
Inflation Protection Benefit	✓	✓
Premium Freeze Benefit	✓	✓
Guaranteed Future Insurability Benefit	✓	✓
Financial Planning Benefit	✓	✗
Accommodation Benefit	✓	✗
Grief Counselling Benefit	✓	✗
Child's Critical Illness Benefit	✓	✗
Death Benefit	✗	✓ <sup>1</sup>
<b>Optional Benefits</b>		
Death Buy-Back Option	✓	✓
Double TPD Option	✓	✓
Premium Relief Option	✓	✓
Business Insurance Option	✓	✗
<b>Optional Linked Policies</b>		
Superlink TPD	✓	✓

<sup>1</sup> Only available with stand-alone TPD when the Policy is structured through TAL Super.

These benefits are described as follows, in addition to the benefits set out in Part 2 of this Policy Document.

### TPD Benefit

The TPD Benefit is payable if the Life Insured becomes Totally and Permanently Disabled.

The following definitions of Total and Permanent Disability are available under the Policy:

- 'Any Occupation'
- 'Own Occupation' or
- 'Activities of Daily Living'

The definition applicable to the Life Insured will be shown in the Policy Schedule.

Where Superlink is indicated in your Policy Schedule the 'Own Occupation' definition of TPD insurance applies, however claims are first assessed using the 'Any Occupation' definition and the SIS definition of Permanent Incapacity.

A TPD Benefit is not payable if the Life insured dies within 14 days after suffering the Sickness or Injury that directly or indirectly caused the Total and Permanent Disability.

### Advanced Payment Benefit

**Not available when structured through superannuation.**

If the Life Insured suffers the Loss of use of a Single Limb (permanent) or the Loss of Sight in one eye (permanent), an advanced payment of 25% of the Benefit Amount, up to a maximum payment of \$500,000 will be payable. This is payable only once and the TPD Benefit Amount will be reduced by the amount paid for the Loss of use of a Single Limb (permanent) or the Loss of Sight in one eye (permanent). The advanced payment will only be paid if the condition or the circumstances leading to the claim occurs after the Plan start date.

### Death Benefit

**Only available when the policy is structured through TAL Super. Not available when Attached or Linked to Life insurance or Critical Illness insurance.**

If the TPD Benefit has not been paid and the Life Insured dies we will pay the lesser of \$10,000 or the TPD Benefit Amount.

## 5.2 Optional Benefits

Benefit Options listed below only apply if indicated in your Policy Schedule.

### Death Buy-Back Option

If we pay 100% of the TPD insurance Benefit Amount, TPD insurance will end. Under the Death Buy-Back Option, you can buy-back Life insurance on the Life Insured.

The amount of cover you may repurchase is the amount of the TPD insurance Benefit Amount paid. The Death Buy-Back Option can be exercised without having to provide evidence of health, occupation, income or pastimes, or any other Underwriting information.

You must notify us in writing of your intention to exercise the Death Buy-Back Option. Notification must occur during the 30 days following the 12 month anniversary of the date we were notified formally of a claim in accordance with our claim requirements (see Section 10.2 Claims), and in relation to a claim which was subsequently paid. Any further requirements must be submitted to us within 30 days of the date we received your notification or the Death Buy-Back Option will expire.

If payment of the claim occurs more than 12 months after the formal notification was made to us, reinstatement will be available for 30 days from the date of payment. If you fail to exercise the Death Buy-Back during this 30 day period, the Death-Buy Back Option will expire.

The Death Buy-Back Option will expire if not exercised before the Policy anniversary prior to the Life Insured's 65th birthday.

The premium for the repurchased Life insurance will be calculated using our standard premium rates for the age of the Life Insured at the time the option is exercised and will take into account any extra premiums charged and special provisions that apply to the Life insurance Plan for the Life Insured.

The repurchased Life insurance will not be eligible for increases under the:

- Inflation Protection Benefit,
- Guaranteed Future Insurability Benefit, or
- Business Insurance Option (if applicable).

The Death Buy-Back Option is not available unless TPD insurance is Attached or Linked to Life insurance.

The Death Buy-Back Option does not apply where 'Double TPD' or 'Double Critical Illness' is shown in your Policy Schedule.

### Double TPD Option

The Double TPD Option is only available if TPD insurance is Attached to Life insurance.

If 'Double TPD' is indicated in your Policy Schedule, and the TPD Benefit becomes payable:

- the Life insurance Benefit will not be reduced;
- future premiums due in respect of that part of the Life insurance Benefit Amount equal to the TPD Benefit paid will be waived;
- the Life insurance Benefit Amount equal to the TPD Benefit Amount paid will continue until the Life insurance Plan end date; and
- in the event cover is transferred to non-superannuation ownership, future premiums due in respect of that part of the Life Insurance Benefit Amount equal to the TPD Benefit paid will be waived until the Life insurance Plan end date.

The Life insurance will not be eligible for increases under the Inflation Protection Benefit, Guaranteed Future Insurability Benefit or Business Insurance Option (if applicable), after the TPD Benefit becomes payable.

This Option will expire on the Policy anniversary prior to the Life Insured's 65th birthday.

## 6 Income Protection

Income Protection only applies under this Policy if 'Income Protection Plan' is indicated in your Policy Schedule.

Income Protection is available as 'Super', 'Standard', 'Premier' or 'Optimal'. The type applicable is shown in your Policy Schedule. Income Protection 'Super' is only available through superannuation. Income Protection 'Standard', 'Premier' and 'Optimal' are not available through superannuation.

Income Protection Standard and Premier can be Superlinked to an Income Protection Super Policy.

Income Protection Super, Standard and Premier conditions are set out in Part 6 of this Policy Document. Income Protection Optimal conditions are set out in Part 7 of this Policy Document.

Benefits available under Income Protection 'Super' conditions are summarised in Part 6.1 of this Policy Document.

When we refer to a benefit payment, we mean a benefit payment which is paid in accordance with the terms and conditions of this Policy. We will not make a benefit payment if an exclusion applies. Exclusions are explained in Part 9 of this Policy Document. You must also satisfy our claim requirements explained in Part 10 of this Policy Document.

### 6.1 Included Benefits

The following table describes the availability of Income Protection benefits when your Policy is structured within or outside of superannuation.

Benefit	Income Protection Premier	Income Protection Standard	Income Protection Super
Available through Superannuation	x	x	✓
<b>Included Benefits</b>			
Total Disability Benefit	✓	✓	✓
Partial Disability Benefit	✓	✓	✓
Inflation Protection Benefit	✓	✓	✓
Death Benefit	✓	✓	✓
Concurrent Disability Benefit	✓	✓	✓
Recurrent Disability Benefit	✓	✓	✓
Waiver of Premium Benefit	✓	✓	✓
Elective Surgery Benefit	✓	✓	✓
Bed Confinement Benefit	✓	✓	✓
Blood Borne Disease Benefit <sup>1</sup>	✓	✓	✓
Family Support Benefit	✓	✓	x
Housekeeper Benefit	✓	✓	x
Scheduled Injury Benefit	✓	✓	x
Child Care Benefit	✓	x	x
Child's Critical Illness Benefit	✓	x	x
Rehabilitation Benefit	✓	x	x
Rehabilitation Expense Reimbursement Benefit	✓	x	x

Benefit	Income Protection Premier	Income Protection Standard	Income Protection Super
<b>Included Benefits (continued)</b>			
Overseas Assistance Benefit	✓	✗	✗
Accommodation and Transport Benefit	✓	✗	✗
Job Security Benefit	✓	✗	✗
Involuntary Unemployment Benefit	✓	✗	✗
Return to Work Benefit	✓	✗	✗
Premium Pause Benefit	✓	✗	✗
Cover Continuation Benefit	✓	✗	✗
Guaranteed Future Insurability Benefit	✓	✗	✗
Change of Waiting Period Benefit	✓	✗	✗
Superannuation Pause Benefit	✗	✗	✓
<b>Optional Benefits</b>			
Increasing Claim Option	✓	✓	✓
Accident Benefit Option	✓	✓	✓
Critical Illness Option	✓	✓	✗
Needlestick Benefit <sup>2</sup>	✓	✓	✗
Retirement Protection Option	✓	✓	✗
Disability Plus Option	✓	✓	✗
Mental Health Discount Option	✗	✓	✓
<b>Optional Linked Policies</b>			
Superlink IP	✓	✓	✓

1 Only available for healthcare professionals.

2 Only available for AA+ occupations as specified in the Policy Schedule.

These benefits are described as follows.

## Total Disability Benefit

If the occupation class of the Life Insured is AAA, AA+, AA, A, BBB, BB+, BB or B, as specified in the Policy Schedule, the Total Disability Benefit will be paid when:

- the Life Insured has been either Totally Disabled or Partially Disabled for the Waiting Period; and
- at the end of the Waiting Period the Life Insured remains Totally Disabled.

If the occupation class of the Life Insured is SRA as specified in the Policy Schedule, the Total Disability Benefit will be paid when:

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

The amount paid will be the Benefit Amount, subject to any Income Protection Adjustments (set out in Part 9 of this Policy Document).

The Total Disability Benefit:

- starts to accrue after the Waiting Period ends;
- is paid monthly in arrears; and
- will stop on the earlier of the following events:
  - the Life Insured no longer being Totally Disabled;
  - the end of the Benefit Period; or
  - the Plan end date.

### Partial Disability Benefit

Where Income Protection 'Standard' or 'Premier' has been selected and the occupation class of the Life Insured is AAA, AA+, AA, A, BBB, BB+, BB or B (as specified in the Policy Schedule) the Partial Disability Benefit will be paid when:

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

Where Income Protection 'Super' has been selected, or the occupation class of the Life Insured is SRA (as specified in the Policy Schedule), the Partial Disability Benefit will be paid when:

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

#### The Benefit Amount paid will be:

$$\frac{A - B}{A} \times \text{the Benefit Amount}$$

subject to any adjustments, where

A = the Life Insured's Pre-Disability Earnings; and

B = the Life Insured's Monthly Earnings in respect of the month to be paid.

If Income Protection 'Super' or 'Standard' is shown in your Policy Schedule, and the Life Insured is not working solely because of Sickness or Injury, but is able to perform an important income producing duty of his or her Own Occupation to earn income, 'B' will be calculated on the Monthly Earnings for which it would be reasonable for the Life Insured to earn if working. We will take into account all medical and other appropriate evidence.

If Income Protection 'Premier' is shown in your Policy Schedule, we will deem the loss to be 100% if the Life Insured is unable to work more than ten hours per week in his or her Own Occupation or any Gainful Occupation and his or her Monthly Earnings are less than their Pre-Disability Earnings.

The Partial Disability Benefit:

- starts to accrue after the Waiting Period ends;
- is paid monthly in arrears; and
- will stop on the earlier of the following events;
  - the Life Insured no longer being Partially Disabled;
  - the end of the Benefit Period; or
  - the Plan end date.

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

### Inflation Protection Benefit

At each Policy anniversary, we will increase the Benefit Amount by the greater of the Indexation Factor and three per cent.

This increase will occur on each Policy anniversary unless:

- you tell us the Inflation Protection Benefit is not to apply to your Plan;
- premiums are being waived under the Waiver of Premium Benefit; or
- cover is suspended under the Premium Pause Benefit.

In the event of an increase, a new premium will be calculated to incorporate the increased Benefit Amount. This calculation will also take into account the Life Insured's age and premium type, (ie stepped or level premium). We will not take into account any changes in the Life Insured's health, occupation, income or pastimes.

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

- when you ask us not to increase the Benefit Amount; or
- the Policy anniversary prior to the Life Insured's 65th birthday.

### Death Benefit

If the Life Insured dies we will pay a lump sum equal to six times the monthly Benefit Amount, to a maximum of \$50,000.

### Concurrent Disability Benefit

If the Life Insured becomes Totally Disabled or Partially Disabled as a result of separate and distinct Sicknesses or Injuries, only one benefit is payable under Income Protection and this will be the benefit that provides the highest payment.

### Recurrent Disability Benefit

If a claim has been paid under the Total Disability Benefit or the Partial Disability Benefit, we understand in certain circumstances the condition may reoccur from the same or a related cause during the term of the Plan. Where this happens within 12 months of the initial claim ending, the reoccurrence will be considered a continuation of the initial claim. While the Waiting Period will not be reapplied, all periods of benefit payment will be added together for the purpose of assessing the maximum Benefit Period.

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

If the Life Insured has both:

- income protection cover provided through a superannuation fund with a two-year Benefit Period; and
- TAL Income Protection with a two-year Waiting Period and a Benefit Period of five years, to age 65 or 70,

and claims under the Recurrent Disability Benefit on the superannuation Policy, we will use the original start date of the claim for calculation of benefit entitlements under Income Protection.

### Waiver of Premium Benefit

The Waiver of Premium Benefit applies when Total Disability or Partial Disability payments have accrued. This includes payments under the Scheduled Injury Benefit and Critical Illness Option. In this instance, the daily proportion of premiums due in respect of the Life Insured under Income Protection must continue to be paid, but will later be refunded as a credit to the Policy Owner. The premium for all other benefits under the Policy must continue to be paid.

The Waiver of Premium Benefit:

- starts to accrue from the first day of the Waiting Period;
- applies immediately after the Waiting Period for any premiums paid during the Waiting Period and monthly in arrears for subsequent premiums; and
- will stop on the earlier of;
  - the Life Insured no longer being Totally Disabled or Partially Disabled; or
  - the end of the Benefit Period.

When Superlink IP is selected, the Waiver of Premium Benefit will apply for both Policies.

### Elective Surgery Benefit

Under the Elective Surgery Benefit, the Life Insured will be considered Totally Disabled due to Sickness when Total Disability results from:

- surgery to transplant part of the Life Insured's body to someone else;
- surgery to improve the Life Insured's appearance; or
- elective surgery performed on the advice of a Medical Practitioner.

The Elective Surgery Benefit will not apply if the surgery took place:

- within six months after the Plan start date;
- within six months after the date of an applied for increase but only in respect of the increase amount; and
- within six months after the most recent date we agreed to reinstate the Plan.

### Bed Confinement Benefit

The Bed Confinement Benefit will be paid when the Life Insured is:

- Totally Disabled; and
- Bed Confined during the Waiting Period for three days or more.

The amount to be paid will be 1/30th of the Benefit Amount for each day of Bed Confinement.

The Bed Confinement Benefit:

- starts to accrue from the first day of the Waiting Period;
- is paid monthly in arrears; and
- will stop on the earlier of the following events:
  - the end of the Waiting Period;
  - the Plan end date;
  - the end of Bed Confinement; or
  - payments equalling three times the Benefit Amount having occurred.

### Family Support Benefit

**Only available through Income Protection Standard or Premier.**

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

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

If the Family Support Benefit applies, the monthly amount paid will be the lesser of the following:

- \$5,000 (increased annually by the Indexation Factor from 1 November 2012);
- the Benefit Amount; or
- the loss of earnings suffered by the Immediate Family Member, or the cost incurred of the Registered Nurse deemed necessary, less amounts reimbursed from elsewhere.

The Family Support Benefit:

- starts to accrue when the Life Insured has been Totally Disabled for 30 consecutive days and the loss or expenditure is incurred;
- is paid monthly in arrears; and
- will stop on the earlier of:
  - the Life Insured no longer being Totally Disabled;
  - the end of the Benefit Period;
  - the Plan end date; or
  - three months Family Support Benefit having been paid for any one Total Disability.

### Housekeeper Benefit

**Only available through Income Protection Standard or Premier.**

The Housekeeper Benefit will be paid when:

- the Life Insured is Totally Disabled for 30 consecutive days;
- the Life Insured is Bed Confined at the Life Insured's usual place of residence; and
- the Life Insured needs to rely totally on another person, other than an Immediate Family Member, for housekeeping.

If the Housekeeper Benefit applies, the monthly amount paid is the lesser of the following:

- \$5,000 (increased by the Indexation Factor from 1 November 2012);
- the Benefit Amount; or
- the cost of the housekeeper, less amounts reimbursed from elsewhere.

The Housekeeper Benefit:

- starts to accrue when the Life Insured has been Totally Disabled for 30 consecutive days and the expenditure incurred;
- is paid monthly in arrears; and
- will stop on the earlier of the following events:
  - the Life Insured no longer being Totally Disabled;
  - the end of the Benefit Period;
  - the Plan end date;
  - the Life Insured no longer being Bed Confined;
  - the Life Insured no longer needing to totally rely on another person for housekeeping; or
  - six months Housekeeper Benefit having been paid or any one Total Disability.

### Scheduled Injury Benefit

**Only available through Income Protection Standard or Premier.**

If the Life Insured suffers a Scheduled Injury listed in the following table, the Benefit Amount will be payable from the date of injury for the lesser of:

- the Payment Period shown; and
- the Benefit Period.

If the Life Insured suffers more than one Scheduled Injury in a single event, only one Scheduled Injury Benefit will be paid and it will be based on the Scheduled Injury with the greatest Payment period.

A reduction will only be made to the Benefit Amount if the Life Insured receives other payments through any other individual or group disability income insurance, credit or mortgage insurance not disclosed at the time of, or subsequently taken out after, Underwriting, increase in benefits or reinstatement of the Policy.

Should you have the Retirement Protection and/or Disability Plus Options, payment will be made if the Plan conditions for these options are met.

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

The Scheduled Injury Benefit will stop on the earlier of the following events:

- the expiry of the Payment Period shown;
- the end of the Benefit Period; or
- the Plan end date.

At the expiry of the Payment Period, the Life Insured may be eligible for other benefits based on the appropriate Plan conditions being satisfied.

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

Scheduled Injury	Payment period (in months)
<b>Paralysis (total and irreversible)</b>	60
<b>Loss of use or Loss of:</b>	
• both feet or hands or sight in both eyes	24
• any combination of two of, a hand, a foot and sight in one eye	24
• one leg or arm	18
• one foot or hand or sight in one eye	12
• the thumb and index finger of the same hand	6
<b>Fracture of the:</b>	
• thigh or pelvis	3
• leg (between the knee and foot), kneecap, upper arm, shoulder bone or jaw	2
• forearm (above the wrist), collarbone or heel	1
• wrist	1
• vertebrae	1
• skull (excluding bones of the nose and face)	2

Loss means the total and permanent loss of:

- the use of the hand or foot from the wrist or ankle joint;
- the use of the arm or leg from the elbow or knee joint;
- the use of the thumb and index finger from the first phalange joint; or
- sight, to the extent that visual acuity in the eye, on a Snellen Scale after correction by a suitable lens, is less than 6/60 or to the extent that the visual field is reduced to 10 degrees or less of arc.

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

## Superannuation Pause Benefit

**Only available through Income Protection Super.**

Under the Superannuation Pause Benefit, you may apply to temporarily suspend the premiums and Plan for up to 12 consecutive months if the Life Insured has ceased working in a Gainful Occupation for reasons other than Sickness or Injury. You must provide us with evidence acceptable to us that the Life Insured is stopping work.

This means that:

- no premiums are due, no Benefit Amount is payable and no indexation occurs, while premium suspension continues;
- no evidence of the Life Insured's health, occupation, income or pastimes, or any other Underwriting information is required following the suspension ending; and
- no Benefit will be payable in respect of any Sickness or Injury (whichever is applicable) that occurs while in suspension or during the 90 days following the suspension ending.

When you are ready to recommence cover you must first contact us to restart premium payments.

If no instruction is received from you or premiums are not restarted within 12 months from the start of the Superannuation Pause Benefit, the option to recommence cover will no longer be available and the Plan will be cancelled.

The Superannuation Pause Benefit does not apply where Superlink IP has been selected.

## Blood Borne Diseases Benefit

If the Life Insured is a health care professional, for example a Medical Practitioner, surgeon or dentist, and they contract a blood borne disease such as HIV, Hepatitis B or C, their ability to work can be affected by factors other than physical inability due to the illness.

The following is our approach to claims.

There are three scenarios that could affect the Life Insured. For all three scenarios the Life Insured must notify the relevant governing body of their medical condition:

- the Life Insured chooses to disclose their condition to their patients which may lead to some of their patients seeking medical treatment elsewhere. It could also be difficult for the Life Insured to attract new patients; or
- the Life Insured chooses to cease performing Exposure Prone Procedures as defined by the relevant governing body; or
- the Life Insured's governing body advises the Life Insured to cease performing Exposure Prone Procedures as defined by the relevant governing body.

With all of these scenarios it is likely that the Life Insured's income will reduce.

In all of these cases we will assess whether the Life Insured is Totally Disabled or Partially Disabled in accordance with the terms and conditions of their Policy.

## 6.2 Premier Benefits

The following additional benefits only apply if 'Premier' is shown in your Policy Schedule.

### Child Care Benefit

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

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

- five per cent of the Monthly Benefit;
- \$500 per month; or
- the child care costs, less amounts reimbursed from elsewhere.

Each child must be under the age of 12 at the time when child care costs were incurred and evidence must be supplied each month that the child care costs to be reimbursed are from a licensed external child care provider.

The Child Care Benefit:

- is paid monthly in arrears; and
- will stop on the earlier of the following events:
  - the Life Insured no longer being Totally Disabled;
  - the end of the Benefit Period;
  - the Policy anniversary prior to the Life Insured's 65th birthday;
  - the child no longer requires child care; or
  - three months Child Care Benefit being paid for any one Total Disability.

### Child's Critical Illness Benefit

If the Life Insured's child suffers a Critical Illness Event after the Plan or Policy start date, we will pay the Child's Critical Illness Benefit (in addition to the Total Disability or Partial Disability Benefit).

The amount we pay under the Child's Critical Illness Benefit is three times the Benefit Amount to a maximum of \$25,000.

The Child's Critical Illness Benefit is paid as a lump sum and is only ever payable once under this Plan.

The Child's Critical Illness Benefit ends on the Policy anniversary immediately prior to the Life Insured's youngest child's 19th birthday.

The Child's Critical Illness Benefit is payable only if the child is financially dependent on the Life Insured and is aged (next birthday) between two and 19.

**The Critical Illness conditions covered are:**

Heart conditions	Neurological conditions	Permanent conditions
<ul style="list-style-type: none"> <li>• Cardiomyopathy (permanent and irreversible)</li> <li>• Heart Attack <sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Coma (of specified severity)</li> <li>• Encephalitis and Meningitis (resulting in permanent neurological deficit)</li> <li>• Major Head Trauma (with permanent neurological deficit)</li> <li>• Meningococcal Disease (resulting in significant permanent impairment)</li> <li>• Paralysis (total and irreversible) <sup>2</sup></li> <li>• Stroke (resulting in neurological deficit) <sup>1</sup></li> <li>• Subacute Sclerosing Panencephalitis</li> </ul>	<ul style="list-style-type: none"> <li>• Blindness (permanent and irreversible)</li> <li>• Loss of Hearing (permanent)</li> <li>• Loss of use of Limbs (permanent)</li> <li>• Loss of Sight and use of Limbs (permanent)</li> <li>• Loss of Speech (permanent)</li> </ul>
Organ Disorders	Cancer	Other events
<ul style="list-style-type: none"> <li>• Chronic Kidney Failure (requiring transplantation or dialysis)</li> <li>• Major Organ Transplant</li> <li>• Severe Burns (covering at least 20% of the body's surface area)</li> </ul>	<ul style="list-style-type: none"> <li>• Benign Brain Tumour (resulting in irreversible neurological deficit)</li> <li>• Cancer (excluding early stage cancers) <sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Aplastic Anaemia (requiring treatment)</li> <li>• Death</li> <li>• Terminal Illness</li> </ul>

1 In the case of these events, no benefit would be paid if the condition occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent:  
 – within three months after the Plan's start date;  
 – within three months after the date of an applied-for increase but only in respect of the increase; and  
 – within three months after the most recent date we agreed to reinstate either the Plan or Policy.

2 The Paralysis Support Benefit will not apply.

No benefit is payable on a Critical Illness Event which occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent before the Plan or Policy start date.

**Rehabilitation Benefit**

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

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

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

The Rehabilitation Benefit:

- starts to accrue from the day the Life Insured actively participates in the Rehabilitation Program;
- is paid monthly in arrears; and
- will stop on the earlier of the following events:
  - the Life Insured no longer being Totally Disabled or Partially Disabled;
  - the end of the Benefit Period;
  - the Plan end date;
  - the Life Insured no longer actively participating in the Rehabilitation Program;
  - 12 months Rehabilitation Benefit being paid for any one claim; or
  - when we believe that the Rehabilitation Program will no longer lead to reasonable opportunities of re-employment.

**Rehabilitation Expense Reimbursement Benefit**

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

- our written approval of the expenditure being provided before it is incurred; and
- a maximum allowable reimbursement of six times the Benefit Amount.

The cost of medical consultations and medical therapy consultations, including but not limited to, physiotherapy, psychotherapy and hydrotherapy, will not be reimbursed.

## Return To Work Benefit

The Return to Work Benefit will be paid when the Life Insured returns to a Gainful Occupation after having been in receipt of the Rehabilitation Benefit for at least three consecutive months.

If the Return to Work Benefit applies, the amount paid will be one times the Benefit Amount on each of the following:

- the Life Insured starting in a Gainful Occupation for 30 hours a week or more;
- the Life Insured continuing in that Gainful Occupation for three consecutive months for 30 hours a week or more; and
- the Life Insured continuing in that Gainful Occupation for six consecutive months for 30 hours a week or more.

The Return to Work Benefit:

- starts to accrue when the Life Insured starts in a Gainful Occupation for 30 hours a week or more;
- is paid in arrears; and
- will stop on the earlier of the following events:
  - the end of the Benefit Period;
  - the Plan end date;
  - the Life Insured no longer being in a Gainful Occupation for 30 hours a week or more; or
  - three times the Benefit Amount being paid for any one Total Disability or Partial Disability.

## Overseas Assistance Benefit

If the Life Insured is outside Australia and is Totally Disabled for 30 consecutive days and chooses to return to Australia while Totally Disabled, the Overseas Assistance Benefit will be paid.

The amount paid will be a reimbursement of the costs directly incurred by the Life Insured in returning to Australia, less amounts reimbursed from elsewhere, to a maximum of three times the Benefit Amount for any one claim. Airfare costs reimbursed will be in line with those that are medically necessary.

## Accommodation and Transport Benefit

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

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

If the benefit applies, the amount payable for accommodation costs will be a reimbursement of the cost of accommodation of the Immediate Family Member of the Life Insured, to a daily maximum of \$250 (increased by the Indexation Factor from 28 October 2010), less amounts reimbursed from elsewhere.

The amount payable for accommodation:

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

If the benefit applies, the amount payable for transport costs will be a reimbursement of the costs directly incurred in transport of the Life Insured, up to a maximum of \$500 in any 12 month period (excluding ambulance costs and the amounts reimbursed from elsewhere).

## Job Security Benefit

The Job Security Benefit will be paid if the Life Insured:

- does not directly or indirectly own all or part of the business in which the Own Occupation of the Life Insured is performed; and
- has been Totally Disabled for two consecutive months and subsequently returns to a Gainful Occupation with the same employer with whom the Life Insured was working prior to being Totally Disabled.

Payment will be made to the Life Insured's employer and the amount paid will be one times the Benefit Amount for any one Total Disability.

### **Involuntary Unemployment Benefit**

This benefit only applies if you are both the Policy Owner and the Life Insured.

If the Life Insured becomes involuntarily Unemployed for reasons other than Sickness or Injury we will waive premiums for Income Protection (including all optional benefits) for up to three months from the date of Unemployment. During this period, cover will not be cancelled as a result of non-payment of a premium.

We will only waive premiums in terms of this Involuntary Unemployment Benefit if:

- Income Protection Premier under this Policy has been in force for at least six months before the date of Involuntary Unemployment; and
- you give us proof to our satisfaction of Involuntary Unemployment.

We will stop waiving premiums if the Involuntary Unemployment ends before the expiry of the three month period.

When you are ready to recommence cover you must first contact us to restart premium payments.

### **Premium Pause Benefit**

Under the Premium Pause Benefit, once 12 consecutive months' premiums have been paid, you may apply to temporarily suspend the premiums and Plan for up to 12 consecutive months if the Life Insured stops working due to Unemployment or Long Term Leave. You must provide us with evidence acceptable to us that the Life Insured is stopping work.

This means that:

- no premiums are due, no Benefit Amount is payable and no indexation occurs, while premium suspension continues;
- no evidence of the Life Insured's health, occupation, income or pastimes, or any other Underwriting information, is required following the suspension ending; and
- no Benefit will be payable in respect of any Sickness or Injury (whichever is applicable) that occurs while in suspension or during the 90 days following the suspension ending.

When you are ready to recommence cover you must first contact us to restart premium payments.

If no instruction is received from you or premiums are not restarted within 12 months from the start of the Premium Pause Benefit, the option to recommence cover will no longer be available and the Plan will be cancelled.

### **Cover Continuation Benefit**

Under the Cover Continuation Benefit, if the Life Insured:

- was aged 55 or less at the Plan start date;
- has a 'to age 65' Benefit Period; and
- has been continuously working in a Gainful Occupation for the 12 months immediately prior to the Plan end date and can provide occupational and financial evidence acceptable to us that the Life Insured will continue to work in a Gainful Occupation.

You can apply to continue Income Protection to the earlier of:

- the Policy anniversary prior to the Life Insured's 70th birthday; or
- the date the Life Insured ceases to work in a Gainful Occupation.

This is subject to:

- an application in writing being received by us within 30 days of the Policy anniversary prior to the Life Insured's 65th birthday;
- the Benefit Period will become one year;
- the Waiting Period will be the greater of the existing Waiting Period and four weeks;
- the Benefit Amount will be the lesser of the existing Benefit Amount and \$10,000; and
- your premium will increase to take into account the change of Benefit Period according to the premiums current, and with regard to the Life Insured's age, at the time of application for increase in Benefit Period.

The Cover Continuation Benefit is not available if:

- the Life Insured is Totally Disabled or Partially Disabled at the time of cover expiry date (either during the Waiting Period or while a benefit is payable); or
- the Life Insured has a medical loading or medical exclusion showing on the Policy Schedule.

When Superlink IP is selected, cover can be continued only on the non-superannuation policy.

## Guaranteed Future Insurability Benefit

Under the Guaranteed Future Insurability Benefit, you can increase the Benefit Amount by up to 15% every three years in line with an increase in the Life Insured's Monthly Earnings by providing further occupational and financial evidence subject to the following conditions:

- an application in writing for an increase being made within 30 days of every third policy anniversary after the Plan start date;
- our receipt of acceptable supporting financial evidence relating to the Life Insured's Monthly Earnings (including, but not limited to, a statement of your income over the preceding two years);
- an application cannot be made where the Life Insured has had a claim within six months of the qualifying Policy anniversary;
- the Guaranteed Future Insurability Benefit ends at the Policy anniversary prior to the Life Insured's 55th birthday;
- the total Benefit Amount, after any increase, cannot exceed 75% of the first \$26,666 of Pre-Disability Earnings (or \$320,000 pa), and 50% of the next \$20,000 of Pre-Disability Earnings (or \$240,000 pa) to a maximum \$30,000 Benefit Amount;
- no benefit will be payable under Income Protection on account of an increase in Benefit Amount under this benefit, if at the time the increase is applied for, a benefit is payable under Income Protection or circumstances exist which, if the subject of a claim, would give rise to the payment of a benefit under this Policy;
- your premium will be increased to take into account any increase in Benefit Amount according to the premiums current, and with regard to the Life Insured's age, at the time of the increase in Benefit Amount;
- our then current rules will be applied in respect of the maximum Benefit Amount for the Life Insured's occupation and income; and
- this benefit does not apply where the Life Insured has a medical or pastimes loading or medical or pastimes exclusion showing in the Policy Schedule.

## Change of Waiting Period Benefit

You can shorten the Waiting Period if the Life Insured changes their employment status by providing further occupational and financial evidence subject to the following conditions:

- your premium will be increased to take into account the shortened Waiting Period according to the premiums current, and with regard to the Life Insured's age, at the time of the Waiting Period being shortened;
- the Life Insured is not Totally Disabled or Partially Disabled at the time (either during the Waiting Period or while a benefit is payable);
- the Life Insured provides us with written proof that the change of employment status has occurred;
- you request the change in writing within 30 days of the Life Insured joining a new employer;
- the Life Insured is not eligible, and will not become eligible, for income protection with a new employer through an insurance policy, superannuation or pension plan;
- where 104-week or 52-week Waiting Period applies, you provide us with proof the Life Insured was covered by an employer-related income protection policy with a Benefit Period of one year or more while employed by the previous employer; and
- if the Life Insured has a medical loading or medical exclusion showing in the Policy Schedule, this Benefit does not apply.

The Waiting Period can be shortened as per the following table:

Existing Waiting Period	Shortened Waiting Period
104 weeks or 52 weeks	13 weeks or 26 weeks
26 weeks	13 weeks
13 weeks	4 weeks

We consider that employment status has changed where:

- the Life Insured has ceased work for one employer and has commenced employment with another employer not related to the first employer and of which the Life Insured has no ownership interest in the business; or
- the Life Insured ceases being self-employed (ie shareholder or employee of own company, sole trader or partner) and commences employment with a new employer of which the Life Insured has no ownership interest in the business.

## 6.3 Optional Benefits

Benefit Options listed below only apply if indicated in your Policy Schedule.

### Increasing Claim Option

If a Total Disability Benefit or Partial Disability Benefit is payable and the Increasing Claim Option is included, the Benefit Amount will increase on the anniversary of the commencement of the benefit payments by the Indexation Factor. This increase will be limited to five per cent when Income Protection is structured through superannuation.

The Increasing Claim Option is available under:

- Income Protection 'Super', 'Standard' and 'Premier'; and
- if applicable, the Retirement Protection Option and Disability Plus Option.

### Retirement Protection Option

**Only available through Income Protection Standard or Premier.**

When entitled to Total Disability or Partial Disability payments, we will reimburse the Life Insured or the employer of the Life Insured on behalf of the Life Insured, for contributions made by either of them to a superannuation fund complying under the Superannuation Industry (Supervision) Act 1993, or any replacement legislation.

If 'Agreed Value' is shown on your Policy Schedule, the amount to be reimbursed will be the monthly superannuation contributions paid by the Life Insured or on behalf of the Life Insured up to the Retirement Protection Option Benefit Amount stated in your Policy Schedule.

If 'Indemnity' is shown on your Policy Schedule, the amount to be reimbursed will be the lesser of the following:

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

The Retirement Protection Option:

- is not payable during the Waiting Period;
- is paid in addition to any Total Disability and Partial Disability benefits;
- is paid monthly in arrears; and
- will stop on the earlier of:
  - the Life Insured no longer being Totally Disabled or Partially Disabled;
  - the end of the Benefit Period; or
  - the Life Insured attaining the age of 65.

### Disability Plus Option

**Only available through Income Protection Standard or Premier.**

If Total Disability or Partial Disability payments have accrued and the Life Insured is permanently unable to perform at least two of the five Activities of Daily Living without the physical assistance of another person, the Disability Plus Option Benefit Amount will be payable.

The amount to be paid will be the Disability Plus Option Benefit Amount stated in your Policy Schedule.

The Disability Plus Option:

- starts to accrue after the Waiting Period ends;
- is paid monthly in arrears; and
- will stop on the earlier of:
  - the end of the Benefit Period;
  - the Plan end date; or
  - the Life Insured no longer being permanently unable to perform at least two of the five Activities of Daily Living without the physical assistance of another person.

### Accident Benefit Option

If the Life Insured is Totally Disabled for three consecutive days during the Waiting Period as a result of an Accident, 1/30th of the Benefit Amount will be paid for each day the Life Insured is Totally Disabled.

Payment will stop on the earlier of:

- the Life Insured no longer being Totally Disabled;
- the Plan end date; or
- the expiry of 14 days if your Policy has a 2 week Waiting Period, and 28 days if your Policy has a Waiting Period of longer than 2 weeks.

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

## Critical Illness Option

### Only available through Income Protection Standard or Premier.

If the Life Insured suffers a Critical Illness Event listed below, we will pay the Critical Illness Option.

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

We will only pay a benefit for one Critical Illness Event occurring in any six-month period under the Critical Illness Option. This period will be deemed to have commenced on the date of the first Critical Illness Event.

At the end of six months, eligibility for other benefits will be based on appropriate Plan conditions being satisfied.

These Critical Illness Events are defined in Part 11 of this Policy Document.

We will only pay once for each Critical Illness Event condition under the Critical Illness Option for the life of the Policy.

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

The Critical Illness Option is only available for Waiting Periods up to and including 13 weeks.

### Critical Illness Events are:

Heart conditions	Neurological conditions	Permanent conditions	Organ disorders
<ul style="list-style-type: none"> <li>• Angioplasty <sup>1</sup></li> <li>• Aortic Surgery</li> <li>• Cardiomyopathy (permanent and irreversible)</li> <li>• Heart Attack <sup>1</sup></li> <li>• Heart Valve Surgery <sup>1</sup></li> <li>• Coronary Artery Bypass Surgery <sup>1</sup></li> <li>• Open Heart Surgery <sup>1</sup></li> <li>• Out of Hospital Cardiac Arrest <sup>1</sup></li> <li>• Primary Pulmonary Hypertension</li> <li>• Triple Vessel Angioplasty <sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Coma (of specified severity)</li> <li>• Dementia including Alzheimer's Disease (permanent and irreversible)</li> <li>• Encephalitis and Meningitis (resulting in permanent neurological deficit)</li> <li>• Major Head Trauma (with permanent neurological deficit)</li> <li>• Meningococcal Disease (resulting in significant permanent impairment)</li> <li>• Multiple Sclerosis (with multiple episodes of neurological deficit and persisting neurological abnormalities)</li> <li>• Muscular Dystrophy</li> <li>• Paralysis (total and irreversible)</li> <li>• Parkinson's Disease (permanent)</li> <li>• Progressive and Debilitating Motor Neurone Disease</li> <li>• Stroke (resulting in neurological deficit) <sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Blindness (permanent and irreversible)</li> <li>• Loss of Hearing (permanent)</li> <li>• Loss of Independent Existence (permanent)</li> <li>• Loss of use of a Single Limb (permanent)</li> <li>• Loss of Speech (permanent)</li> </ul>	<ul style="list-style-type: none"> <li>• Chronic Kidney Failure (requiring transplantation or dialysis)</li> <li>• Chronic Liver Failure (resulting in permanent symptoms)</li> <li>• Chronic Lung Failure (requiring permanent oxygen therapy)</li> <li>• Major Organ Transplant</li> <li>• Pneumonectomy</li> <li>• Severe Burns (covering at least 20% of the body's surface area)</li> </ul>
Blood disorders	Cancer	Other events	
<ul style="list-style-type: none"> <li>• Aplastic Anaemia (requiring treatment)</li> <li>• Medically-Acquired HIV (contracted from a medical procedure or operation)</li> <li>• Occupationally-Acquired HIV</li> <li>• Occupationally-Acquired Hepatitis B or C <sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Benign Brain Tumour (resulting in irreversible neurological deficit)</li> <li>• Cancer (excluding early stage cancers) <sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Prolonged Intensive Care</li> </ul>	

<sup>1</sup> In the case of these events, no benefit will be paid if the condition occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent, or would have become apparent to a reasonable person in the position of the Life Insured:  
 – within three months after the Plan start date;  
 – within three months after the date of an applied-for increase but only in respect of the increase; and  
 – within three months after the most recent date that we have agreed to reinstate either the Plan or Policy.

<sup>2</sup> Only applicable when your occupation class is AA+ as indicated in your Policy schedule. A benefit is only payable for these conditions under the Needlestick Benefit.

### **Needlestick Benefit**

If the occupation class of the Life Insured is AA+ as specified in the Policy Schedule, the Needlestick Benefit will be payable under the Critical Illness Option when the Life Insured suffers Occupationally-Acquired HIV or Occupationally-Acquired Hepatitis B or C.

We will increase the amount we will pay under the Critical Illness Option to fifty times the Benefit Amount to a maximum of \$1 million, and the Critical Illness Option will end.

If you choose the Critical Illness Option under Income Protection in conjunction with Critical Illness Premier, you will be limited to a maximum benefit of \$1 million across all policies issued by TAL in the event of Occupationally-Acquired Hepatitis B or C.

In the event of cover being held simultaneously through the Critical Illness Option under Income Protection and Critical Illness Premier, the Needlestick Benefit for Occupationally-Acquired Hepatitis B or C will be paid through the Income Protection plan first.

### **Mental Health Discount Option**

**Only available through Income Protection Super or Standard.**

If the Mental Health Discount Option is shown in the Policy Schedule, and you make a claim due to Mental Illness, we will only ever make up to 24 monthly benefit payments in total for that Sickness over the life of the Policy. Once those 24 payments have been made, no further benefits will be payable for that Mental Illness or any other Mental Illness under this Policy.

The following conditions also apply to the Mental Health Discount Option:

- this discount option must be taken out when you first apply for the Policy;
- you can only apply for this discount option if you have selected a five-year, 'to age 65' or 'to age 70' Benefit Period;
- this discount option is not available on a one-year or two-year Waiting Period; and
- where there is a history of Mental Illness for the Life Insured and a Mental Health exclusion would be applied, we have the right to remove this discount option and the discount will not be applied.

### **Superlink IP**

Superlink IP allows Income Protection Standard and Income Protection Premier to be Superlinked to an Income Protection Super Policy.

If you select the Superlink option, two policies will be issued. An Income Protection Super Policy will be issued to the trustee of a superannuation fund, and an Income Protection Standard Policy or Income Protection Premier Policy will be issued to the Life Insured and Superlinked to the Income Protection Super Policy. Your Policy Schedules will indicate where Superlink applies for Income Protection.

The overall level of cover held is equivalent to the cover provided by an individual Income Protection Standard Policy or Income Protection Premier Policy (as applicable), however claims will first be assessed with reference to the terms and conditions under the Income Protection Super Policy, and the amount payable will be paid to the trustee of the superannuation fund on your behalf. Any benefits not payable under Income Protection Super may be paid under the non-superannuation Policy, subject to the Life Insured meeting the applicable terms and conditions.

For more information on Superlink IP, see Section 11.1, General Definitions.

# 7 Income Protection Optimal

Income Protection Optimal is not available when structured through superannuation.

Income Protection 'Optimal' only applies under this Policy if indicated in your Policy Schedule.

When we refer to a benefit payment, we mean a benefit payment which is paid in accordance with the terms and conditions of this Policy. We will not make a benefit payment if an exclusion applies. Exclusions are explained in Part 9 of this Policy Document. You must also satisfy our claim requirements, explained in Part 10 of this Policy Document.

## 7.1 Included Benefits

The following benefits are built into Income Protection Optimal.

### Total Disability Benefit

We will pay the Total Disability Benefit if the Life Insured is Totally Disabled while covered under Income Protection Optimal due to:

- a Specified Injury (being an Injury specified in the Table of Specified Injuries below);
- a Specified Critical Illness (being a medical condition in the Critical Illness Events table on page 33); or
- a Sickness or Injury (other than a Specified Injury or a Specified Critical Illness) for a continuous period of longer than 30 days.

### Total Disability caused by a Specified Injury

If Total Disability is caused by a Specified Injury, the Total Disability Benefit is payable monthly in advance from the first day of Total Disability.

We will pay the Total Disability Benefit for a Specified Injury whether or not the Life Insured is working.

We will pay the Total Disability Benefit for a Specified Injury whether or not the Life Insured is working.

We will pay the Total Disability Benefit for the Minimum Payment Period applying to the Specified Injury that occurred, as shown in the table below.

**During the first six months of a claim,** the amount we will pay under the Total Disability Benefit is 1/30th of the Benefit Amount for each day of the Minimum Payment Period applying to the Specified Injury which has occurred.

Specified Injury	Minimum Payment Period (in months)
<b>The total and permanent loss of the use of:</b>	
• the hand from the wrist; or	12
• the foot from the ankle joint.	12
<b>The total and irrecoverable loss of an eye or the sight in the eye.</b>	12
<b>The complete severance of the thumb and index finger from the first phalangeal joint on the same hand.</b>	6
<b>The Fracture of the:</b>	
• Leg above the knee (femur), pelvis	3
• Leg below the knee (tibia or fibula)	2
• Ankle, heel	2
• Kneecap	2
• Vertebrae	2
• Upper arm (humerus), shoulder bone (scapula), elbow	2
• Wrist	1.5
• Forearm (radius or ulna), collarbone (clavicle)	1
• Skull, jaw	1

'Fracture' means any fracture resulting from an Accident requiring fixation, immobilisation or plaster cast treatment of the affected area by a Medical Practitioner within 48 hours of the Accident.

**After the first six months of a claim**, the amount we will pay under the Total Disability Benefit, for each day (if any) of the remaining Minimum Payment Period, will be 1/30th of the lesser of:

- up to 75% of the first \$26,666 of Pre Disability Earnings (or \$320,000 pa), 50% of the next \$20,000 of Pre-Disability Earnings (or \$240,000 pa) and 20% of the Life Insured's Pre-Disability Earnings in excess of \$46,666 (or \$560,000 pa); and
- the Benefit Amount.

If more than one listed Specified Injury is suffered, the Specified Injury that provides the greatest benefit will be paid. If the Life Insured is still Totally Disabled at the end of the Minimum Payment Period, further benefits for that claim will be assessed in line with "Total Disability caused by an Injury or Sickness other than a Specified Injury or a Specified Critical Illness".

Once the total number of days on claim reaches 730, no further benefits will be payable except where disability is caused by a Specified Critical Illness.

### Total Disability caused by a Specified Critical Illness

If Total Disability is caused by a Specified Critical Illness (where the Events are listed in the table on page 33), the Total Disability Benefit is payable monthly in arrears from the first day of Total Disability.

**During the first six months of a claim**, the amount we will pay under the Total Disability Benefit is 1/30th of the 'Increased Benefit Amount' for each day the Life Insured is Totally Disabled.

The 'Increased Benefit Amount' will be equal to 95% of the income we used to determine the Benefit Amount.

The maximum monthly Benefit Amount payable is \$30,000, plus any increases applicable under the Inflation Protection Benefit.

**Example** If the Benefit Amount is \$6,250 (based on a monthly income of \$8,333.33), the amount payable under the Total Disability Benefit will be based on an Increased Benefit Amount of \$7,916.66 (i.e. 95% of \$8,333.33).

After the first six months of a claim, the amount we will pay under the Total Disability Benefit, for each day that the Life Insured is Totally Disabled, will be 1/30th of the Life Insured's Pre-Disability Earnings at the time of going on claim, as follows:

Duration of Claim (in months)	% of Pre-Disability Earnings
7-12	90
13-18	85
19-24	80
Over 24	75

Payments under the Total Disability Benefit will stop when one of the following happens:

- the Life Insured is no longer Totally Disabled solely as a result of the Specified Critical Illness;
- the Policy anniversary prior to the Life Insured's 70th birthday; or
- the Life Insured dies.

**Critical Illness Events are:**

Heart conditions	Neurological conditions	Permanent conditions	Organ disorders
<ul style="list-style-type: none"> <li>• Angioplasty</li> <li>• Aortic Surgery</li> <li>• Cardiomyopathy (permanent and irreversible)</li> <li>• Heart Attack</li> <li>• Heart Valve Surgery</li> <li>• Coronary Artery Bypass Surgery</li> <li>• Open Heart Surgery</li> <li>• Out of Hospital Cardiac Arrest</li> <li>• Primary Pulmonary Hypertension</li> <li>• Triple Vessel Angioplasty</li> </ul>	<ul style="list-style-type: none"> <li>• Coma (of specified severity)</li> <li>• Dementia including Alzheimer's Disease (permanent and irreversible)</li> <li>• Encephalitis and Meningitis (resulting in permanent neurological deficit)</li> <li>• Major Head Trauma (with permanent neurological deficit)</li> <li>• Meningococcal Disease (resulting in significant permanent impairment)</li> <li>• Multiple Sclerosis (with multiple episodes of neurological deficit and persisting neurological abnormalities)</li> <li>• Muscular Dystrophy</li> <li>• Paralysis (total and irreversible)</li> <li>• Parkinson's Disease (permanent)</li> <li>• Progressive and Debilitating Motor Neurone Disease</li> <li>• Stroke (resulting in neurological deficit)</li> </ul>	<ul style="list-style-type: none"> <li>• Blindness (permanent and irreversible)</li> <li>• Loss of Hearing (permanent)</li> <li>• Loss of Independent Existence (permanent)</li> <li>• Loss of use of Limbs (permanent)</li> <li>• Loss of Speech (permanent)</li> </ul>	<ul style="list-style-type: none"> <li>• Chronic Kidney Failure (requiring transplantation or dialysis)</li> <li>• Chronic Liver Failure (resulting in permanent symptoms)</li> <li>• Chronic Lung Failure (requiring permanent oxygen therapy)</li> <li>• Major Organ Transplant</li> <li>• Pneumectomy</li> <li>• Severe Burns (covering at least 20% of the body's surface area)</li> </ul>
Blood disorders	Cancer	Other events	
<ul style="list-style-type: none"> <li>• Aplastic Anaemia (requiring treatment)</li> <li>• Medically-Acquired HIV (contracted from a medical procedure or operation)</li> <li>• Occupationally-Acquired HIV</li> </ul>	<ul style="list-style-type: none"> <li>• Benign Brain Tumour (resulting in irreversible neurological deficit)</li> <li>• Cancer (excluding early stage cancers)</li> </ul>	<ul style="list-style-type: none"> <li>• Prolonged Intensive Care</li> </ul>	

**Total Disability caused by an Injury or Sickness other than a Specified Injury or a Specified Critical Illness**

If Total Disability is caused by an Injury or Sickness other than a Specified Injury or a Specified Critical Illness, the Total Disability Benefit starts to accrue at the end of 30 continuous days of Total Disability.

**During the first six months of a claim**, the amount we will pay under the Total Disability Benefit is 1/30th of the Benefit Amount for each day that the Life Insured is Totally Disabled.

**After the first six months of a claim**, the Total Disability Benefit, for each day that the Life Insured is Totally Disabled, will be 1/30th of the lesser of:

- up to 75% of the first \$26,666 of Pre-Disability Earnings (or \$320,000 pa), 50% of the next \$20,000 (or \$240,000 pa); and
- 20% of the Life Insured's Pre Disability Earnings in excess of \$46,666 (or \$560,000 pa); and
- the Benefit Amount.

The Total Disability Benefit will be paid monthly in arrears and payments will stop as soon as one of the following happens:

- the date on which the total number of days during which we have paid a Total Disability or Partial Disability Benefit (other than for a Specified Injury or a Specified Critical Illness) reaches 730 days;
- the Policy anniversary prior to the Life Insured's 70th birthday;
- the Life Insured ceases to be Totally Disabled; or
- the Life Insured dies.

Once the total number of days on claim reaches 730, no further benefits will be payable except where disability is caused by a Specified Critical Illness.

### Partial Disability Benefit

We will pay the Partial Disability Benefit if the Life Insured is Partially Disabled prior to their 65th birthday following a period of Total Disability of at least 14 continuous days and the Total Disability Benefit is not payable.

**During the first six months of a claim**, the amount we will pay under the Partial Disability Benefit, for each day that the Life Insured is Partially Disabled, is 1/30th of:

$$\frac{A - B}{A} \times \text{the Benefit Amount}$$

**After the first six months of a claim**, the Partial Disability Benefit, for each day the Life Insured is Partially Disabled, will be 1/30th of:

$$\frac{A - B}{A}$$

multiplied by the lesser of:

- up to 75% of the first \$26,666 of Pre-Disability Earnings (or \$320,000 pa), 50% of the next \$20,000 (or \$240,000 pa); and
- 20% of the Life Insured's Pre-Disability Earnings in excess of \$46,666 (or \$560,000 pa); and
- the Benefit Amount.

Where:

A = Pre-Disability Earnings

B = Earnings for the month the benefit is payable.

When the Life Insured is Partially Disabled but not working to their assessed capacity, 'B' will be calculated on the Earned Income it would be reasonable for the Life Insured to earn if working to their assessed capacity. In determining the assessed capacity, we will take into account all medical and other appropriate evidence.

If the percentage loss of Earned Income is 75% or more, we will deem the loss to be 100%.

### Partial Disability caused by an Injury or Sickness other than a Specified Critical Illness

If the Life Insured is Partially Disabled due to an Injury or Sickness (other than a Specified Critical Illness), the Partial Disability Benefit starts to accrue at the end of 30 continuous days of Partial Disability or Total Disability (Partial Disability must follow a period of Total Disability of at least 14 continuous days).

The Partial Disability Benefit will be paid monthly in arrears.

Payments under the Partial Disability Benefit will stop when one of the following happens:

- the date on which the total number of days during which we have paid a Total Disability or Partial Disability Benefit (other than for a Specified Injury or a Specified Critical Illness) reaches 730 days;
- the Policy anniversary prior to the Life Insured's 70th birthday;
- the Life Insured ceases to be Partially Disabled; or
- the Life Insured dies.

### Partial Disability caused by a Specified Critical Illness

If the Life Insured is Partially Disabled due to a Specified Critical Illness, the Partial Disability Benefit only starts if the Life Insured has been Totally Disabled for at least 14 continuous days.

The Partial Disability Benefit will be paid monthly in arrears.

Payments under the Partial Disability Benefit will stop when one of the following happens:

- the Life Insured is no longer Partially Disabled solely as a result of the Specified Critical Illness;
- the Policy anniversary prior to the Life Insured's 70th birthday; or
- the Life Insured dies.

## Waiver of Premium Benefit

If we are paying the Total Disability or Partial Disability Benefit, we will refund premiums for as long as benefits are being paid.

## Death Benefit

We will pay the Death Benefit if the Life Insured dies while we are paying a benefit under Income Protection Optimal.

The amount we will pay under the Death Benefit is three times the Benefit Amount, to a maximum of \$50,000.

## Recurring Claim Benefit

Where a claim results from a relapse or recurrence of the same or related Sickness or Injury that caused Total Disability or Partial Disability within one year of returning to work from the previous claim, we will treat it as a continuation of the previous claim, and the benefits will recommence for the remaining part of the Benefit Period. You have the option of having the claim treated as a new claim.

## Inflation Protection Benefit

At each Policy anniversary, we will increase the Benefit Amount by the greater of the Indexation Factor and three per cent. This increase will occur on each Policy anniversary unless:

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

In the event of an increase, a new premium will be calculated to incorporate the increased Benefit Amount. This calculation will also take into account the Life Insured's age and premium type (ie stepped or level premiums). We will not take into account any changes in the Life Insured's health, occupation, income or pastimes.

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

- when you ask us not to increase the Benefit Amount; or
- the Policy anniversary prior to the Life Insured's 65th birthday.

## Blood Borne Diseases Benefit

If the Life Insured is a health care professional, for example a Medical Practitioner, surgeon or dentist, and they contract a blood borne disease such as HIV, Hepatitis B or C, their ability to work can be affected by factors other than physical inability due to the illness.

The following is our approach to claims.

There are three scenarios that could affect the Life Insured. For all three scenarios the Life Insured must notify the relevant governing body of their medical condition:

- the Life Insured chooses to disclose their condition to their patients which may lead to some of their patients seeking medical treatment elsewhere. It could also be difficult for the Life Insured to attract new patients; or
- the Life Insured chooses to cease performing Exposure Prone Procedures as defined by the relevant governing body; or
- the Life Insured's governing body advises the Life Insured to cease performing Exposure Prone Procedures as defined by the relevant governing body.

With all of these scenarios it is likely that the Life Insured's income will reduce.

In all of these cases we will assess whether the Life Insured is Totally Disabled or Partially Disabled in accordance with the terms and conditions of their Policy.

## 8 Business Expense Insurance

Business Expense insurance is not available when structured through superannuation.

Business Expense insurance only applies under this Policy where 'Business Expense Insurance Plan' is indicated in your Policy Schedule.

When we refer to a benefit payment, we mean a benefit payment which is paid in accordance with the terms and conditions of this Policy. We will not make a benefit payment if an exclusion applies. Exclusions are explained in Part 9 of this Policy Document. You must also satisfy our claim requirements, explained in Part 10 of this Policy Document.

### 8.1 Included Benefits

The following benefits are built into Business Expense insurance.

#### Total Disability Benefit

The Total Disability Benefit will be paid:

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

The benefit paid will be the lesser of the following amounts:

- the Business Expense insurance Benefit Amount; or
- Business Expenses that relate to the month to be paid less Business Expenses reimbursed from elsewhere.

The Total Disability Benefit:

- starts to accrue after the Waiting Period ends;
- is paid monthly in arrears; and
- will stop on the earlier of the following events:
  - the Life Insured no longer being Totally Disabled;
  - the end of the Benefit Period; or
  - the Plan end date.

#### Business Expense Total Disability Benefit claims

The Benefit Amount payable for the Total Disability Benefit can be payable without requiring immediate financial evidence of Business Expenses incurred during the first three months after the Waiting Period of a Business Expense Total Disability Benefit claim.

After the first three months, Benefit Amount payments will be payable subject to our receipt of evidence, satisfactory to us, of Business Expenses for those first three months and any continuing Business Expenses for additional months. If upon our review the Benefit Amount payments in the first three months exceeded the actual Business Expenses incurred, we will reduce future Benefit Amount payments by the amount of the overpayment.

If you subsequently submit a claim for the Recurrent Disability Benefit evidence satisfactory to us of Business Expenses incurred will be required prior to further benefits being payable.

**Note:** If the Life insured has any other policy with us for which we are provided with any financial information in relation to a claim, we will use that financial information to determine actual Business Expenses incurred during either the first three months or any following period. We will reduce future Benefit Amount payments by the amount of the overpayment.

#### Partial Disability Benefit

The Partial Disability Benefit will be paid:

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

The benefit paid will be the lesser of the following amounts:

- the Business Expense insurance Benefit Amount; or
- Business Expenses that relate to the month to be paid less Business Expenses reimbursed from elsewhere.

The Partial Disability Benefit:

- starts to accrue after the Waiting Period ends;
- is paid monthly in arrears; and
- will stop on the earlier of the following events:
  - the Life Insured no longer being Partially Disabled;
  - the end of the Benefit Period; or
  - the Plan end date.

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

### Payment Extension Benefit

If, at the end of the Benefit Period, the Life Insured continues to be Totally Disabled or Partially Disabled but the total amount paid is less than 12 times the Business Expense insurance Benefit Amount, the Benefit Period will be extended under the Payment Extension Benefit.

The extension will end on the earlier of the following:

- the expiry of 12 months from the end of the Benefit Period;
- the Life Insured no longer being Totally Disabled or Partially Disabled;
- the Plan end date; and
- the total amount paid equalling 12 times the Business Expense insurance Benefit Amount.

### Lease Extension Benefit

The Lease Extension Benefit will be paid, when:

- at the end of the Benefit Period or Benefit Period extension, the Life Insured continues to be Totally Disabled or Partially Disabled; and
- Business Expenses claimed included lease costs for equipment, motor vehicles or premises fully used in the business and these costs continue beyond the expiry of the Benefit Period and Benefit Period extension.

The amount paid will be the lesser of:

- the Life Insured's share of monthly ongoing costs of a lease for equipment, motor vehicles or premises that was in place at the time the disability started; or
- 25% of the Business Expense insurance Benefit Amount, reduced by amounts paid if the items being leased are relet and the percentage of the turnover of the business that is fairly and reasonably apportioned to the Life Insured.

The Lease Extension Benefit:

- starts to accrue after the expiry of the Benefit Period and Benefit Period extension;
- is paid monthly in arrears; and
- will stop on the earlier of:
  - the expiry of 18 months;
  - the Life Insured no longer being Totally Disabled or Partially Disabled;
  - the Plan end date; or
  - all applicable leases being assigned or the commitment otherwise stopping.

### Loss of Profits Benefit

The Loss of Profits Benefit will be paid when:

- the Life Insured directly or indirectly owns all or part of the business that the Own Occupation of the Life Insured is performed;
- the Life Insured is Totally Disabled for two consecutive months and subsequently returns to work in the same business and is no longer Totally Disabled or Partially Disabled; and
- there is a loss of profits in the business solely because of the Life Insured having been Totally Disabled.

The monthly amount paid will be the lesser of the following:

- the Business Expense insurance Benefit Amount; or
- 75% of that proportion of the monthly average net profit of the business that is fairly and reasonably apportioned to the Life Insured, in the tax year immediately prior to the Life Insured being Totally Disabled; less that proportion of the monthly average net profit (calculated on the same basis) of the business that is fairly and reasonably apportioned to the Life Insured, in the 12 months after the Life Insured returned to work in the business.

'Fairly and reasonably apportioned' will be determined in the usual manner, where the profits and/or losses of the business are divided between the Life Insured and any co-owners of the business.

After each three months of payment of the Loss of Profits Benefit, you will need to provide, at your expense, appropriate accounts so a reconciliation of amounts due and paid can be made. Any difference between what was due and what was paid will be paid by us to you or needs to be paid by you to us, as applicable, within 14 days of the reconciliation being provided.

Subsequent payments are dependent on the above settlement being completed.

The Loss of Profits Benefit:

- is paid monthly in arrears; and
- will stop on the earlier of the following:
  - the Life Insured becoming Totally Disabled or Partially Disabled;
  - the Plan end date;
  - the business no longer incurring a loss of profits solely as a result of the Life Insured's Total Disability; or
  - 12 months from the date Total Disability or Partial Disability ended.

### **Inflation Protection Benefit**

At each Policy anniversary, we will increase the Benefit Amount by the greater of the Indexation Factor and three per cent.

This increase will occur on each Policy anniversary unless:

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

In the event of an increase, a new premium will be calculated to incorporate the increased Benefit Amount. This calculation will also take into account the Life Insured's age and premium type (ie stepped or level premium). We will not take into account any changes in the Life Insured's health, occupation, income or pastimes.

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

- when you ask us not to increase the Benefit Amount; or
- the Policy anniversary prior to the Life Insured's 65th birthday.

### **Waiver of Premium Benefit**

The Waiver of Premium Benefit applies when Total Disability or Partial Disability payments have accrued. This includes payments under the Accident Benefit Option. The daily proportion of premiums due in respect of the Life Insured under Business Expense insurance must continue to be paid, but will later be refunded as a credit to the Policy owner. The premium for all other benefits under the Policy must continue to be paid.

The Waiver of Premium Benefit:

- starts to accrue from the first day of the Waiting Period;
- applies immediately after the Waiting Period for any premiums paid during the Waiting Period and monthly in arrears for subsequent premiums; and
- will stop on the earlier of the following events;
  - the Life Insured no longer being Totally Disabled or Partially Disabled; or
  - the end of the Benefit Period.

### **Elective Surgery Benefit**

Under the Elective Surgery Benefit, the Life Insured will be considered to be Totally Disabled due to Sickness when Total Disability results from:

- surgery to transplant part of the Life Insured's body to someone else;
- surgery to improve the Life Insured's appearance; or
- elective surgery performed on the advice of a Medical Practitioner.

The Elective Surgery Benefit will not apply if the surgery took place:

- within six months after the Plan start date;
- within six months after the date of an applied for increase but only in respect of the increase amount; and
- within six months after the most recent date we agreed to reinstate the Plan or Policy.

### **Recurrent Disability Benefit**

If the Life Insured makes a claim on the Total Disability or Partial Disability Benefit, we understand in certain circumstances the condition may reoccur from the same or a related cause during the term of the Plan. Where this happens within 12 months of the claim ending it will be considered a continuation of the claim.

In this case, the Waiting Period will not be reapplied; however, all periods of claim will be added together for the purpose of assessing the maximum Benefit Period.

If we have made payments for the full Benefit Period, you must return to full-time work for at least 12 consecutive months and perform all of the income producing duties of your Own Occupation without restriction before becoming eligible to submit a new claim for the same or related Sickness or Injury. A new Waiting Period and Benefit Period will then apply.

### **Death Benefit**

If the Life Insured dies while covered under Business Expense insurance, we will pay a lump sum equal to six times the monthly Benefit Amount, to a maximum of \$50,000.

## **8.2 Optional Benefits**

The Benefit Option listed below only applies if indicated in your Policy Schedule.

### **Accident Benefit Option**

If the Life Insured becomes Totally Disabled due to an Accident, we will waive the Waiting Period as long as the Life Insured is Totally Disabled for at least three consecutive days immediately following the Accident.

We will pay 1/30th of the Benefit Amount for each day of Total Disability from the start of Total Disability, for a maximum of the Waiting Period.

# 9 Limitations and Exclusions

These are the standard limitations and exclusions that apply to the Policy.

We are also not liable to pay a claim arising from, or in any way connected with, anything we have specifically excluded or adjusted in your Policy Schedule or is specified in any other part of this Policy.

## 9.1 Life insurance

### Exclusions

No payments will be made under Life insurance, and any optional benefits (if applicable), if the event giving rise to the claim is caused directly or indirectly by an intentional, self-inflicted act by the Life Insured:

- within 13 months after the Plan start date;
- within 13 months after the date of an applied for increase but only in respect of the increase amount; and
- within 13 months after the most recent date we agreed to reinstate either the Plan or Policy.

We will waive the above exclusion if, immediately prior to the commencement of cover, you had death cover on the Life Insured that was in force for at least 13 consecutive months (without the death cover being cancelled and/or reinstated) with TAL or another insurer, and you have replaced the death cover with Life insurance under this Policy. The waiver will only apply up to the level of cover you had with TAL or the other insurer. Should you reinstate your death cover, this exclusion will recommence from the date of reinstatement.

No premiums will be waived under the Premium Relief Option if the event giving rise to the claim is caused directly or indirectly by:

- an intentional, self-inflicted act by the Life Insured;
- pregnancy, unless disability continues for longer than three months after the pregnancy ends, in which case disability will be considered to have started the date the pregnancy ends.

If the Life insurance Benefit Amount is reinstated or purchased as a result of using the Double TPD or Double Critical Illness Option or repurchased using the Death Buy-Back Option on TPD insurance or the Death Buy-Back Benefit on Critical Illness insurance, or any similar option, the Inflation Protection Benefit, Guaranteed Future Insurability Benefit and Business Insurance Option do not apply.

Any cover bought back under the Death Buy-Back Option or Benefit (or benefit of a similar type or intent) will be issued subject to the limitations and conditions, exclusions and loadings which were applicable to the original Policy. Cover will also not extend to benefits (or benefits of a similar type or intent) which were not covered under the original Policy.

### Adjustments

Where the Policy Schedule indicates TPD insurance is Attached or Linked to Life insurance then payments under TPD insurance will reduce the Life insurance Benefit Amount by the amount paid.

Where the Policy Schedule indicates Critical Illness insurance is Attached or Linked to Life insurance then payments under Critical Illness insurance will reduce the Life insurance Benefit Amount by the amount paid.

### When Life insurance ends

Life insurance ends on the earlier of the:

- date we receive the Policy Owner's written request to cancel the Policy;
- Policy being cancelled as a result of non-payment of premiums;
- Policy anniversary prior to the Life Insured's 100th birthday;
- date we cancel or avoid the Policy as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you or the Life Insured prior to our acceptance of the Policy or because you made a fraudulent claim;
- death of the Life Insured; or
- full Benefit Amount being paid or reduced to nil.

When structured through TAL Super, cover for the Life Insured under Life insurance will end on the earlier of the:

- date we receive your written request to cancel the Policy or cover in respect of the Life Insured;
- Policy being cancelled as a result of non-payment of premiums;
- Policy anniversary prior to the Life Insured's 75th birthday (at which point You can effect Life insurance under this Policy by contacting us in writing);
- date we cancel or avoid the Policy as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you or the Life Insured prior to our acceptance of the Policy or because you made a fraudulent claim;
- death of the Life Insured; or
- full Benefit Amount being paid or reduced to nil.

## 9.2 Critical Illness insurance

### Exclusions

No payments will be made under Critical Illness insurance and any optional benefits (if applicable):

- if the event giving rise to the claim is caused directly or indirectly by an intentional, self-inflicted act by the Life Insured; or
- in the case of
  - Angioplasty
  - Coronary Artery Bypass Surgery
  - Cancer (excluding early stage cancers)
  - Heart Attack
  - Heart Valve Surgery
  - Open Heart Surgery
  - Out of Hospital Cardiac Arrest
  - Triple Vessel Angioplasty
  - Stroke (resulting in neurological deficit)
  - Carcinoma In Situ
  - Diagnosed Benign Brain Tumour
  - Early Stage Chronic Lymphocytic Leukaemia
  - Early Stage Melanoma (excluding Melanoma In Situ)
  - Adult onset insulin dependent diabetes mellitus diagnosed after age 30
  - Early Stage Prostate Cancer;

if the condition occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent to the Life Insured or would have become apparent to a reasonable person in the position of the Life Insured:

- within three months after the Plan start date;
- within three months after the date of an applied-for increase but only in respect of the increase; and
- within three months after the most recent date we agreed to reinstate either the Plan or Policy.

We will waive this three-month period if, immediately prior to the commencement of cover, we or another insurer covered the Life Insured for the same specified Critical Illness events and you have transferred your critical illness cover to Critical Illness insurance hereunder (and the transfer was not within our or the other insurer's three-month period). The waiver will only apply up to the level of critical illness cover that you had with us or the other insurer. Should you reinstate your cover, the three-month period will recommence from the date of reinstatement.

Unless Attached or Linked to Life insurance, no payment will be made under Critical Illness insurance unless the Life Insured survives a Critical Illness Event for at least 14 days.

No payment will be made under the Premium Relief Option if the event giving rise to the claim is caused directly or indirectly by:

- an intentional, self-inflicted act by the Life Insured;
- pregnancy, unless disability continues for longer than three months after the pregnancy ends, in which case disability will be considered to have started the date the pregnancy ends.

Under the Child's Critical Illness Option or the Child's Critical Illness Benefit no payments will be made for:

- Cancer (excluding early stage cancers)
- Heart Attack
- Stroke (resulting in neurological deficit);

if that event occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent:

- within three months after the Child's Critical Illness Option or the Child's Critical Illness Benefit start date; and
- within three months after the most recent date we agreed to reinstate either the Plan or Policy.

No payment will be made under the Child's Critical Illness Option or the Child's Critical Illness Benefit if the Critical Illness Event is caused directly or indirectly by the intentional act of a person who stands to derive a benefit from the claim payment.

Any cover bought back under the Critical Illness Reinstatement Option (or benefit of a similar type or intent) will be issued subject to the limitations and conditions, exclusions and loadings which were applicable to the original policy. Cover will also not extend to critical illness events (or events of a similar type or intent) which were not covered under the original policy.

### Adjustments

The Benefit Amount will be reduced by payments under the:

- Advancement Benefit;
- Angioplasty (Critical Illness Event)
- Paralysis Support Benefit;
- Needlestick Benefit; or
- Female Critical Illness Benefit.

Where Critical Illness insurance is Attached or Linked to Life insurance, the Benefit Amount will be reduced by any Death Benefit, Terminal Illness Benefit or TPD insurance Attached or Linked to Life insurance (if applicable) paid.

Where TPD insurance is Attached to Critical Illness insurance, payments under TPD insurance will reduce the Attached Critical Illness insurance Benefit Amount by the amount paid.

## When Critical Illness insurance ends

Critical Illness insurance ends on the earlier of the:

- date we receive your written request to cancel the Plan or Policy;
- Policy being cancelled as a result of non-payment of premiums;
- Policy anniversary prior to the Life Insured's 70th birthday for Critical Illness Events;
- for the Child's Critical Illness Option, the Policy anniversary prior to the Insured Child's 19th birthday, or the Critical Illness insurance under which this option applies end;
- date we cancel or avoid the Policy as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you or the Life Insured prior to our acceptance of the Policy or because you made a fraudulent claim;
- death of the Life Insured; or
- full Benefit Amount being paid.

If the Critical Illness insurance is Attached or Linked to Life insurance, the following provisions will also apply:

- if the Life insurance is in force at the Policy anniversary prior to the Life Insured's 70th birthday, then:
  - Critical Illness insurance will continue until the Policy anniversary prior to the Life Insured's 100th birthday;
  - the right to claim for Loss of Independent Existence (permanent) will continue; and
  - cover for all other Critical Illness Events will cease;
- if the Life insurance has lapsed or has been cancelled before the Policy anniversary prior to the Life Insured's 70th birthday, then:
  - if the Critical Illness insurance is Attached, it will cease on the date the Life insurance lapses or is cancelled; or
  - if the Critical Illness insurance is Linked, it will continue on terms and conditions applicable to Critical Illness insurance not Linked to Life insurance and cover will end at the Policy anniversary prior to the Life Insured's 70th birthday; and
    - there will be an increase in premium rates; and
    - the Death Buy-Back Benefit will cease;
- if the Life insurance lapses or is cancelled after the Policy anniversary prior to the Life Insured's 70th birthday, the Critical Illness insurance will cease on the date that the Attached or Linked Life insurance lapses or is cancelled.

## 9.3 TPD insurance

### Exclusions

No payment will be made under TPD insurance and any optional Benefits (if applicable) if the event giving rise to the claim is caused directly or indirectly by an intentional, self-inflicted act by the Life Insured.

No premiums will be waived under the Premium Relief Option if the event giving rise to the claim is caused directly or indirectly by:

- an intentional, self-inflicted act by the Life Insured;
- pregnancy, unless disability continues for longer than three months after the pregnancy ends, in which case disability will be considered to have started the date the pregnancy ends.

Unless Attached or Linked to Life insurance, no payment will be made under TPD insurance unless the Life Insured survives the Sickness or Injury which resulted in Total and Permanent Disability for at least 14 days.

### Adjustments

Where TPD insurance is Attached or Linked to Life insurance, the Benefit Amount will be reduced by any Death Benefit, Terminal Illness Benefit or Critical Illness insurance Attached or Linked to Life insurance (if applicable) paid.

Where TPD insurance is Attached to Critical Illness insurance, the Benefit Amount will be reduced by any Critical Illness insurance paid.

If Superlink TPD Insurance is reduced or increased under one Policy, Superlink TPD Insurance on the other Policy will be reduced or increased (as applicable) at the same time. If TPD is cancelled under the superannuation Policy, the non-superannuation Policy will also be cancelled; however, where TPD is cancelled under the non-superannuation Policy, cover will continue under the superannuation Policy, and Superlink TPD will no longer apply.

### When TPD insurance ends

TPD insurance ends on the earlier of the:

- date we receive the Policy Owner's written request to cancel the Plan or Policy;
- Policy being cancelled as a result of non-payment of premiums;
- Policy anniversary prior to the Life Insured's 65th birthday;
- Policy anniversary prior to the Life Insured's 100th birthday if Attached or Linked to Life insurance;

- date we cancel or avoid the Policy as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you or the Life Insured prior to our acceptance of the Policy or because you made a fraudulent claim;
- death of the Life Insured; or
- full Benefit Amount being paid.

Where TPD insurance is Attached or Linked to Life insurance, then the following provisions will also apply:

- if the Life insurance is in force on the Policy anniversary prior to the Life Insured's 65th birthday, then:
  - the TPD insurance will continue;
  - Loss of Independent Existence (permanent), Loss of use of Limbs (permanent) and Blindness (permanent and irreversible) will become the only definitions that apply to future claims under the TPD insurance where an 'Any Occupation' or 'Own Occupation' definition is shown in the Policy Schedule; and
  - the TPD insurance Benefit Amount will be restricted to a maximum of \$1,000,000;
- if the Attached or Linked Life insurance has lapsed or has been cancelled before the Policy anniversary prior to the Life Insured's 65th birthday, then:
  - if the TPD insurance is Attached, it will cease on the date the Life insurance lapses or is cancelled; or
  - if the TPD insurance is Linked, it will continue on the terms and conditions applicable to TPD insurance that is not Linked to Life insurance and cover will end at the Policy anniversary prior to the Life Insured's 65th birthday; and
    - there will be an increase in premium rates; and
    - the Death Buy-Back Option will cease;
- if the Attached or Linked Life insurance lapses or is cancelled after the Policy anniversary prior to the Life Insured's 65th birthday, TPD insurance will cease on the date the Attached or Linked Life insurance lapses or is cancelled.

## 9.4 Income Protection Super, Standard and Premier

### Exclusions

No payment will be made under Income Protection and any optional benefits, if the event giving rise to the claim is caused directly or indirectly by:

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

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

### Adjustments

Adjustments only apply to payments under the Total Disability Benefit and the Partial Disability Benefit.

If the occupation class of the Life Insured is AAA or AA+, a reduction will only be made if the Life Insured received other payment(s) through any other individual or group disability income insurance, credit or mortgage insurance not disclosed at the time of, or subsequently taken out after, Underwriting, increase in benefits or reinstatement of the Policy.

For all other occupation classes, a reduction will only be made if the Life Insured receives other payments through:

- any other individual or group disability income insurance, credit or mortgage insurance not disclosed at the time of, or subsequently taken out after, Underwriting, increase in benefits or reinstatement of the Policy; or
- workers' compensation, common law or statute where payments are in respect of the disability of the Life Insured and in calculating the payment the relevant authority did not, or could not, take into account payments due under the Plan.

When Income Protection is structured through superannuation, a reduction will only be made if the Life Insured receives other payments through:

- any other individual or group disability income insurance, credit or mortgage insurance;
- workers' compensation, common law or statute where payments are in respect of the disability of the Life Insured and in calculating the payment the relevant authority did not, or could not, take into account payments due under the Plan; or
- sick leave, where the Life Insured has accrued entitlements at the commencement of the Waiting Period and chooses to use those entitlements during the Benefit Period.

If the workers' compensation, common law, or statute payment is received as a lump sum, it will be converted to income on the basis of one per cent of the lump sum for each month that a disability benefit is paid. The disability payment will be calculated taking this figure into account for a maximum of eight years.

If an adjustment applies, it will be to ensure that the Benefit Amount plus the other payments is not greater than 75% of the first \$26,666 (\$320,000 pa) of Pre-Disability Earnings, 50% of the next \$20,000 (\$240,000 pa) to a maximum \$30,000 (\$360,000 pa) monthly Benefit Amount except in either of the following circumstances:

- where the monthly Benefit Amount is greater than \$30,000 (\$360,000 pa) through increases under the Inflation Protection Benefit, a reduction will apply to ensure the amount paid over \$30,000 is not greater than 20% of Pre-Disability Earnings greater than \$46,666 (\$560,000 pa); and

- where you have an additional benefit for a Benefit Period of one or two years in addition to the maximum Benefit Amount, a reduction will apply to the additional benefit to ensure the amount paid for this additional benefit plus the other payments is not greater than 20% of Pre-Disability Earnings greater than \$46,666 (\$560,000 pa) to a maximum of \$30,000 monthly Benefit Amount (\$360,000 pa).

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

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

In months where a benefit payment is reduced, a proportionate refund of premiums paid for the Life Insured will be made.

The refund will be  $A \times B$ , where:

A = the percentage reduction in the benefit payment; and

B = the average monthly premium over the 12 months prior to the claim starting.

The refund will be made for the lesser of 12 months or the number of months your Income Protection was in-force prior to the claim starting.

## Maximum Benefit Payable

Where you have Income Protection (Super, Standard or Premier), Retirement Protection Option or Disability Plus Option benefits payable, the maximum monthly Benefit Amount payable on any one claim is \$30,000, plus any increases applicable under the Inflation Protection Benefit. Where you also have an additional Benefit Amount for a Benefit Period of one or two years, this additional benefit (inclusive of Retirement Protection Option and Disability Plus Option) will also be restricted to \$30,000 plus any increases applicable under the Inflation Protection Benefit.

## When Income Protection Super, Standard and Premier end

Income Protection Super, Standard and Premier end on the earlier of the:

- date we receive the Policy Owner's or Your written request to cancel the Plan or Policy;
- Policy being cancelled as a result of non-payment of premiums;
- Policy anniversary prior to the Life Insured's 65th birthday for Benefit Periods of one year, two years, five years or 'to age 65';
- Policy anniversary prior to the Life Insured's 70th birthday for a Benefit Period 'to age 70';
- date we cancel or avoid the Policy as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you or the Life Insured prior to our acceptance of the Policy or because you made a fraudulent claim; or
- the death of the Life Insured.

## 9.5 Income Protection Optimal

### Exclusions

No payment will be made under Income Protection Optimal, if the event giving rise to the claim is caused directly or indirectly by:

- an intentional self-inflicted act by the Life Insured;
- uncomplicated pregnancy;
- War or an act of war, even if the disability manifests itself after the War or warlike activity; or
- any other specific event or cause agreed between you and us.

### Adjustments

For Income Protection Optimal, if the Life Insured is self employed and we classify his or her occupation as AAA or AA+, we will not reduce any Total Disability or Partial Disability Benefit payable because money is recoverable from other sources. In all other cases, we will recalculate the Total Disability or Partial Disability Benefit taking into account:

- payments from an employer or previous employer (such as sick leave);
- worker's compensation or social security payments in respect of lost income (excluding any specified pain or suffering component); and
- regular payments received from other disability or income protection insurance policies.

We will recalculate the Total Disability or the Partial Disability Benefit so the amount we pay, when added to the Life Insured's Earned Income and the other amounts listed above, does not exceed the benefit otherwise payable.

If any of the amounts listed above are paid as a lump sum, we will treat them as if they had been paid in the form of an equivalent annual amount calculated by our actuary by reference to the circumstances the payments were made.

If benefits are reduced in accordance with this provision, a proportionate refund of premiums paid will be made (where premiums are not otherwise being waived) as long as we are not obliged to pay the amount reduced to another entity. The refund will be calculated by multiplying the percentage reduction in Total Disability or Partial Disability Benefit by the monthly premium referable to the period of Total Disability or Partial Disability during which the benefit is reduced.

We will not reduce the Total Disability or Partial Disability Benefit by any payment that is an insured lump sum total and permanent disablement benefit, a lump sum critical illness benefit or a superannuation benefit.

### When Income Protection Optimal ends

Income Protection Optimal ends on the earlier of:

- the Policy anniversary prior to the Life Insured's 70th birthday;
- the death of the Life Insured;
- the date the Life Insured retires from a Gainful Occupation (with no intention of returning to a Gainful Occupation), other than as the result of Total Disability or Partial Disability;
- when the Policy is cancelled due to non-payment of premiums;
- the date we receive the Policy Owner's written request to cancel the Policy;
- the date we cancel or avoid the Policy as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you or the Life Insured prior to our acceptance of the Policy or because you made a fraudulent claim; or
- the Benefit Period ends.

## 9.6 Business Expense insurance

### Exclusions

No payment will be made under Business Expense insurance if the event giving rise to the claim is caused directly or indirectly by:

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

### Adjustments

Adjustments only apply to payments under Total Disability and Partial Disability Benefits.

A reduction will only be made if the Life Insured receives other payments through any other business expense insurance.

In months a benefit payment is reduced, a proportionate refund of premiums paid for the Life Insured will be made.

The refund will be  $A \times B$ , where:

A = the percentage reduction in the benefit payment; and

B = the average monthly premium over the 12 months prior to the claim starting.

The refund will be made for the lesser of 12 months or the number of months Business Expense insurance was in force prior to the claim starting.

### When Business Expense insurance ends

Business Expense insurance ends on the earlier of the:

- date we receive the Policy Owner's written request to cancel the Policy;
- Policy being cancelled as a result of non-payment of premiums;
- Policy anniversary prior to the Life Insured's 65th birthday;
- date we cancel or avoid the Policy as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you or the Life Insured prior to our acceptance of the Policy or because you made a fraudulent claim; or
- death of the Life Insured.

# 10 General Policy Conditions

## Jurisdiction

This Policy will be interpreted in accordance with New South Wales law and is subject to the exclusive jurisdiction of the Courts of Australia.

## Statutory Fund

The Policy will be issued from TAL's No. 1 Statutory Fund.

## Headings

Headings in the Plan conditions have been included to assist understanding but they do not alter how clauses are to be interpreted (unless stated otherwise or the context indicates the contrary). Where the context provides for it, words indicating the singular can be taken to mean the plural and vice versa.

## Guarantee of Upgrade

Where improvements are made to Plan/Policy conditions without increasing the premium rates, these improved conditions will be included in your Policy. You will be notified of the changes and improvements via one or more of, notice in writing, on our website and via your adviser. In the unlikely event you and a Life Insured are unexpectedly disadvantaged in any way; the former wording of the condition will apply. If the Life Insured has any existing symptoms prior to an improved condition being included, payment under the improved condition will not be made.

## Changes to Your Policy

The conditions of the Policy can be changed if required, but only if agreed to by both you and us. TAL reserves the right to apply an underwriting assessment to any Policy alteration that requires underwriting. Any change must be confirmed in writing by an authorised member of our staff.

This section does not restrict our ability to change your Policy conditions as permitted under the Insurance Contracts Act if you fail to comply with the Duty of Disclosure.

## Obsolete criteria due to advancements in medical practice

Where a measure, scale, or other diagnostic technique or methodology used in this Policy Document (the obsolete term) has, in common usage, been superseded by a new measure, scale or other diagnostic technique or methodology (the new term), this Policy Document is to be read so the new term replaces the obsolete term unless to do so would materially disadvantage us.

## Cancellations and Refunds

If you wish to cancel your Policy you may be entitled to a refund of a proportion of the premium pursuant to our refund policy.

If your Policy is structured through superannuation in refunding premiums paid this payment is subject to preservation rules as required by superannuation law.

## 10.1 Premiums and Charges

### Stepped premiums

If you select stepped premiums, the amount you pay will generally increase at each Policy anniversary.

### Level premiums

If you select level premiums, the amount you pay will be based on the Life Insured's age at the Plan start date. This generally means your premium will only increase if:

- you include a new Plan or benefit option in your Policy;
- your Benefit Amount increases, including through the Inflation Protection Benefit;
- Level Premiums revert to stepped Premiums due to the age of the Life Insured;
- the Policy fee increases;
- the rates in the premium rate table increase;
- Policy discounts no longer apply; or
- Government duties or charges increase.

Where you choose to increase your cover, the rates used to calculate premiums for the alteration will be based on the Life Insured's age at that time.

Where Level premium to age 65 is shown in Your Policy Schedule, they will revert to stepped premiums on the Policy anniversary preceding the Life Insured's 65th birthday. Where Level premium to age 70 is shown in Your Policy Schedule, they will revert to stepped premiums on the policy anniversary preceding the Life Insured's 70th birthday.

### Changes in premium

We can increase the rates or Policy fees. If we do increase our premium rates or Policy fees, you will be advised of the change prior to the increase taking effect. Premium rates are guaranteed not to change prior to the first anniversary of the Policy.

Level premium rates for Life insurance are guaranteed not to increase until the Policy anniversary date prior to the Life Insured's:

- 65th birthday, where Level Premium to age 65 is selected; or
- 70th birthday where Level Premium to age 70 is selected,

except if due to any increase due to any tax, duty or charge introduced by Government.

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

### Policy Fee

The Policy fee is included as part of each premium instalment. The Policy fee will be increased on each anniversary by the greater of the Indexation Factor or five per cent.

The policy fee changes with different premium frequency options:

Premium frequency	Per instalment
Yearly	\$77.00
Half-Yearly	\$38.50
Quarterly	\$21.00
Monthly	\$7.00

### Payment frequency

Premiums are payable either yearly, half-yearly, quarterly or monthly. A frequency discount may apply for premiums paid half-yearly or yearly.

All premiums are payable in advance, by the due date shown in your Policy Schedule.

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

Only payments made quarterly, half-yearly and yearly can be made by cheque or BPAY®.

Where structured through superannuation and payments are made annually you may pay by rollover. Before deciding your payment structure, we recommend that you seek advice from your financial adviser.

### Non-payment or late payment of premium

If we do not receive your premium payment by the due date, we will send out a notice which will inform you that your policy will be cancelled if we do not receive your premium payment by the date stated in the notice. This notice will allow at least 30 days beyond the premium due date for you to pay the overdue premium. If we do not receive the payment of the premium by the date stated in the notice, your policy will be cancelled.

If this happens, you will need to apply to have your Policy reinstated if you continue to require the cover, or you may need to apply for a new Policy. Reinstatement is not guaranteed. We reserve the right to decline your application for reinstatement or offer reinstatement with altered terms and conditions.

### Payment method

Premiums may be paid by:

- Direct debit;
- Credit card;
- Cheque; or
- BPAY® (Biller Code 7955)
- rollover where structured through TAL Super (yearly payments only).

If you select to pay your premiums by credit card, we may pass any related charges on to you.

### Reinstating a cancelled Policy

You are able to apply for reinstatement of a cancelled Policy within 12 months of the Policy being cancelled. To do this a reinstatement application must be completed. This application will be subject to Underwriting and extra information may be required. You will also be required to pay all premium arrears.

If the Policy has been cancelled for more than 12 months you can choose to apply for a new Policy, however, any new Policy application will be subject to full Underwriting.

We reserve the right to decline an application for reinstatement if you allow the Policy to repeatedly be cancelled due to non-payment, or on the basis of our Underwriting assessment.

We reserve the right to offer reinstatement with amendments to the terms of your cover.

If we reinstate your Policy or any Plan under it, no claim payment will be made for any:

- Injury or death which occurred while your Policy or Plan was cancelled; or
- Sickness, including Terminal Illness, that became apparent, while your Policy or Plan was cancelled.

In order for a claim to be paid, an event giving rise to a claim must occur while the Policy or Plan is in force.

Any application for reinstatement is subject to your duty of disclosure obligations.

This will not preclude you from making a claim for an event occurring after reinstatement if you disclosed this Injury or Sickness in your application for reinstatement and Underwriting accepted the reinstatement without an exclusion for that Injury or Sickness.

If a claim is payable after your premium is due, but before your Policy is cancelled, we will pay the claim in line with the respective Policy conditions. When this occurs, any outstanding premiums will be deducted from the claim amount.

## 10.2 Claims

### Notifying us of a claim

We understand the benefits of early engagement and we will support you through the claims process. If you wish to make a claim against the Policy, you must contact us at the earliest possible opportunity otherwise claim payments may be reduced to the extent the ability to assess the claim has been prejudiced by the delay in being able to adequately assess the claim.

Our contact details can be found in Part 1 of this Policy Document. We will send you a claim form and explain in detail our requirements and what the next steps are.

### Payment of Premiums

Whilst we assess your claim and unless we tell you otherwise, it is important to continue to pay premiums to ensure your cover is not cancelled.

### Formal Claim Notification

For the purpose of the Critical Illness Insurance Death BuyBack Benefit, the Critical Illness Reinstatement Option and the TPD Insurance Death Buy-Back Option formal claim notification requirements consist of sufficient details of the claim to enable our assessment of the claim to commence including the Policy number, the condition claimed for and the date of the event or diagnosis.

### Claim requirements

Where we request an examination, assessment or financial information by a person we nominate, we will pay the cost for this service. Other costs which may be incurred for example, with completing claim forms, providing financial information as required, is not payable by us.

An event giving rise to a claim must occur at a time while your insurance cover is in force and claim payments can only be made, start to accrue or continue while appropriate cover is in place.

#### Administrative Requirements

You may be requested to provide the following information, as advised by your case manager, to support your claim:

- a completed claim form;
- the Policy Schedule;
- proof of the event for which a claim is being made;
- proof of payment, when a claim for reimbursement is being made;
- proof of age (unless previously provided); and
- proof of probate and a death certificate for death claims.

You may also need to provide:

- proof of Policy ownership; and
- a signed discharge from an authorised person.

#### Medical Requirements

We must be satisfied of our liability to pay a benefit. Depending on the type of claim and your individual circumstances, you may be required to provide or undertake the following:

- an examination of the Life Insured by a Medical Practitioner of our choice. This may involve imaging studies and clinical, histological and laboratory evidence;
- examination by an appropriate specialist Medical Practitioner registered in Australia or New Zealand (or other country approved by us), not being the Life Insured, you, the Life Insured's partner or spouse, or your partner or spouse;
- proof that a surgical procedure was medically necessary and was the usual treatment for the underlying condition.

For Terminal Illness Benefit claims, two Medical Practitioners must certify the extent of the Sickness or Injury, one being the specialist Medical Practitioner treating the condition and the other being a Medical Practitioner nominated by us who must confirm the diagnosis and life expectancy.

For Income Protection and Business Expense insurance you will be required to provide an initial medical attendants report and monthly medical certificates as determined by your case manager.

#### Financial Requirements

For Income Protection and Business Expense insurance you will be advised if you are required to provide:

- verification of the Life Insured's Monthly Earnings, Earned Income and Business Expenses stated in the application<sup>1</sup>; and/or
- verification of the Life Insured's Monthly Earnings, Earned Income and Business Expenses before and after the event giving rise to your claim;
- an audit of the Life Insured's business and personal financial circumstances as often as is required. This may include auditing documents that constitute a legal requirement such as business and personal taxation returns and profit and loss statements.

<sup>1</sup> Subject to the duty of disclosure, if proof of income of the life insured's Monthly Earnings or Earned Income has been provided at the time of the application being submitted, this will not need to be submitted again at the time of claim to justify the Benefit Amount for Agreed Value contracts.

For Income Protection Super, to comply with SIS Regulations at claim time you will be required to provide proof of earnings, even if your policy is Agreed Value.

If required, the trustee will deduct any tax payable from any benefit payment made from the fund.

### **Interview Requirements**

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

### **Other Information Requirements**

We may also request:

- access to details of the Life Insured's previous medical consultations;
- assessment of current functional and vocational capacity by an appropriately qualified person selected by us; or
- obtaining information from various parties, subject to appropriate consent, including you and the Life Insured (if applicable), in relation to your claim, by a member of our staff or someone appointed by us, as often as is required. This may include, but not be limited to, details of any previous Injury or Sickness claims in relation to the Life Insured and details of previous occupation duties.

### **Following advice of a Medical Practitioner**

Claim payments will be dependent on the Life Insured following the reasonable advice of a Medical Practitioner.

This includes following and actively participating in a recommended course of treatment and rehabilitation for any conditions on which the claim is being made.

If the Life Insured is in Australia and becomes disabled and subsequently travels or resides outside Australia, claim payments will only be made if, in travelling or residing outside Australia, the Life Insured is following the advice of the treating Medical Practitioner. In this instance the case manager should be advised in advance of the Life Insured's start date of travel.

If the Life Insured is outside Australia and becomes disabled, the entitlement to claim may be suspended where we are unable to appraise the medical opinion or data relied upon by you. Consequently, the Life Insured may have to return to Australia for medical assistance for the claim to be assessed.

### **We may cancel a Policy for a fraudulent claim**

If you make a fraudulent claim under your Policy or another policy you have with us, then we may cancel your Policy.

### **Your obligation regarding disability duration and severity**

In providing you with this Policy, we have contracted to insure the Life Insured on the basis of the agreed cover. While we have accepted the risks associated with any potential loss, you and the Life Insured also have an obligation to mitigate your loss. You and the Life Insured must not knowingly contribute to the severity or longevity of the Life Insured's disablement or your claim may not be accepted.

We may reduce or decline to pay benefits during any period or periods of Total Disability or Partial Disability caused by failure to seek and follow medical advice or treatment. We will waive this requirement if, in the opinion of the Medical Practitioner, continued or future treatment would be of no benefit.

### **Payment of claim**

If you are legally competent to apply for a claim and your claim is accepted, all benefits will be paid to you or your legal personal representative. If your claim is accepted and you are judged to not be legally competent, we will pay any respective benefits to whomever we are legally permitted to make payments.

If the Policy is owned by a trustee of a complying superannuation fund and your claim is accepted, all benefits will be paid to the trustee.

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

If cover is provided under Income Protection Super, Standard or Premier, or Business Expenses insurance, and a claim is made for a period of disability of less than one month, it will be paid on a pro-rata basis. The payment will be made at a rate of 1/30th of the Benefit Amount for each day the Life Insured is Totally Disabled or Partially Disabled.

### **Misstatement of age**

If the age of the Life Insured has been incorrectly provided and the premium paid is lower than required, any claim payments that are subsequently made will be reduced. If the premium paid is higher than required, any overpaid premiums will be refunded.

If the date of birth of the Life Insured has been incorrectly provided and the expiry date of the Policy would have been different had the correct date of birth been provided, then we may vary the Policy by changing its expiry date to the date that would have been the expiry date if the Policy had been based on the correct date of birth.

# 11 Definitions

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

## 11.1 General Definitions

**Accident** or **Accidental** unless under Income Protection Optimal means an accident caused wholly by violent, accidental, external and visible means.

**Accident** under Income Protection Optimal means an Injury caused solely and directly by accidental, violent, external and visible means that stops the Life Insured performing one or more of the duties of his/her Own Occupation necessary to produce income as confirmed by a Medical Practitioner and the Life Insured is not engaged in his/her Own Occupation nor any other gainful occupation.

**Activities of Daily Living (ADL)** are:

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

**Attached** or **Attaching** means where under one Policy:

- Critical Illness insurance is added as a benefit to Life insurance;
- TPD insurance is added as a benefit to Life insurance; or
- TPD insurance is added as a benefit to Critical Illness insurance.

A payment under one will effect a corresponding reduction in the Benefit Amount payable under the other (Attached) insurance and a reduction in the total premium payable.

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

**Benefit Amount** under Life insurance, Critical Illness insurance and TPD insurance is the respective lump sum amount shown in the Policy Schedule as applicable, after taking into account increases or reductions, applying:

- under the conditions of Life insurance, Critical Illness insurance and TPD insurance or option(s); or
- in line with a request by you that is agreed to by us.

**Benefit Amount** under Income Protection Super and any optional benefits, means the monthly benefit. The amount we pay you is determined by the option you have chosen (Agreed Value or Indemnity) at time of application.

If you have chosen 'Agreed Value' as specified in your Policy Schedule, the benefit we will pay is the lesser of the following amounts:

- the Benefit Amount shown in your Policy Schedule, plus any increases under the Inflation Protection Benefit; and

- average Monthly Earnings in the 12 month period immediately prior to the Sickness or Injury occurring,

less any Income Protection Adjustments if applicable.

If you have chosen 'Indemnity' as specified in your Policy Schedule, the initial benefit we will pay is the lesser of the following amounts:

- the Benefit Amount shown in your Policy Schedule, plus any increases under the Inflation Protection Benefit; and
- 75% of the first \$26,666 (\$320,000 pa) of Monthly Earnings, 50% of the next \$20,000 (\$240,000 pa), to a monthly Benefit Amount of \$30,000 (\$360,000 pa), plus 20% of all Monthly Earnings greater than \$46,666 (\$560,000 pa) earned by the Life Insured in the 12 month period immediately prior to the Sickness or Injury occurring,

less any Income Protection Adjustments if applicable.

Where you have an additional Benefit Amount for a Benefit Period of one or two years in addition to the maximum monthly Benefit Amount and you have chosen 'indemnity' as specified in your Policy Schedule, the initial benefit we will pay is the lesser of the following amounts:

- the Benefit Amount shown in your Policy Schedule plus any increases under the Inflation Protection Benefit; and
- 20% of all Monthly Earnings greater than \$46,666 (\$560,000 pa), earned by the Life Insured in the 12 month period immediately prior to the Sickness or Injury occurring,

less any Income Protection Adjustments if applicable.

If the Benefit Period selected is 'to age 70' and the Life Insured's Total Disability or Partial Disability starts after the Life Insured's 65th birthday, the Benefit Amount payable for the duration of the claim will be reduced based on the Life Insured's age at the start of the Waiting Period according to the table on the following page.

**Benefit Amount** under Income Protection (Standard and Premier) and any optional benefits, means the monthly benefit. The amount we pay you is determined by the option you have chosen (Agreed Value or Indemnity) at time of application.

If you have chosen 'Agreed Value' as specified in your Policy Schedule, the Benefit Amount we will pay is the Benefit Amount shown in your Policy Schedule plus any increases under the Inflation Protection Benefit and less any Income Protection Adjustments if applicable.

If you have chosen 'Indemnity' as specified in your Policy Schedule, the initial benefit we will pay is the lesser of the following amounts:

- the Benefit Amount shown in your Policy Schedule, plus any increases under the Inflation Protection Benefit; and
- 75% of the first \$26,666 (\$320,000 pa) of Monthly Earnings, 50% of the next \$20,000 (\$240,000 pa), to a monthly Benefit Amount of \$30,000 (\$360,000 pa), plus 20% of all Monthly Earnings greater than \$46,666 (\$560,000 pa) earned by the Life Insured for any consecutive 12 month period in the three years immediately prior to the Sickness or Injury occurring,

less any Income Protection Adjustments if applicable.

Where you have an additional Benefit Amount for a Benefit Period of one or two years in addition to the maximum monthly Benefit Amount and you have chosen 'Indemnity' as specified in your Policy Schedule, the initial benefit we will pay is the lesser of the following amounts:

- the Benefit Amount shown in your Policy Schedule plus any increases under the Inflation Protection Benefit; and
- 20% of all Monthly Earnings greater than \$46,666 (\$560,000 pa),

less any Income Protection Adjustments if applicable.

If the Benefit Period selected is 'to age 70' and the Life Insured's Total Disability or Partial Disability starts after the Life Insured's 65th birthday, the Benefit Amount payable for the duration of the claim will be reduced based on the Life Insured's age at the start of the Waiting Period according to the following table:

Age Attained	% of Benefit Amount
66	80%
67	60%
68	40%
69	20%

**Benefit Amount** under Income Protection Optimal means the 'Benefit Amount' shown in your Policy Schedule plus any increases under the Inflation Protection Benefit.

**Benefit Amount** under Business Expense insurance means the monthly benefit. The initial benefit we will pay is the lesser of the Benefit Amount shown in your Policy Schedule plus any increases under the Inflation Protection Benefit and the actual Business Expenses incurred.

**Benefit Period** under Income Protection (Super, Standard and Premier) and Business Expense insurance means the period when disability benefits accrue. The maximum Benefit Period is shown in your Policy Schedule.

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

**Benefit Period** under Income Protection Optimal means the maximum period of time in relation to the applicable cover for which a benefit on Total Disability and, if applicable, Partial Disability, is payable in relation to an incidence of disability.

**Blindness (permanent and irreversible)** means the permanent Loss of Sight of both eyes.

**Business Expenses** means the normal day-to-day fixed expenses in running the Life Insured's business and generally includes accounting fees, advertising, audit fees, business insurance premiums, cleaning, costs ordinarily incurred in the employment of non-revenue generating employees, gas, heating, interest payments, leasing costs, net costs of a locum (a person sourced external to the Life Insured's business and is a direct replacement for the Life Insured. The 'net cost of a locum' arises when the gross sales, income or billings generated by the locum are less the fees incurred for that locum), professional dues, rates, rent and telephone charges.

When the Life Insured directly or indirectly owns all or part of the business in which the Own Occupation of the Life Insured is performed, a claimable Business Expense is all or part of any payment which:

- is a payment or expense properly incurred by the business in its normal running as an ongoing concern;
- is not a cost of setting up or winding down the business;
- is not a payment of salary, wages or otherwise, paid directly or indirectly to an Immediate Family Member to the extent that the Immediate Family Member does not actively work in the business. Where the Immediate Family Member actively works in the business they must have been employed for more than 30 days before the date of the Life Insured's disability;
- is not a payment of a private or domestic nature; and
- is not a payment of capital of any kind except a payment of capital can be a claimable Business Expense where it is for the reduction of ongoing principal under a loan or security relevant to the Life Insured's Business and:
  - a) the loan or security was in place for at least 6 months prior to the date of the Life Insured's disability and is directly related to an identifiable business asset or assets; and
  - b) a repayment of ongoing principal which is no greater and not dissimilar to the payments which had been incurred under the loan or security for a least 6 months prior to the date of the Life Insured's disability.

If the Life Insured is not the sole owner of the business, Business Expenses refers to the percentage of the payments, of the kind set out above, which is fairly and reasonably apportionable to the Life Insured. This will be determined in line with the usual manner that the profits and/or losses of the business are divided between the Life Insured and any co-owners of the business.

The phrase 'the Life Insured directly or indirectly owns all or part of the business' will include:

- a professional practice; and
- the Life Insured owning all or part of the business through another legal entity.

Unless provided above, the acquisition costs of the following are generally not claimable as Business Expenses: equipment, fittings, fixtures, implements, merchandise, products or wares. Personal remuneration, salaries of revenue-generating employees are also generally not claimable.

If at the time of a claim, business expenses are included that were not incurred, or were not incurred to the same extent or at the equivalent time in the 12 months prior to the disability starting, those expenses will only be payable if they are necessary to generate profit to the business during the period of the claim.

**Carer** means the Life Insured provides everyday care to an Immediate Family Member due to disability or injury to enable them to live at home. The care must be necessary for medical reasons and have not been required before the Policy commencement. It must also be, in the opinion of a Medical Practitioner, likely to be required for a continuous period of at least six months.

**Earned Income** means:

- a) if paragraph (b) does not apply, annual salary, fees, commissions, bonuses and any other income considered part of the Life Insured's remuneration package, earned by him or her for services performed; or
- b) if the Life Insured is self-employed, a working director or partner in a partnership, total annual income earned in the conduct of the business or profession due to the Life Insured's personal exertion less their share of business expenses necessarily incurred in the conduct of the business or profession.

In either case, Earned Income does not include any income which is not generated by the Life Insured's personal or vocational activities.

Income paid from other disability income policies, retirement plans, lump sum disability payments, rental income and investment income are some examples of income we would not consider part of Earned Income.

**Exposure Prone Procedures** means contact by the skin with sharp surgical instruments, needles, or splinters of bone or teeth in poorly visualised or confined body sites.

**Gainful Occupation** under Income Protection (Super, Standard and Premier) and Business Expense insurance means an occupation in which the Life Insured is working and as a result generates Monthly Earnings.

**Gainful Occupation** under Income Protection Optimal means an occupation in which the Life Insured is working and as a result generates Earned Income.

**Immediate Family Member** means spouse, partner, de-facto, children, parents and siblings.

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

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

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

**Injury** means a bodily Injury suffered by the Life Insured.

**Limb** means an arm, leg, hand or foot. In respect of this definition, the hand or foot starts from the wrist or ankle joint, respectively.

**Linked** or **Linking** means the connection of two separate Policies whereby the payment under a Plan purchased under one Policy effects a corresponding reduction in the Benefit Amount payable under the other (Linked) Policy and a reduction in the total premium payable.

**Long Term Leave** is any leave period longer than four weeks such as any unpaid leave, maternity or paternity leave, a sabbatical, or leave taken to allow you to work for a charitable organisation.

**Loss of Independent Existence (permanent)** means Significant Cognitive Impairment or the total and irrecoverable loss of ability, due to Sickness or Injury, to perform at least two of the Activities of Daily Living without the physical assistance of another person.

**Loss of use of a Single Limb (permanent)** means the total and irrecoverable loss of use of one Limb.

**Loss of use of Limbs (permanent)** means the total and irrecoverable loss of use of two or more Limbs.

**Loss of Sight (permanent)** means the total and irrecoverable loss of sight (whether aided or unaided) in an eye, as a result of Sickness or Injury to the extent that visual acuity in the eye, on a Snellen Scale after correction by a suitable lens is less than 6/60, or to the extent that the visual field is reduced to 10 degrees or less of arc.

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

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

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

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

**Mental Illness** includes any mental disorder including, but not limited to, anxiety, depression, stress, fatigue, post traumatic stress disorder, insomnia, exhaustion or fibromyalgia, physical complication of psychiatric disorders, drug or alcohol abuse, cognitive impairment, behavioural disorders or complications thereof.

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

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

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

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

**Normal Domestic Duties** means:

- Cooking meals – to use kitchen and cooking utensils, appliances and equipment to prepare more than the most basic meals for oneself and/or others; and
- Cleaning the home – to use domestic appliances and equipment to clean and maintain a home and do laundry to basic standards; and
- Shopping for food – to shop for everyday household provisions; and
- Driving a car – the physical ability to drive a car; and
- Providing care for children and/or dependent adults (where applicable).

**Own Occupation** under Life insurance, Critical Illness insurance and TPD insurance is the occupation in which the Life Insured was working immediately prior to the Sickness or Injury causing disability.

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

**Own Occupation** under Income Protection Super, Standard and Optimal, and Business Expense insurance, is the occupation in which the Life Insured was working immediately prior to the Sickness or Injury causing disability, unless the Life Insured:

- was working in that occupation for less than ten hours a week; or
- was unemployed or on sabbatical, long service, maternity or paternity leave for more than 12 months,

in which case 'Own Occupation' will be any occupation the Life Insured is suited by training, education or experience.

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

**Own Occupation** under Income Protection Premier is the occupation in which the Life Insured was working immediately prior to the Sickness or Injury causing disability, unless the Life Insured was unemployed or on sabbatical, long service, maternity or paternity leave for more than 12 months, in which case 'Own Occupation' will be any occupation the Life Insured is suited by training, education or experience.

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

**Partial Disability** and **Partially Disabled** under Income Protection Super and Standard, and Business Expense insurance, mean that, solely because of a Sickness or Injury the Life Insured:

- is working or capable of working; and
- is following the advice of a Medical Practitioner; and
- has suffered a reduction of 20% or more, in the ability to:
  - generate Monthly Earnings; or
  - perform the income-producing duties; or
  - maintain the same number of hours worked, in the Life Insured's Own Occupation.

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

- is working in his or her Own Occupation or any Gainful Occupation, but in a reduced capacity; and
- is following the advice of a Medical Practitioner; and
- has suffered a reduction of 20% or more, in the ability to:
  - generate Monthly Earnings; or
  - perform the income-producing duties; or
  - maintain the same number of hours worked, in the Life Insured's Own Occupation.

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

- is unable to perform one or more of the important income-producing duties of the Life Insured's Own Occupation; and
- is following the advice of a Medical Practitioner; and
- has suffered a reduction in Earned Income.

**Pre-Disability Earnings** under Income Protection Super means the average Monthly Earnings of the Life Insured in the 12 month period immediately prior to the start of the Waiting Period.

**Pre-Disability Earnings** under Income Protection (Standard and Premier) and Business Expense insurance means:

If 'Agreed Value' is shown in your Policy Schedule, the highest average Monthly Earnings of the Life Insured for any consecutive 12 month period between the date three years before the Plan start date and the start of the Waiting Period.

If a claim occurs in the 12 months subsequent to an underwritten increase in the Benefit Amount of Income Protection or Business Expense insurance, Pre-Disability Earnings will then have a minimum value of the Benefit Amount (excluding any benefit options) divided by 0.75 for the first \$19,999 and 0.50 for the next \$10,000, except where you have an additional benefit for a Benefit Period of one or two years in addition to the maximum Benefit Amount then the Pre-Disability Earnings for that benefit will then have a minimum value of the Benefit Amount (excluding any benefit options) divided by 0.20.

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

If 'Indemnity' is shown in your Policy Schedule, the highest average Monthly Earnings of the Life Insured for any consecutive 12 month period in the three years immediately prior to the start of the Waiting Period.

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

**Pre-Disability Earnings** under Income Protection Optimal means the Life Insured's highest average monthly Earned Income in any 12 consecutive months in the two years prior to the current claim. The maximum level of Pre-Disability Earnings is the Benefit Amount divided by 0.75 for the first \$19,999, 0.50 for the next \$10,000 and 0.20 for the remainder.

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

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

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

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

- designed to assist the Life Insured in returning to work in their Own Occupation; and
- developed by an appropriately qualified vocational or occupational rehabilitation specialist.

General medical consultations and medical therapy consultations, including but not limited to, physiotherapy, psychotherapy and hydrotherapy, are excluded.

**Sickness** means an illness or disease suffered by the Life Insured, as confirmed by a Medical Practitioner.

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

**Superlink or Superlinked** means the connection of two separate Policies, one issued to the trustee of a superannuation fund and the other issued outside of superannuation. In the event no amount is payable under the superannuation Policy, or the amount payable is restricted, a payment may be made through the non-superannuation Policy, subject to the Life Insured meeting the terms and conditions of the non-superannuation Policy. The maximum benefits payable under both Policies will never exceed the amount that would have been payable under a single Policy outside of superannuation.

**Superlink IP** allows Income Protection Standard or Income Protection Premier to be Superlinked to an Income Protection Super Policy.

If you select the Superlink option, two policies will be issued. An Income Protection Super Policy will be issued to the trustee of a superannuation fund, and a second non-superannuation Income Protection Standard Policy or Income Protection Premier Policy will be issued to the Life Insured and Superlinked to the Income Protection Super Policy. Your Policy Schedules will indicate where Superlink applies for Income Protection.

The following conditions apply for the two policies:

- the Income Protection monthly Benefit Amount, Type of Cover (Agreed Value or Indemnity), Waiting Period, Benefit Period, and any loadings or exclusions (if applicable) of each Policy must always be the same;
- in the event Income Protection is reduced or increased under one Policy, Income Protection on the other Policy will be reduced or increased (as applicable) at the same time;
- should Income Protection be cancelled under the Income Protection Super Policy, the non-superannuation Policy will also be cancelled; however, where Income Protection is cancelled under the non-superannuation Policy, cover will continue under the Income Protection Super Policy, and Superlink IP will no longer apply;
- the maximum benefits payable under both Policies will never exceed that which would be payable under a single Income Protection Standard or Income Protection Premier Policy (as applicable).

Claims will first be assessed with reference to the terms and conditions under the Income Protection Super Policy, and any amount payable will be paid to the trustee of the superannuation fund on your behalf. Any benefits not payable under the Income Protection Super Policy may be paid under the non-superannuation Policy, subject to the Life Insured meeting the applicable terms and conditions.

Where the Life Insured suffers a Scheduled Injury, a benefit will be paid under the Scheduled Injury Benefit. Any subsequent benefit entitlement after the Payment Period for the Scheduled Injury Benefit will then be assessed in the manner as described in the paragraph above.

**Superlink TPD** allows you to purchase TPD insurance with an 'Own Occupation' definition of TPD where the "Any Occupation" definition component of the TPD Insurance is held within superannuation and the "Own Occupation" definition component is held outside of superannuation.

Two Policies will be issued, one of which will be issued to the trustee of a superannuation fund, and the other will be issued outside of superannuation. These policies will be Linked and the following additional conditions apply:

- the TPD Benefit Amount, any optional benefits selected, and any loadings or exclusions (if applicable) of each Policy must always be the same;
- in the event that TPD Insurance is reduced or increased under one Policy, TPD Insurance on the other Policy will be reduced or increased (as applicable) at the same time;

- should TPD be cancelled under the superannuation Policy, the non-superannuation Policy will also be cancelled; however, where TPD is cancelled under the non-superannuation Policy, cover will continue under the superannuation Policy, and Superlink TPD will no longer apply.

Claims will first be assessed using the “Any Occupation” definition and the SIS definition of Permanent Incapacity under the superannuation Policy. If these definitions are satisfied the Benefit Amount insured will be paid to the trustee. If these definitions are not satisfied, the claim will be assessed using the ‘Own Occupation’ definition of TPD under the non-superannuation Policy and any Benefit Amount payable will be paid to the Policy Owner.

Claims will only be considered under the non-superannuation Policy where the SIS definition of Permanent Incapacity is not satisfied.

Your Policy Schedules will indicate when Superlink TPD applies.

**TAL Super** means a plan within the Retail Division in the Mercer Super Trust (ABN 19 905 422 981) sponsored by TAL Services Limited.

**Terminally Ill** and **Terminal Illness** means an illness or condition where, after having regard to the current treatment or such treatment as the Life Insured may reasonably be expected to receive, the Life Insured has a life expectancy of less than 12 months.

When Life Insurance is structured through superannuation, the Life Insured must also satisfy the SIS definition of Terminal Medical Condition.

**Total and Permanent Disability** and **Totally and Permanently Disabled** when Any Occupation is shown in Your Policy Schedule mean that:

- solely because of a Sickness or Injury, the Life Insured has not been working in any occupation for three consecutive months and, in our opinion, after consideration of medical and any other evidence, is incapacitated to such an extent as to render the Life Insured unlikely ever to be able to work in any occupation for which they are reasonably suited by training, education or experience which would pay remuneration at a rate greater than 25% of the Life Insured’s earnings during their last 12 months of work; or
- solely because of a Sickness or Injury, the Life Insured has suffered at least 25% impairment of Whole Person Function and has not been working in any occupation, and, in our opinion, after consideration of medical and any other evidence, is incapacitated to such an extent as to render the Life Insured unlikely ever to be able to work in any occupation for which they are reasonably suited by training, education or experience which would pay remuneration at a rate greater than 25% of the Life Insured’s earnings during their last 12 months of work; or
- the Life Insured suffers:
  - Blindness (permanent and irreversible); or
  - Loss of use of Limbs (permanent); or
  - Loss of Sight and use of a single Limb (permanent); or

- the Life Insured is totally and permanently unable to perform at least two of the five Activities of Daily Living without the physical assistance of another person; or
- where the Life Insured has been solely performing Normal Domestic Duties for more than 12 consecutive months immediately prior to the Sickness or Injury that gives rise to the claimable event:
  - the Life Insured has not been able to perform the Normal Domestic Duties for three consecutive months; and
  - in our opinion, after consideration of medical and any other evidence, is incapacitated to such an extent as to render the Life Insured unlikely ever to be able to perform all of the Normal Domestic Duties.

When cover is structured through superannuation, the Life Insured must also satisfy the SIS definition of Permanent Incapacity.

From the Policy anniversary prior to the Life Insured’s 65th birthday, ‘Total and Permanent Disability’, and ‘Totally and Permanently Disabled’ mean that the Life Insured suffers:

- Loss of Independent Existence (permanent); or
- Loss of use of Limbs (permanent); or
- Blindness (permanent and irreversible).

**Total and Permanent Disability** and **Totally and Permanently Disabled** when Own Occupation is shown in Your Policy Schedule mean that:

- solely because of a Sickness or Injury, the Life Insured has not been working in their Own Occupation for three consecutive months and in our opinion, after consideration of medical and any other evidence, is incapacitated to such an extent as to render the Life Insured unlikely ever to be able to work in their Own Occupation; or
- solely because of a Sickness or Injury, the Life Insured has suffered at least 25% impairment of Whole Person Function and has not been working in any occupation, and, in our opinion, after consideration of medical and any other evidence, is incapacitated to such an extent as to render the Life Insured unlikely ever to be able to work in any occupation for which they are reasonably suited by training, education or experience which would pay remuneration at a rate greater than 25% of the Life Insured’s earnings during their last 12 months of work; or
- the Life Insured suffers:
  - Blindness (permanent and irreversible); or
  - Loss of use of Limbs (permanent); or
  - Loss of Sight and use of a Single Limb (permanent) ; or
- the Life Insured is totally and permanently unable to perform at least two of the five Activities of Daily Living without the physical assistance of another person; or
- where the Life Insured has been solely performing Normal Domestic Duties for more than 12 consecutive months immediately prior to the Sickness or Injury that gives rise to the claimable event:
  - the Life Insured has not been able to perform the Normal Domestic Duties for three consecutive months; and

- in our opinion, after consideration of medical and any other evidence, is incapacitated to such an extent as to render the Life Insured unlikely ever to be able to perform all of the Normal Domestic Duties.

From the Policy anniversary prior to the Life Insured's 65th birthday, 'Total and Permanent Disability', and 'Totally and Permanently Disabled' mean that the Life Insured suffers:

- Loss of Independent Existence (permanent); or
- Loss of use of Limbs (permanent); or
- Blindness (permanent and irreversible).

**Total and Permanent Disability** and **Totally and Permanently Disabled** when 'ADL' (Activities of Daily Living) is shown in Your Policy Schedule mean that the Life Insured is totally and permanently unable to perform at least two of the five Activities of Daily Living without the physical assistance of another person.

When cover is structured through superannuation, the Life Insured must also satisfy the SIS definition of Permanent Incapacity.

**Total Disability** and **Totally Disabled** under Income Protection (Super, Standard and Premier) and Business Expense Insurance means that, solely because of a Sickness or Injury, the Life Insured is following the advice of a Medical Practitioner and:

- is not working in any Gainful Occupation and is unable to perform one or more of the important income producing duties in the Life Insured's Own Occupation; or
- is not working in any Gainful Occupation and has suffered a reduction of 80% or more in the ability to generate Monthly Earnings in the Life Insured's Own Occupation; or
- is unable to perform their important income producing duties for more than 10 hours per week and;
  - for Income Protection Super and Standard, and Business Expense insurance, is not in any Gainful Occupation; or
  - for Income Protection Premier, his or her Monthly Earnings are less than their Pre-Disability Earnings.

Where Income Protection Super has been selected (as indicated in the Policy Schedule), the Life Insured must also satisfy the SIS definition of Temporary Incapacity or Permanent Incapacity.

**Total Disability** and **Totally Disabled** under Income Protection Optimal means that:

- the Life Insured has suffered a Specified Injury; or
- solely because of a Sickness or Injury the Life Insured:
  - is not currently working in any Gainful Occupation; and
  - is following the advice of a Medical Practitioner; and
  - is unable to perform one or more of the important income producing duties of the Life Insured's Own Occupation.

**Underwriting** is a process by which we assess risks associated with accepting your application for insurance. The Underwriting process is based on the life to be insured's health and other relevant factors, such as occupation, pursuits and income.

**Unemployed and Unemployment** mean that the Life Insured is not employed or working in any Gainful Occupation. It does not include sick leave, sabbatical, long service, maternity or paternity leave.

**Waiting Period** means the period of time between the Life Insured suffering disability and disability benefits starting to accrue.

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

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

**Whole Person Function** means where a payment depends on the Life Insured meeting criteria based on the Whole Person Function, the calculation is to be based on the current edition of the American Medical Association publication entitled Guides to the Evaluation of Permanent Impairment until an equivalent Australian guide, sanctioned by the Australian Medical Association, has been produced, at which time the calculation in the relevant Australian guide will apply.

## 11.2 Superannuation Definitions

The following definitions have been reproduced from SIS. You should be aware that if any of these definitions are changed in SIS, the corresponding definition reproduced here will be obsolete and replaced by the amended definition in SIS.

**Permanent Incapacity** in relation to a member of a superannuation fund means ill-health (whether physical or mental), where the trustee is reasonably satisfied that the member is unlikely, because of the ill-health, to engage in gainful employment for which the member is reasonably qualified by education, training or experience.

**Temporary Incapacity** in relation to a member of a superannuation fund who has ceased to be gainfully employed (including a member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the member to be gainfully employed), means ill-health (whether physical or mental) that caused the member to cease to be gainfully employed but does not constitute Permanent Incapacity.

**Terminal Medical Condition** exists in relation to a member of a superannuation fund at a particular time if the following circumstances exist:

- two registered medical practitioners have certified, jointly or separately, that the person suffers from an illness, or has incurred an injury, that is likely to result in the death of the person within a period (the certification period) that ends not more than 24 months after the date of the certification;
- at least one of the registered medical practitioners is a specialist practicing in an area related to the illness or injury suffered by the person;
- for each of the certificates, the certification period has not ended.

## 11.3 Critical Illness Events Definitions

**Adult onset insulin dependent diabetes mellitus diagnosed after age 30** means the diagnosis after the age of 30 of Type 1 diabetes mellitus for which insulin is required for survival.

**Angioplasty** means the actual undergoing of Coronary Artery Angioplasty to correct a narrowing or blockage of one or more coronary arteries.

**Aortic Surgery** means surgery to repair or correct an aortic aneurysm, an obstruction of the aorta, a coarctation of the aorta or traumatic injury to the aorta. For the purpose of this definition, aorta means the thoracic and abdominal aorta but not its branches.

**Aplastic Anaemia (requiring treatment)** means 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.

**Benign Brain Tumour (resulting in irreversible neurological deficit)** means a non-cancerous tumour in the brain, resulting in an irreversible neurological deficit which has caused:

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

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

**Blindness (permanent and irreversible)** means the permanent Loss of Sight of both eyes.

**Cancer (excluding early stage cancers)** means the presence of one or more malignant tumours, including lymphoma (including Hodgkin's and non Hodgkin's disease), leukaemia, multiple myeloma and malignant bone marrow disorders that are characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue beyond the basement membrane.

The following cancers are excluded:

- tumours which are histologically described as premalignant or show the malignant changes of carcinoma in situ (including cervical dysplasia, HSIL, LSIL, CIN III and lower).
- Carcinoma in situ of the breast, unless a procedure is required for;
  - the removal of the entire breast; or
  - there is breast conserving surgery together with radiotherapy or chemotherapy.

These procedures must be performed specifically to arrest the spread of malignancy and be considered the appropriate and necessary treatment.

- Carcinoma in situ of the testicle, unless a procedure is required for the removal of the entire testicle. The procedure must be performed specifically to arrest the spread of malignancy, and be considered the appropriate and necessary treatment.
- Melanomas, unless:
  - there is evidence of metastases; or
  - the melanoma is at least Clark level 3; or
  - the melanoma is showing signs of ulceration; or
  - the melanoma is greater than 1.0mm maximum thickness as determined by examination using the Breslow method.
- all hyperkeratosis, intraepidermal carcinomas, basal cell carcinomas and squamous cell carcinomas of skin unless it has spread to other organs,
- chronic lymphocytic leukaemia less than Rai stage 1, and
- prostatic cancers which are TNM Classification T1a, T1b or less and have a Gleason score of 5 or less. Prostatic cancer which is TNM classification T1a, T1b or less and which has a Gleason score of 5 or less are covered if major interventionist therapy including radiotherapy, chemotherapy, biological response modifiers or any other major treatment has been required to arrest the spread of malignancy.

**Carcinoma In Situ** means the Life Insured has a carcinoma in situ, characterised by a focal autonomous new growth of carcinomatous cells, which has not yet resulted in the invasion of normal tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The tumour must be classified as Tis according to the TNM staging method or FIGO Stage 0.

Only Carcinoma In Situ of the following sites is covered:

- Breast
- Cervix Uteri (Excluded are Cervical Intraepithelial Neoplasia (CIN) classifications including CIN-1 and CIN-2).
- Corpus Uteri
- Fallopian Tube (the tumour must be limited to the tubal mucosa)
- Ovary
- Penis
- Perineum
- Prostate
- Testicle
- Vagina
- Vulva

Note: FIGO refers to the staging method of the Fédération Internationale de Gynécologie et d'Obstétrique.

**Cardiomyopathy (permanent and irreversible)** means a disease of heart muscle causing the heart muscle to enlarge and become weaker, resulting in significant permanent and irreversible cardiac impairment to the degree of at least Class 3 of the New York Heart Association functional classification system.

**Chronic Kidney Failure (requiring transplantation or dialysis)** means end-stage renal failure presenting as chronic irreversible failure of both kidneys to function, resulting in renal transplantation or the permanent requirement for renal dialysis.

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

**Chronic Lung Failure (requiring permanent oxygen therapy)** means end-stage lung disease with a consistent pulmonary function test result of:

- FEV1 less than 40% predicted; or
- a DLCO less than 40% predicted; and
- requiring permanent oxygen therapy.

**Coma (of specified severity)** means a state of unconsciousness with no reaction to external stimuli or internal needs, resulting in a documented Glasgow Coma Scale of 8 or less, for a continuous period of at least 72 hours.

**Congenital blindness (permanent and irreversible)** means a congenital, total and permanent loss of sight in both eyes whether aided or unaided.

**Congenital deafness (permanent and irreversible)** means a congenital, total and permanent loss of hearing in both ears whether aided or unaided.

**Dementia including Alzheimer's Disease (permanent and irreversible)** means the unequivocal diagnosis of dementia by a consultant neurologist or geriatrician. The diagnosis must confirm dementia or Alzheimer's Disease due to permanent and irreversible failure of brain function with associated cognitive impairment. A Mini-Mental State Examination score of 24 or less out of 30 or evidence from another neuropsychometric test that is acceptable to us is required.

**Diagnosed Benign Brain Tumour** means a non-cancerous tumour in the brain, giving rise to symptoms of increased intracranial pressure such as papilloedema, mental symptoms, seizures, sensory impairment and motor impairment.

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

**Disseminated Intravascular Coagulation (DIC)** means, due to pregnancy, an over-activation of the coagulation and fibrinolytic system occurs, resulting in thrombosis, consumption of platelets and coagulation factors causing life threatening haemorrhage from multiple sites.

**Down's Syndrome** means a specific genetic impairment caused by an extra chromosome 21, which causes mental retardation and physical abnormalities.

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

**Early Stage Melanoma (excluding Melanoma In Situ)** means the presence of one or more malignant melanomas of 1.0mm or less maximum thickness with no evidence of ulceration as determined by histological examination using the Breslow method, or with Clark Level 2 depth of invasion as determined by histological examination. Melanoma In Situ is excluded.

**Early Stage Prostate Cancer** means the presence of a tumour confined within the prostate, which is histologically described as TNM Classification T1 or a Gleason Score of either 2, 3, 4 or 5 where major medical interventionalist therapy is not required.

**Eclampsia of pregnancy** means the occurrence of high blood pressure during pregnancy resulting in coma or grand mal seizures and delivery of the foetus regardless of the gestational age.

**Ectopic pregnancy** means a fertilised ovum has implanted outside the uterine cavity resulting in the rupturing or haemorrhaging of a fallopian tube, which results in a laparotomy or laparoscopic surgery removing the involved fallopian tube.

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

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

**Heart Attack** means 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.

If the above tests are inconclusive, other appropriate and medically recognised tests will be considered.

*What circumstances are not covered under the definition?*

The following are not covered:

- a rise in biological markers as a result of an elective percutaneous procedure for coronary artery disease
- other acute coronary syndromes including but not limited to angina pectoris

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

**Hydatidiform Mole** is the development of multiple fluid filled cysts in the uterus after the degeneration of the placenta which results in the death of the embryo as confirmed by a Medical Practitioner.

**Limb** means an arm, leg, hand or foot. In respect of this definition, the hand or foot starts from the wrist or ankle joint, respectively.

**Loss of use of a Single Limb (permanent)** means the total and irrecoverable loss of use of one Limb.

**Loss of Hearing (permanent)** means the total and irrecoverable loss of hearing, both natural and assisted, in both ears as a result of Sickness or Injury.

**Loss of Hearing in one ear (permanent)** means the total and irrecoverable loss of hearing in one ear, both natural and assisted, as a result of Sickness or Injury.

**Loss of Independent Existence (permanent)** means Significant Cognitive Impairment, or the total and irrecoverable loss of ability, due to Sickness or Injury, to perform at least two of the Activities of Daily Living without the physical assistance of another person.

**Loss of use of Limbs (permanent)** means the total and irrecoverable loss of use of two or more Limbs.

**Loss of Sight and use of Limbs (permanent)** means the total and irrecoverable loss of use of one Limb and the permanent Loss of Sight in one eye.

**Loss of Sight (permanent)** means the total and irrecoverable loss of sight (whether aided or unaided) in an eye, as a result of Sickness or Injury to the extent that visual acuity in the eye, on a Snellen Scale after correction by a suitable lens is less than 6/60, or to the extent that the visual field is reduced to 10 degrees or less of arc.

**Loss of Speech (permanent)** means the total and irrecoverable loss of the ability to produce intelligible speech, as a result of permanent damage to the larynx or its nerve supply or to the speech centres of the brain, due to Sickness or Injury.

**Lupus** requires diagnosis confirmed by a consultant immunologist or rheumatologist and such diagnosis must be based on the current diagnostic criteria established by the American Rheumatism Association. Pathological evidence of such diagnosis must be provided. There must also be evidence-based involvement of one of the following systems:

- cardiac;
- pulmonary;
- nervous system; or
- renal involvement.

All evidence must be satisfactory to us.

**Major Head Trauma (with permanent neurological deficit)** means Accidental head Injury resulting in neurological deficit causing:

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

**Major Organ Transplant** means either the undergoing of, or upon the advice of a specialist Medical Practitioner the placement on a waiting list of a Transplantation Society of Australia and New Zealand recognised transplant unit for, the human to human transplant from a donor to the Life Insured of;

- bone marrow;

or one of the following organs or a permanent mechanical replacement of one of the following organs:

- kidney;
- heart;
- lung;
- liver;
- pancreas; or
- small bowel.

The transplant of all other organs, parts of organs or any other tissue transplant is excluded.

**Medically-Acquired HIV (contracted from a medical procedure or operation)** means accidental infection, after the inception of the Policy, with the human immunodeficiency virus (HIV) where the virus was acquired in Australia by the Life Insured from one of the following medically necessary events conducted by a recognised and registered health professional:

- a blood transfusion;
- transfusion with blood products;
- organ transplant to the Life Insured;
- assisted reproductive techniques; or
- a medical procedure or operation performed by a Medical Practitioner or dentist.

Notification and proof of the incident will be required via a statement from the appropriate Statutory Health Authority that the infection was medically acquired.

HIV infection transmitted by any other means including sexual activity or the use of drugs, other than as prescribed by a Medical Practitioner for the Life Insured is excluded.

This Critical Illness Event will not apply and no payment will be made where a cure has become available or where the infected person does not take any vaccine available prior to the Critical Illness Event. 'Cure' means an Australian Government-approved treatment, which renders the HIV inactive and non-infectious, or results in there being little or no impact on life expectancy.

'Vaccine' means a preparation approved by the Australian Government and recommended for use by the Government authority to produce immunity to the HIV.

**Meningococcal Disease (resulting in significant permanent impairment)** means the unequivocal diagnosis of meningococcal septicaemia resulting:

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

**Multiple Sclerosis (with multiple episodes of neurological deficit and persisting neurological abnormalities)** means a disease characterised by demyelination in the brain and/or spinal cord. Multiple Sclerosis must be unequivocally diagnosed. There must be more than one episode of well-defined neurological deficit with persisting neurological abnormalities.

Neurological investigations such as lumbar puncture, MRI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system, evoked visual responses, and evoked auditory responses are required to confirm diagnosis.

**Muscular Dystrophy** means the unequivocal diagnosis of muscular dystrophy.

**Occupationally-Acquired Hepatitis B or C** means infection, after the inception of the Policy, with Hepatitis B or C where the infection is acquired as a result of:

- an accident arising out of the life insured's normal occupation; or
- a malicious act of another person or persons arising out of the Life Insured's normal occupation.

Proof of new Hepatitis B or C infection must be registered within six months of the accident or malicious act.

Any incident giving rise to a potential claim must:

- be reported to the relevant authority or employer within seven days of the incident;
- be reported to us with proof of the incident within 30 days after the incident; and
- be supported by a negative Hepatitis B or C test taken within seven days of the incident.

The infection must manifest itself within six months of the accident or malicious act. The infection must not have arisen from a deliberately, self-inflicted or induced cause or from sexual activity (whether as part of normal occupational duties or otherwise), or from the use of drugs not medically prescribed for the Life Insured.

This Critical Illness Event will not apply and no payment will be made where a cure has become available or where a medical treatment is developed and approved which makes these viruses inactive and non-infectious. 'Cure' means an Australian Government-approved treatment which renders Hepatitis B or Hepatitis C (as applicable), inactive and non-infectious, or results in there being little or no impact on life expectancy.

Hepatitis B or C infection transmitted by any other means including sexual activity or recreational intravenous drug use is excluded.

**Occupationally-Acquired HIV** means infection with the human immunodeficiency virus (HIV) where such infection arose from an Accident relating to the occupation of the Life Insured, subject to the following conditions:

- the Accident must have occurred after the inception of the Policy;
- within 30 days of the Accident, proof of its occurrence must be registered with TAL including:
  - tests taken by a Medical Practitioner within seven days after the Accident which resulted in a sero-negative HIV result; and
  - documents confirming any relevant authority was notified within seven days of the Accident.

The infection must manifest itself as a sero-positive HIV test result within six months of the reported occurrence. The infection must not have arisen from a deliberately, self-inflicted or induced cause or from sexual activity (whether as part of normal occupational duties or otherwise), or from the use of drugs not medically prescribed for the Life Insured.

We reserve the right to obtain independent tests and investigations, including the taking of blood samples from the Life Insured.

This Critical Illness Event will not apply and no payment will be made where a cure has become available or where the infected person does not take any vaccine available prior to the Critical Illness Event. 'Cure' means an Australian Government-approved treatment which renders the HIV inactive and non-infectious, or results in there being little or no impact on life expectancy.

'Vaccine' means a preparation approved by the Australian Government and recommended for use by the Government authority to produce immunity to the HIV.

**Coronary Artery Bypass Surgery** means bypass grafting performed to correct or treat coronary artery disease.

**Open Heart Surgery** means the undergoing of open chest surgery for the surgical treatment of a cardiac defect, cardiac aneurysm or benign cardiac tumour.

**Out of Hospital Cardiac Arrest** means a loss of cardiac output that is not associated with any medical procedure and is due to

- cardiac asystole; or
- ventricular fibrillation with or without ventricular tachycardia.

The cardiac arrest must occur outside of a hospital and be documented by electrocardiogram.

**Paralysis (total and irreversible)** means the total and permanent loss of function of two or more limbs through Sickness or Injury causing permanent damage to the nervous system. This includes, but is not limited to, quadriplegia, paraplegia, diplegia and hemiplegia.

**Parkinson's Disease (permanent)** means the unequivocal diagnosis of degenerative idiopathic Parkinson's disease as characterised by the clinical manifestation of one or more of the following:

- rigidity;
- tremor; and
- akinesia

resulting in the degeneration of the nigrostriatal system.

All other types of Parkinsonism are excluded (e.g. secondary to medication).

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

**Primary Pulmonary Hypertension** means the unequivocal diagnosis of Primary Pulmonary Hypertension with right ventricular enlargement established by investigations including cardiac catheterisation.

**Progressive and Debilitating Motor Neurone Disease** means the unequivocal diagnosis of a progressive form of debilitating Motor Neurone Disease.

**Prolonged Intensive Care** means a Sickness or Injury has resulted in the Life Insured requiring continuous mechanical ventilation by means of tracheal intubation for ten consecutive days (24 hours per day) in an authorised intensive care unit of an acute care hospital.

No amount will be paid where Intensive Care of the Life Insured results from the consumption of alcohol or the use of nonprescribed drugs.

**Severe Burns (covering at least 20% of the body's surface area)** means tissue Injury caused by thermal, electrical or chemical agents causing third degree or full thickness burns to at least:

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

**Severe Crohn's Disease (requiring permanent immunosuppressive medication)** means the unequivocal diagnosis of Crohn's disease that has failed to be controlled by standard therapy including cortisone treatment, which requires permanent immunosuppressive medication.

**Severe Diabetes** means that a certified consultant endocrinologist has confirmed that at least two of the following complications have occurred as a direct result of diabetes:

- severe diabetic retinopathy resulting in visual acuity (whether aided or unaided) and corrected of 6/36 or worse in both eyes;
- severe diabetic neuropathy causing motor and/or autonomic impairment;
- diabetic gangrene leading to surgical intervention; or
- severe diabetic nephropathy causing chronic irreversible renal impairment as measured by a corrected creatinine clearance less than 28ml/min (CKD stage 4, International Chronic Kidney Disease classification).

**Severe Osteoporosis** means, where the bone mineral density has a T-score of less than -2.5 (ie 2.5 standard deviations below the adult mean for bone density) measured in at least two sites by dual-energy x-ray densitometry (DEXA) or quantitative CT scanning is consistent with severe osteoporosis with:

- at least two vertebral body fractures occurring before the age of 65; or
- Fracture of the neck of the femur.

**Severe Ulcerative Colitis (requiring permanent immunosuppressive medication)** means the unequivocal diagnosis of ulcerative colitis that has failed to be controlled by standard therapy including cortisone treatment, which requires permanent immunosuppressive medication.

**Severe Rheumatoid Arthritis (with significant impairment)** means diagnosis of rheumatoid arthritis, confirmed by appropriate radiology and blood tests, that has failed to respond to all treatment regimens including, but not limited to immunosuppressive and biological agents, causing permanent reduction to Whole Person Function of at least 25%; or

The unequivocal diagnosis of severe rheumatoid arthritis by a Rheumatologist, supported and evidenced by all of the following criteria:

- at least a six week history of Severe Rheumatoid Arthritis, which involves three or more of the following joint areas:
  - proximal interphalangeal joints in the hands;
  - metacarpophalangeal joints in the hands; and
  - metatarsophalangeal joints in the foot, wrist, elbow, knee, or ankle;
- simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone);
- typical rheumatoid joint deformity; and
- at least two of the following criteria:
  - morning stiffness;
  - rheumatoid nodules;
  - erosions seen on x-ray imaging;
  - the presence of either a positive rheumatoid factor or the serological markers consistent with the diagnosis of Severe Rheumatoid Arthritis.

Degenerative osteoarthritis and all other arthritides are excluded.

**Spina bifida myelomeningocele** means a defective closure of the spinal column resulting in a neural tube deficit with a resultant meningocele or meningocele and associated neurological deficit confirmed by a Medical Practitioner. Spina bifida occulta is excluded.

**Stillbirth** means the foetal death in utero after at least 20 weeks gestation and confirmed by a Medical Practitioner. Elective pregnancy termination is excluded.

**Subacute Sclerosing Panencephalitis** means the unequivocal diagnosis of this disorder (only covered under the Child's Critical Illness Option).

**Stroke (resulting in neurological deficit)** means a cerebrovascular event producing neurological deficit. This requires clear evidence on a CT, MRI or similar, appropriate scan or investigation that a stroke has occurred and of infarction of brain tissue, intracranial and/or subarachnoid haemorrhage. Transient ischaemic attacks, non-stroke related reversible neurological deficit, cerebral symptoms due to migraine, cerebral injury resulting from trauma or hypoxia and vascular disease affecting the eye, optic nerve or vestibular functions are excluded.

**Tetralogy of Fallot** means an anatomical defect with severe or total right-ventricular outflow tract obstruction and a ventricular septal defect allowing right-ventricular deoxygenated blood to bypass the pulmonary artery and enter the aorta directly.

The diagnosis must be supported by an echocardiogram, and invasive surgery must be performed to correct the condition.

**Transposition of great vessels** means a congenital heart defect where the aorta arises from the right ventricle and the pulmonary artery from the left ventricle. The diagnosis must be based on an echocardiogram and invasive surgery must be performed to correct the condition.

**Triple Vessel Angioplasty** means the actual undergoing for the first time of coronary artery Angioplasty to correct a narrowing or blockage of three or more coronary arteries within the same procedure. In the event that not all coronary arteries can be corrected in a single procedure and a second procedure is required, a benefit will be payable provided the second procedure occurs no more than one month after the first.

## HOW TAL COMPARES

### 2014

#### Money Magazine

Best Featured Income Protection Insurance

#### SMSF Adviser

SMSF Insurance Provider

#### Core Data

SMSF Insurance Provider

### 2015

#### Asia Pacific Banking and Finance Insurance Awards

Life Insurance Company of the Year

#### AFR Smart Investor Blue Ribbon Award

Best Featured Income Protection

#### Money Management Adviser Choice Risk Award

Adviser Choice Risk Disability Income Product

### 2016

#### Core Data

SMSF Insurance Provider

#### Money Management Adviser Choice Risk Award

Adviser Choice Risk Disability Income Product

#### AFA and Beddoes Institute Consumer Choice Award

Best New Customer Experience Value for Money

## WHERE TAL COMES FROM

### 1869

New Zealand's Government Life Insurance Office is created and builds its reputation as a life insurer committed to ordinary people.

### 1990

Government Life is renamed TOWER and enters Australia with the purchase of Adriatic Life Insurance.

### 1993

TOWER purchases Friends Provident Life Assurance.

### 1999

TOWER purchases FAI Life, and TOWER joins the top tier of Australian insurers.

### 2006

TOWER purchases PrefSure Life Limited. The business is separated from TOWER New Zealand and TOWER Australia is born.

### 2008

TOWER Australia purchases InsuranceLine

### 2011

TOWER Australia becomes a wholly owned subsidiary of the Dai-ichi Life Group. It is now TAL, Australia's life insurance specialist.

## WHERE TAL IS NOW



Australia's **leading specialist** life insurer.



**3.7 million** Australians protected by TAL.



**Over \$2.6 billion** in in-force premiums.



**Over 1,600** people employed by TAL in Australia.



**Over \$4.5 million** on average paid in claims every working day.

### TAL Life Limited

 [www.tal.com.au](http://www.tal.com.au)

 GPO Box 5380 Sydney NSW 2001

 Customer Service Centre – 1300 209 088 | Adviser Service Centre – 1300 286 937  
Monday to Friday 8am – 7pm AEST

**Accelerated Protection**  
Policy Document | 1 April 2017

TAL Life Limited ABN 70 050 109 450 AFSL 237 848

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# TAL