# Policy Document

# Group Life (Death & Total and Permanent Disablement) Insurance Policy No. MP 8368

# Core Super

**Issued to:**
IS Industry Fund Pty Ltd
ABN 45 010 814 623

**As Trustee for:**
Intrust Super Fund
ABN 65 704 511 371

**Issued by:**
AIA Australia Limited
ABN 79 004 837 861 AFSL 230043

28 September 2019

*Life's better with the right partner®*

# Policy Schedule

This Policy Schedule, when executed, is issued by AIA Australia Ltd (ABN 79 004 837 861) and should be read in conjunction with the Product Information Brochure (October 2019) which when combined forms *The Policy.*

| | |
|---|---|
| **Proposer:** | IS Industry Fund Pty Ltd ABN: 45 010 814 623 |
| **Plan:** | Intrust Super Fund ABN: 65 704 511 371 |
| **Policy Number:** | MP 8368 |
| **Commencement Date:** | 28th September 2019 |
| **Annual Review Date:** | 28th September 2020 and after that on the 28th September each year |
| **Guarantee Period:** | 28th September 2019 to 31st December 2020 |
| **Cover Available:** | Cover for the following categories of benefit are available under *The Policy* in accordance with the conditions set out in it:<br><br>Death, including *Terminal Illness*, and *Total and Permanent Disablement.*<br><br>Subject to 2.3 (a) or 2.3 (b) an *Eligible Person* will receive Default Cover for death and *Total and Permanent Disablement* cover.<br><br>In addition to above, if cover commences under 2.3(a), an *Eligible Person* may elect up to 2 units of death or death and *Total and Permanent Disablement* cover where a fully completed and signed *Membership Application Form* is received by the *Plan* within 180 days of *the Eligible Person* being *First Eligible* to join.<br><br>This additional cover will be *Limited Cover* for 24 months until such time as the *Insured Person* meets the *Active Employment* criteria for 30 consecutive days after the 24 months have transpired. If this requirement is met then the *Limited Cover* will end and full cover will apply from the first day after the 30 consecutive days has ended. If they do not meet this requirement *Limited Cover* will continue to apply until they have met this requirement.<br><br>Where an *Eligible Person* elects death only cover and subsequently elects *Total and Permanent Disablement* cover or elects to further increase their cover, this cover will be subject to underwriting and will commence from the date that we advise in writing. An *Eligible Person* may opt out of all cover or reduce their level of cover by writing to the *Proposer* at any time. Any subsequent increase in cover will be subject to underwriting. |
| **Voluntary Cover:** | A person who is eligible for cover (including a person who is not eligible for *Default Cover*) can obtain death or death and *Total and Permanent Disablement* cover or obtain additional death or death and *Total and Permanent Disablement* cover subject to underwriting. |
| **Eligibility:** | A person is eligible to obtain cover under *The Policy* subject to clause 2.2. |
| **Minimum Entry Age:** | 16 |
| **Maximum Entry Age:** | 64 |
| **Cover Ceasing Age:** | 65 |

| | |
|---|---|
| **Agreed Benefit:** | The amount of *Agreed Benefit* payable on death, *Terminal Illness* or *Total and Permanent Disablement* for an *Insured Person* is determined in accordance with the *Agreed Benefit* Scale shown in the Appendix. |
| **Maximum Benefit:** | The total amount of *Agreed Benefit* per *Insured Person* based on all cover held with us and under all policies in the market is:<br>(a) For death cover, unlimited,<br>(b) For *Terminal Illness*, limited to $3,000,000 per *Insured Person.*<br>(c) For *Total and Permanent Disablement* cover, limited to $3,000,000 per *Insured Person.* |
| **Life Events:** | Included. Refer to clause 2.6 |
| **Choice of Fund Transfer Terms:** | Included. Refer to clause 2.7 |
| **Payment Basis:** | *Premium* is payable monthly in arrears and is due by the end of each month. |
| **Premium Experience Rebate:** | *The Policy* does not participate in any premium experience rebate. |
| **Premium Rate:** | For death only,<br>$1.00 per unit per week, and<br>For death and *Total and Permanent Disablement*,<br>$2.37 per unit per week.<br><br>These rates have been prepared on the basis that:<br>(a) *Premium* is payable monthly in arrears,<br>(b) There has been no allowance for brokerage or administration fees.<br>(c) They are non-participating in any premium experience rebate,<br>(d) They include stamp duty,<br>We will not vary these rates during the *Guarantee Period* unless clause 9.6 applies. |

This *Policy* is issued by AIA Australia Ltd ABN 79 004 837 861, AFSL 230043 (hereinafter called AIA Australia) to the *Proposer* described in the *Policy Schedule*. This *Policy* forms part of AIA Australia's Statutory Fund Number 1.

In consideration of payment to AIA Australia of all required premiums as determined by the terms and conditions as set out in the *Policy* and subject to the conditions hereof, AIA Australia will pay to the *Proposer* the benefits calculated as herein prescribed, upon proof being given to the satisfaction of AIA Australia of:

(1) The happening of events upon which such benefits are herein expressed to become payable;

(2) The identity of the *Insured Member* upon whose disability AIA Australia is asked to make payment; and

(3) The correctness of the age of that *Insured Member.*

This *Policy* shall be deemed to be issued in the Commonwealth of Australia and all monies payable in respect thereof whether by or to AIA Australia shall be payable in Australian Currency.

| Signed for and on behalf of | Signed for and on behalf of |
|---|---|
| AIA Australia Ltd: | The IS Industry Fund Pty Ltd: |
| NATHAN FLAVEL | Brenda O'Farrell |
| Name of Authorised Person | Name of Authorised Person |
| HEAD OF UCD | CEO |
| Position | Position |
| 27/09/19 | 26/9/19 |
| Signature of Authorised Person | Signature of Authorised Person |
| in the presence of: | in the presence of: |
| | LAWRENCE CHIANO |
| Name of Witness | Name of Witness |
| | COMPANY SECRETARY |
| Position | Position |
| Signature of Witness | Signature of Witness |
| Date / / | Date 26/09/2019 |

# Appendix to Policy Schedule

**Intrust Super Fund - Agreed Benefit Scale**

| Age last birthday | Unit of Agreed Benefit |
|---|---|
| 16 | $150,000 |
| 17 | $150,000 |
| 18 | $150,000 |
| 19 | $150,000 |
| 20 | $150,000 |
| 21 | $150,000 |
| 22 | $150,000 |
| 23 | $150,000 |
| 24 | $150,000 |
| 25 | $150,000 |
| 26 | $150,000 |
| 27 | $150,000 |
| 28 | $150,000 |
| 29 | $150,000 |
| 30 | $150,000 |
| 31 | $150,000 |
| 32 | $150,000 |
| 33 | $150,000 |
| 34 | $150,000 |
| 35 | $150,000 |
| 36 | $150,000 |
| 37 | $150,000 |
| 38 | $150,000 |

| | |
|---|---|
| 39 | $150,000 |
| 40 | $141,600 |
| 41 | $134,500 |
| 42 | $127,300 |
| 43 | $120,100 |
| 44 | $113,000 |
| 45 | $105,800 |
| 46 | $98,700 |
| 47 | $91,500 |
| 48 | $84,500 |
| 49 | $77,300 |
| 50 | $70,200 |
| 51 | $63,100 |
| 52 | $56,000 |
| 53 | $48,000 |
| 54 | $41,600 |
| 55 | $38,100 |
| 56 | $34,500 |
| 57 | $30,900 |
| 58 | $27,300 |
| 59 | $23,700 |
| 60 | $20,200 |
| 61 | $16,600 |
| 62 | $13,000 |
| 63 | $9,400 |
| 64 | $5,800 |

# Product Information Brochure
# Group Life Insurance

**Product Information Brochure (September 2019)**

**Group Life Insurance**

**Issued by AIA Australia Ltd**

**(ABN 79 004 837 861)**

**509 St Kilda Road, Melbourne Australia 3004**

**www.aia.com.au**

# Contents

# 1. About Us and the Policy

## 1.1 About Us

Where the words “we”, “us” and “our” appear in *The Policy* they refer to AIA Australia Ltd.

## 1.2 Group Policy

We are the insurer under *The Policy* and provide group life insurance cover in relation to members of the group eligible for that cover under the terms and conditions contained in *The Policy*.

## 1.3 Our Obligations

The insurance cover which we provide is governed by the conditions in *The Policy* but all our obligations under *The Policy* are subject to the *Proposer*, and any person we provide insurance cover for, abiding by all *The Policy* conditions which apply to them.

## 1.4 Defined Terms

The expressions that appear in *italics* have a special meaning in *The Policy* and are defined in the section headed “Definitions”.

## 1.5 Headings

Headings have been included for ease of reference. They do not form part of the text of *The Policy* for the purposes of interpreting it.

## 1.6 Governing Law

*The Policy* is subject to the laws of New South Wales.

## 1.7 Notices

When a notice must be given under *The Policy* it must be given in writing, via email or by facsimile. A notice which is delivered personally or transmitted electronically is treated as being given on the day it was received and a notice which is posted is treated as being given 6 working days from the date of posting.

## 1.8 Interpretation

In The Policy a reference to:

(a) A “person” is a natural person, and

(b) A “month” is a calendar month, and

(c) Words and expressions importing the masculine gender shall include all genders, and

(d) Words and expressions importing the singular shall include the plural and vice versa.

## 1.9 Currency

All monies payable under *The Policy* are payable in Australian dollars and are only payable within the Commonwealth of Australia.

## 1.10 Life Insurance Code of Practice

We are proud to support the FSC Life Insurance Code of Practice from 1 July 2017, which sets out industry standards for service and conduct.

If you would like a copy, please visit the FSC website at:

www.fsc.org.au/policy/life-insurance/code-of-practice

# 2. Obtaining Cover

## 2.1 Existing Members with Cover Under the Previous Policy

Where immediately before the *Commencement Date*, cover was in force for an *Insured Person* under the *Previous Policy*, the *Insured Person* will have that type of cover continue in force from the *Commencement Date.*

Cover will be subject to any individual conditions, exclusions, restrictions and loadings which applied to the *Insured Person* under the *Previous Policy* immediately prior to *Commencement Date.* Any *Limited Cover* that applied to the *Insured Person's* cover immediately before *Commencement Date* under the *Previous Policy* will continue to apply until such time as they expire according to their terms.

We will apply takeover terms under this clause 2.1 in accordance with *Guidance Note 11* to determine our liability for claims made by the *Insured Person* under this *Policy.*

## 2.2 Eligibility

The *Proposer* can only obtain cover under *The Policy* for an *Eligible Person*. An *Eligible Person* is someone:

(a) Who is a member of the *Plan,* and

(b) Who is an *Australian Resident*, and

(c) Who is aged between the *Minimum Entry Age* and the *Maximum Entry Age*, and

(d) Who we expressly agree in writing is an *Eligible Person*.

## 2.3 Commencement of Cover

(a) <u>Commencement of Cover for an Eligible Person joining the Plan when First Eligible</u>

Cover for an *Agreed Benefit* will commence for an *Eligible Person* under *The Policy* subject to the following:

i. An *Eligible Person* is employed by a *Participating Employer* and the *Eligible Person* joins the *Plan* within 180 days of becoming *First Eligible* and a fully completed and signed *Member Application Form* or *Minimum Member Details* is received by the *Plan* within that time; and

ii. An initial *On-time Employer Contribution* has been received by the *Plan* in respect of the *Eligible Person* within 180 days of them being *First Eligible* to join; and

iii. The *Eligible Person* is not applying for, entitled to, or has not been paid a total and permanent disablement or a terminal illness benefit from any superannuation fund or life insurance policy. If this provision is not satisfied, then they are not eligible for cover; and

iv. The *Eligible Person* is in *Active Employment* on the date that cover commences. If this provision is not satisfied, then the *Eligible Person* will receive *Limited Cover* for 24 months until such time as the *Insured Person* meets the *Active Employment* criteria for 30 consecutive days after the 24 months have transpired.

If this requirement is met then the *Limited Cover* will end and full cover will apply from the first day after the 30 consecutive days has ended. If they do not meet this requirement *Limited Cover* will continue to apply until they have met this requirement.

Where all the above requirements have been met, the cover for an *Agreed Benefit* commences on the first day of the period for which the initial *On-time Employer Contribution* relates.

As described in the Policy Schedule, where an *Insured Person* has elected the additional 2 units cover, this will commence from date that the *Plan* receives the fully completed and signed *Membership Application Form*. Additional cover will not be backdated. If cover does not commence under 2.3 (a) then it will commence under 2.3 (b).

(b) <u>Commencement of Cover for an Eligible Person joining the plan when not First Eligible</u>

Where an *Eligible Person* does not meet the requirements under 2.3 (a) i and 2.3 (a) ii they are joining the *Plan* outside of being *First Eligible* (outside of the agreed 180 day period mentioned under 2.3 (a) i and 2.3 (a) ii above).

Where an *Eligible Person* joins the *Plan* when they are not *First Eligible* to join they will receive *Default Cover*, however this *Default Cover* will be *Limited Cover.* The *Eligible Person* will receive *Limited Cover* for 24 months until such time as the *Insured Person* meets the *Active Employment* criteria for 30 consecutive days after the 24 months have transpired. If this requirement is met then the *Limited Cover* will end and full cover will apply from the first day after the 30 consecutive days has ended. If they do not meet this requirement *Limited Cover* will continue to apply until they have met this requirement.

This cover is also subject to the *Eligible Person* not applying for, not being entitled to, or having not been paid a total and permanent disablement or a terminal illness benefit from any superannuation fund or life insurance policy. If this provision is not satisfied, then they are not eligible for cover.

Where an Eligible Person is joining outside of eligibility, the cover described above will commence from the date that the Plan receives the Employer Contribution.

Subject to clause 2.6 and 2.7, all other cover under The Policy may only commence for an Eligible Person where we have agreed to provide cover for them under clause 2.4.

## 2.4 Underwriting

The *Proposer* must provide us with all information about that person which we regard as necessary for our underwriting purposes before we will consider the *Eligible Person* for cover. We may specify that this information must be given in a form we choose.

After considering all information we have requested and received in relation to the *Eligible Person*, in our absolute underwriting discretion, either:

(a) Accept the *Eligible Person* for such cover under *The Policy*, or

(b) Offer to accept the *Eligible Person* for such cover under *The Policy* subject to whatever special terms, condition, restriction, exclusion or premium loading as we consider appropriate, or

(c) Refuse to provide such cover for the *Eligible Person* under *The Policy* absolutely.

Cover only comes into force in respect of an *Eligible Person* on the date we notify the *Proposer* we accept them for the cover.

## 2.5 Cover Subject to Special Terms

If we offer special terms, conditions, restrictions, exclusions or premium loading, the *Eligible Person* or *Insured Person* will be required to accept these terms and cover will commence from the date that their acceptance is received by us, provided that this acceptance is within 28 days of the date of our offer.

From the date of our offer, we will provide additional interim *Accident Cover* for the lesser of 28 days or the date that the *Eligible Person* or *Insured Person* accepts or refuses this offer.

Any exclusions, premium loading, limitations, special terms, conditions or restrictions that came into effect under clause 2.4 (Underwriting) will apply above *Default Cover*, if applicable.

## 2.6 Life Events Cover

An *Insured Person* can increase their *Agreed Benefit* without providing medical evidence if a *Nominated Event* occurs. The maximum amount of the increase is 1 unit of cover based on the Agreed Benefit Scale in the Appendix.

The *Insured Person* can only increase their cover once for any *Nominated Event* in any 12 month period, and increase their cover only once for each *Nominated Event.*

When a *Nominated Event* occurs, an *Insured Person* can increase their cover provided:

(a) They are an *Insured Person* with cover in force on the date the *Nominated Event* occurred, and

(b) They are less than 55 years of age on the date they applied for cover under this clause, and

(c) They have not been declined for cover, or have any special terms, condition, restriction, exclusion or premium loading applying to their cover, under *The Policy*, and

(d) They must not be applying for, entitled to, or have been paid a *Total and Permanent Disablement* benefit or *Terminal Illness* benefit from *The Policy*, any superannuation fund or life insurance policy, and

(e) They provide us with sufficient proof to our satisfaction that the *Nominated Event* occurred, and

(f) The application to request the increase in cover is received by us within 60 days of the *Nominated Event*, unless agreed otherwise with the *Proposer*, and

(g) Their *Agreed Benefit* will not exceed the maximum benefit shown in the Policy Schedule, and

(h) They are in *Active Employment* on the date the *Nominated Event* occurred and in *Active Employment* on the date we accept the application.

*Limited Cover* will apply for the increased portion of cover for 24 months until such time as the *Insured Person* meets the *Active Employment* criteria for 30 consecutive days after the 24 months have transpired. If this requirement is met then the *Limited Cover* will end and full cover will apply from the first day after the 30 consecutive days has ended. If they do not meet this requirement *Limited Cover* will continue to apply to the increased portion of cover until they have met this requirement.

Where the *Insured Person* is currently insured for death cover, they will be eligible for increased death cover for the *Nominated Event* and where the *Insured Person* is currently insured for death and *Total and Permanent Disablement* cover they will be eligible for increased death and *Total and Permanent Disablement* cover for the *Nominated Event*.

Cover will commence on the date that we notify the *Proposer* in writing that we have agreed to accept cover.

## 2.7 Transfer of Cover under Choice of Fund

An *Eligible Person or* an *Insured Person* can elect to transfer their existing cover to the *Plan* if they are insured under another employer sponsored superannuation fund policy.

The transfer of existing cover to the *Plan* is subject to the *Eligible Person* meeting the following criteria:

(a) The *Eligible Person* or *Insured Person* must be aged less than 65 and must not be working in or performing any duties of an *Excluded Occupation*, and

(b) The *Eligible Person* or *Insured Person* must confirm that their insured benefit in the existing fund or insured policy will cease on cover commencing under *The Policy*. No claim will be considered under *The Policy* where they retain any form of their previous cover elsewhere, and

(c) The *Eligible Person* or *Insured Person* must transfer their entire account balance to the *Plan*, and

(d) The *Eligible Person* or *Insured Person* must not reinstate cover or effect a continuation option with any fund, and

(e) The *Eligible Person* or *Insured Person* must provide a copy of their most recent Benefit Statement or Policy Renewal Statement dated within the previous 12 months as evidence of their current cover and insured benefit previously held. This includes a copy of the advice they received from the insurer or fund advising them of acceptance of their insurance and if on standard terms or subject to additional terms, and

(f) If the *Eligible Person's* or *Insured Person's* existing cover is subject to any premium loading, restriction, exclusion or pre-existing condition exclusion or restriction in regard to medical or other conditions, these terms will continue to apply to this cover under *The Policy*, and

(g) The maximum amount of cover that can be transferred for death only or death and *Total and Permanent Disablement* is $1,500,000 or another amount agreed between us and the *Proposer*, and

(h) The *Eligible Person's* or *Insured Person's* total cover must not exceed $2,000,000, and

(i) The *Eligible Person's* or *Insured Person's* must satisfactorily complete a transfer of insurance application form, including answering 'no' to the agreed health questions, and be received by the *Proposer* within 31 days of being signed and dated.

The *Eligible Person's* transferring cover will be for the same type and level of cover rounded up to the next whole number units of the Agreed Benefit Scale in Appendix. The cost of the transferred cover will be based on the applicable premiums to the *Eligible Person* or *Insured Person* under *The Policy.* Where all of the above requirements have been met, cover will commence from the date we accept the *Eligible Person's* transfer of insurance application form if their account balance is sufficient to pay *Premium*.

If the *Proposer* has not received an account balance transfer within 60 days after we have accepted the *Eligible Person's* transfer of insurance application form, or the account balance is insufficient to pay *Premium*, then cover will not have commenced and the *Eligible Person* will be required to complete a new transfer of insurance application form. Cover will then only commence from the date we accept the new form if their account balance is sufficient to pay *Premium.* Where any of the above requirements have not been met, no transfer of cover can occur and the cover will be subject to

underwriting being completed in the first instance and will commence on the date that we advise in writing.

## 2.8 Transfer of Cover to Executive/Select MP8370

An *Insured Person* can transfer their existing cover under *The Policy* to MP8370 and maintain the same type and level of cover under the rates that apply to cover under MP8370. A transfer of cover is subject to the *Insured Person* satisfactorily completing a signed member application form for MP8370.

If any individual restrictions, conditions, exclusions or *Premium* loadings were imposed on the person's cover under MP8368, they will also apply to the cover under MP8370, unless we agree otherwise in writing.

Subject to the terms of this policy, cover will commence under MP8370 on the day immediately after cover ceases under *The Policy*.

# 3. Interim Accident Cover

## 3.1 When Interim Accident Cover Begins

Interim *Accident Cover* comes into force in respect of an *Eligible Person* or *Insured Person* from the date we receive an application for cover or an application for an increase in cover.

## 3.2 Benefit for Interim Accident Cover

If a person in respect of whom interim *Accident Cover* is in force dies as a result of an *Injury*, or where applicable suffers *Total and Permanent Disablement* as a result of an *Injury,* we will pay the *Agreed Benefit* in respect of them as if they were an *Insured Person.*

If interim *Accident Cover* comes into force under clause 3.1, the amount of interim *Accident Cover* payable will be the lesser of $1,500,000, or the maximum amount of cover which would have been applicable to the person as an *Insured Person*, or the amount being applied for.

Subject to clause 2.4*,* interim *Accident Cover* includes cover in the event of:

(a) Death, if the person's application to us requested cover in respect of death and cover for that benefit would have been available in respect of them as an *Insured Person* under *The Policy*, and

(b) *Total and Permanent Disablement*, if the person's application to us requested cover in respect *of Total and Permanent Disablement* and cover for that benefit would have been available in respect of them as an *Insured Person* under *The Policy*.

## 3.3 When Interim Accident Cover Ends

Interim *Accident Cover* for an *Eligible Person* or an *Insured Person* ceases on the earliest of:

(a) When we notify the *Proposer* of our decision under clause 2.4 (Underwriting) or

(b) When the application is withdrawn, or cancelled, or we are advised it is not being proceeded with, or

(c) Subject to clause 2.5, at midnight on the 90$^{th}$ day after it commenced, or

(d) When any event happens under clause 8.1,or

(e) The cessation of *The Policy*.

# 4. Benefits

## 4.1 Death, Total and Permanent Disablement or Terminal Illness

If the required cover is in force under *The Policy* when an *Insured Person*:

(a) Dies, or

(b) Suffers *Total and Permanent Disablement*, or

(c) Is diagnosed with a *Terminal Illness*,

we must pay the *Agreed Benefit*.

## 4.2 What is Total and Permanent Disablement?

*Total and Permanent Disablement* in respect of an *Insured Person* who is suffering permanent incapacity who is:

(a) Aged less than 65 and is gainfully employed and working 15 or more hours each week within the 6 months prior to the *Date of Disablement* is determined under either Part 1, Part 2, Part 3, Part 4 or Part 5, or

(b) Aged less than 65 and was not gainfully employed or is working less than 15 hours each week within the 6 months prior to the *Date of Disablement* is determined under either, Part 3, Part 4 or Part 5.

We may waive the 3 month *Total and Permanent Disablement* waiting period and provide immediate assessment where an *Insured Person* is suffering *Paralysis* and all claim requirements have been received by us.

In order to satisfy Part 2, 3, 4 or 5 of clause 4.2 an *Insured Person* must be so disabled at the *Date of Disablement* that in our opinion their ill-health (whether physical or mental) makes it unable for them to resume their previous occupation at any time in the future and that they will be unable at any time in the future to engage in *Gainful Employment* for which they are reasonably suited by education, training or experience.

Part 1 - Unable to Return to Work

The *Insured Person* is unable to do any work as a result of *Injury* or *Illness* for 3 consecutive months and in our opinion at the end of that 3 months they continue to be so disabled as the result of their ill-health (whether physical or mental) that they are unable to resume their previous occupation at any time in the future and will be unable at any time in the future to engage in *Gainful Employment* for which they are reasonably suited by education, training or experience.

Part 2 - Permanent Impairment

The *Insured Person* is engaged in *Gainful Employment* when suffering an *Injury* or *Illness* and, as a result of that *Injury* or *Illness*, they suffer a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 4th edition, or any other recognised standard we agree.

Part 3 - Loss of Use Of

The *Insured Person* suffers the total, permanent and irrecoverable loss of:

(a) The use of 2 limbs, or

(b) The sight of both eyes, or

(c) The use of 1 limb and sight of 1 eye.

Part 4 - Cognitive Loss

The *Insured Person*, as a result of *Illness* or *Injury*, suffers *Cognitive Loss*.

Part 5 - Activities of Daily Working

The *Insured Person* suffers an *Illness* or *Injury*, that in our opinion:

(a) Totally and irreversibly prevents them from performing 2 of the *Activities of Daily Working* without assistance from another adult person for at least 3 consecutive months, and

(b) Since they became ill or injured, they have been under the regular care and attention of a *Doctor* for that *Illness* or *Injury*, and

(c) They are unable to ever again be able to perform at least 2 of the *Activities of Daily Working* without assistance from another adult person.

## 4.3 Loss of Sight and Loss of the Use of a Limb

In clauses 4.2 and 4.5:

(a) Loss of sight means the permanent loss of sight as a result of *Illness* or *Injury* to the extent that the visual acuity on the Snellen Scale eye chart is 6/60 or less in both eyes, or to the extent that visual field is reduced to 20 degrees or less of arc irrespective of corrected visual acuity, and

(b) Loss of the use of a limb means the loss of the use of a leg from at or above the ankle, or an arm from at or above the wrist, which is permanent.

## 4.4 What is a Terminal Illness?

Where an *Insured Person,* who has cover under *The Policy*, has been diagnosed with a *Terminal Illness*, we will pay a *Terminal Illness* benefit, where in our opinion:

(a) the *Date of Certification* of the *Terminal Illness* is on or after the date their cover commenced under *The Policy*. No *Terminal Illness* benefit will be considered where the Date of Certification is prior to this date,

(b) a *Terminal Illness* benefit will be the lesser of the *Insured Person's Agreed Benefit* or $3,000,000. Provided they remain an *Insured Person* and we continue to receive *Premium* for their cover, we will pay the residual death benefit balance calculated as at the *Insured Person's* date of death, less any *Terminal Illness* benefit that has already been paid,

(c) if a *Terminal Illness* benefit is admitted, all cover under *The Policy* will cease from that date except, subject to b) above any residual death benefit balance will be payable on death of the *Insured Person*,

(d) the *Insured Person* must supply, at their own expense, supporting medical evidence from two *Doctors,* at least one of the *Doctors* must be a specialist practising in the field to which the *Terminal Illness* relates. We will require this information in a form of our choosing and reserve the right to ask for any additional information that we feel is appropriate. Where we ask for additional information, we will incur the cost of obtaining this information,

(e) if *The Policy* has terminated, the *Insured Person*, will only be eligible for a *Terminal Illness* benefit where;

  i. the *Date of Certification* is prior to the date that *The Policy* terminated, and

  ii. the *Insured Person* is not eligible for a terminal illness, total and permanent disablement or death claim under a new replacement policy.

Where a *Terminal Illness* benefit is paid it will be considered as an advance payment of the *Insured Person's* death benefit.

From the date a *Terminal Illness* claim has been lodged, an *Insured Person* will no longer be eligible for any increase in cover under the policy without our prior approval.

## 4.5 Date of Disablement

If clause 4.2 is satisfied, *Total and Permanent Disablement* is treated as having occurred on the *Date of Disablement* which is the earlier of:

(a) The date on which the 3 consecutive months absence from work that results in *Total and Permanent Disablement* began, or

(b) The date on which the *Permanent Impairment* that results in *Total and Permanent Disablement* began, or

(c) The date on which the *Cognitive Loss* that results in *Total and Permanent Disablement* began, or

(d) The date the *Insured Person* suffers the loss of the sight in both eyes, or the use of both limbs, or the sight in 1 eye and the use of 1 limb, or

(e) The date the *Insured Person* suffers the loss of the sight of another eye or the use of another limb, having already suffered the loss of the sight of an eye or the use of a limb, or

(f) The date on which the 3 consecutive months inability to perform the *Activities of Daily Working* that results in *Total and Permanent Disablement* began.

## 4.6 Amount of Benefit

The *Agreed Benefit* that we must pay is the amount of cover in force under *The Policy* as determined by the *Agreed Benefit* stated in the Policy Schedule:

(a) On the date of death, if the claim is for death, or

(b) On the *Date of Disablement*, if the claim is for *Total and Permanent Disablement,* or

(c) On the date that we are satisfied the *Terminal Illness* is diagnosed, if the claim is for *Terminal Illness*.

# 5. Aspects of cover

## 5.1 24 Hour Worldwide Cover

Once it has come into force and while it remains in force, the cover we provide under *The Policy* in respect of an *Insured Person* operates 24 hours a day regardless of their geographical location, subject to clause 5.2 and 5.3.

Cover comes into force and takes effect from midnight Australia Eastern Standard Time on the day it commences. Cover ceases at midnight Australia Eastern Standard Time on the day it terminates.

## 5.2 Cover Whilst Overseas

Cover may continue for an *Insured Person* working overseas provided that,

(a) the *Insured Person* remains a member of the *Plan* throughout the period of overseas residence, and

(b) the period of overseas residence is no longer than three (3) years duration, and

(c) at the time of the *Insured Person's* departure, the country of residence is not considered a *Hazardous Destination*, and

(d) premium in respect of the *Insured Person* continues to be paid throughout the period of overseas residence, and

(e) the *Proposer* provides us with any other information about the *Insured Person* relevant to our decision on whether to continue to cover the *Insured Person* whilst they are working overseas.

Approval for continuation of cover while an *Insured Person* is working overseas for durations of longer than three (3) years will be subject to our individual approval and should be obtained from us prior to departure from Australia. If we approve this cover it may be subject to an additional premium.

Where an *Insured Person* is *Overseas*, we reserve the right to ask the *Insured Person* to return to Australia at their own expense in the event that they lodge a claim for *Total and Permanent Disablement* or *Terminal Illness*.

## 5.3 Benefit Whilst Residing Overseas

Whilst an *Insured Person* is *Overseas,* or resides in Australia and subsequently travels *Overseas*, we reserve the right to ask the *Insured Person* to return to Australia at their own expense in the event they lodge a claim for *Total and Permanent Disablement* or *Terminal Illness*.

## 5.4 Exclusions

No benefits are payable where a claim arises directly or indirectly as a result of war, act of war or the *Insured Person* participating in *Militant Activities*.

The *Agreed Benefit* for an *Insured Person* will be limited to 25% of 1 unit of cover under *The Policy* for death cover where the death of an *Insured Person* is caused by suicide or an intentional or self-inflicted act.

No *Agreed Benefit* will be paid under *The Policy* for *Total and Permanent Disablement* cover where the *Total and Permanent Disablement* of an *Insured Person* is the result of an intentional self-inflicted injury or attempted suicide.

In addition, where an *Eligible Person* or *Insured Person* is underwritten, we will advise our terms of acceptance as outlined under clauses 2.4 and 2.5.

## 5.5 How we Treat Existing Conditions

If there is a claim in respect of an *Insured Person* that arises in connection with a medical condition they were aware of before they were covered under *The Policy*, subject to the terms of *The Policy,* we will only be liable to pay the benefit that came into force as a result of our underwriting decision under clause 2.4 if the medical condition was disclosed to us previously and we agreed in writing to provide cover for it.

# 6. Premium

## 6.1 Monthly Review

For each monthly *Premium* the *Proposer* must provide us with:

(a) Details of each *Insured Person* who was covered under *The Policy* in the preceding month, and

(b) Details of each *Insured Person* who was covered under clause 5.2 in the preceding month, and

(c) Details of each *Insured Person* who has confirmed with the *Proposer* that they wish to retain their current *Agreed Benefit,* prior to cover ceasing as a result of 8.1(g), and

(d) Sufficient information about the cover for us to establish the total *Premium* due to us for the preceding month.

## 6.2 Premium Rate

Unless the cover which came into effect is subject to a loading, the premium rate for an *Insured Person* is:

(a) The premium rate stated in the Policy Schedule, or

(b) The premium rate that replaces the premium rate in the Policy Schedule if the premium rate is varied under the conditions of *The Policy*.

If cover for an *Insured Person* came into effect subject to a loading, the premium rate for that person is the rate required to insure that person under the terms on which we offered cover.

## 6.3 Payment by Instalments

If we have agreed in writing with the *Proposer* that we will accept the payment of *Premium* by *Instalments*, each *Instalment* is payable in full on the agreed due date.

## 6.4 Late Payment of Premium

We will allow 30 days from the due date for the payment of:

(a) The monthly *Premium*, or

(b) An *Instalment.*

Cover remains in force during this period unless it is terminated in the meantime under another clause of *The Policy*.

If we are liable to pay an entitlement to a benefit while a payment under this clause remains owing to us we may deduct the amount owed to us from the benefit.

# 7. Claims

## 7.1 Notice of Claim

Initial notice of a potential claim must be given to us as soon as possible after the incident that has caused the claim. This process ensures that we can efficiently and effectively manage all claims.

## 7.2 Proof of Claim

Our obligation to pay a benefit is subject to the following evidence:

(a) Written notice of any claim or potential claim being provided to us as soon as reasonably possible. This notice must be in the form of our claim forms and must include a *Doctor's* certification if we require one, and

(b) Proof that the relevant event has happened being provided to our satisfaction, and

(c) The *Insured Person* agreeing to provide information to us about the claim and to being interviewed by us or someone we appoint regarding it, if we require it, and

(d) Proof of the date of birth of the *Insured Person*, and

(e) If the claim arises from death, an original or certified copy of a death certificate, and

(f) If the claim arises from *Total and Permanent Disablement*, an initial medical report in a form of our choosing, and

(g) If the claim arises from *Terminal Illness*, two *Doctors* reports to be given in a form of our choosing. At least one of the registered *Doctors* must be a specialist in the field to which the *Terminal Illness* relates, and

(h) The *Insured Person*, at our discretion, attending any medical examinations which we may arrange and/or providing any other information we may require, and

(i) Such other proofs relating to the claim that we may request.

We will not pay for any costs incurred in obtaining any evidence, including for travel or accommodation, unless the cost was approved by us prior to it being incurred.

Where an *Insured Person* is *Overseas*, we reserve the right to ask the *Insured Person* to return to Australia at their own expense in the event that they lodge a claim for *Total and Permanent Disablement* or *Terminal Illness*.

## 7.3 Independent Medical Examination

We may arrange for a person to be medically examined in connection with a claim. If we do so:

(a) The person who examines the *Insured Person* may be any appropriate registered medical practitioner or other health care practitioner chosen by us at our discretion, and

(b) The *Insured Person* must attend the examination, and

(c) We must pay the practitioner's fees, and

(d) We may treat the contents of the practitioner's report as being confidential to us and if we agree to provide a copy of the report to the *Proposer* we require the *Proposer* to treat the report as confidential.

If we arrange for the *Insured Person* to be medically examined and they fail to attend the examination:

(i) We will not proceed with the assessment of their claim until they attend, and

(ii) We may suspend further payments of any benefit payable in respect of them until such time as they attend, and

(iii) If we incur a non-attendance fee we will ask for that fee to be paid prior to continuing to review the claim.

## 7.4 Payment of Claim Monies

All benefits will be in Australian currency.

## 7.5 Reviewing Claims

We will not pay costs incurred by the *Proposer* or an *Insured Person* in obtaining evidence to support a request for a review of a claim we have declined, unless otherwise agreed.

## 7.6 Who we Pay the Benefit to

We must pay any benefit to the *Proposer*.

When we follow the *Proposer's* instruction to pay a benefit, payment by us is a full discharge of our liability with respect to an entitlement due to the *Insured Person*, in relation to the claim.

# 8. Termination of Cover

## 8.1 When an Insured Person's Cover Ceases

Cover for an *Insured Person* under *The Policy* ceases on the earlier of:

(a) When they reach the *Cover Ceasing Age*, or

(b) When they cease to be an *Eligible Person* or *Insured Person* under the *Plan*, or

(c) When they commence active service with the armed forces of any country, except as a member of the Australian Defence Force Reserves whilst performing duties within Australia, or

(d) When their account balance is insufficient to meet the next premium that falls due, where this applies cover will cease on the last day of the month for which premium was paid, or

(e) Subject to clause 4.4, when we admit a claim for a benefit for them, or

(f) When they exercise their right to direct future contributions to another fund and transfer their entire account balance to this fund as a result of choice of fund legislation, or

(g) When their account in the *Plan* becomes *Inactive*, or

(h) When they cease to reside in Australia or fail to meet our agreed terms under clauses 5.2 and 5.3, or

(i) When they die, or

(j) When they are the perpetrator of a fraudulent claim under *The Policy*, or

(k) When the *Proposer* wishes cover to cease for the *Insured Person*, if it gives us a notice to that effect, or

(l) When all cover for every Insured Person under The Policy ceases.

## 8.2 When all Cover Ceases

All cover under *The Policy* ceases on the earlier of:

(a) When the *Proposer* has failed to provide us with the information it is obliged to provide under clause 6.1 for us to establish the total amount of *Premium* due to us for the preceding 12 months within 90 days of an *Annual Review Date*, or

(b) When the *Proposer* has failed to pay us a *Premium* or an *Instalment* within 30 days of the date it fell due, or

(c) When the *Proposer* notifies us that it wishes to terminate *The Policy*, or

(d) When the *Plan* is wound up or is amalgamated with another fund in circumstances where the *Proposer* ceases to be the *Proposer* of the *Plan*, or

(e) When legal proceedings are commenced for the winding up of the *Proposer.*

## 8.3 Reinstatement of Cover

Where an *Eligible Person* no longer has cover in force under *The Policy* as a result of 8.1 (d) or 8.1(g) cover may be reinstated subject to the following:

(a) Where an *On-time Employer Contribution* is received by the *Plan* within 6 months of the end of the month in which cover ceased in respect of them, then cover will be reinstated at the greater of *Default Cover* and the cover they held immediately prior to cover ceasing, or

(b) Where an *On-time Employer Contribution* is received by the *Plan* more than 6 months after the end of the month in which cover ceased in respect of them, then cover will be reinstated as *Default Cover*, and

(c) The *Eligible Person* is not applying for, entitled to, or has not been paid a total and permanent disablement or terminal illness benefit from any other superannuation fund or life insurance policy. Where this requirement is not met they are not eligible for cover under the policy.

Under reinstatement all cover is *Limited Cover* for 24 months. At the end of this 24 month period the *Insured Person* must be in *Active Employment* for 30 consecutive days. The 30 consecutive days will commence on the anniversary date 24 months after the date their cover commenced under *The Policy*. If this requirement is met then the *Limited*

*Cover* will end and full cover will apply from the first day after the 30 consecutive days has ended. If they do not meet this requirement *Limited Cover* will continue to apply until they have met this requirement.

Cover will recommence from the first day of the period for which the *On-time Employer Contribution* relates.

Where an *Eligible Person* no longer has cover in force under *The Policy* as a result of 8.1 (f) no reinstatement applies, cover will commence for them subject to clause 2.3 (a) or 2.3 (b).

## 8.4 What happens on Cessation of Cover for an Insured Person

No benefit is payable by us in respect of the death, *Total and Permanent Disablement* or *Terminal Illness* of a person that occurs after the date that cover for them has ceased.

Where The Policy is still in force, if cover for a person has ceased, Total and Permanent Disablement will only be treated as having occurred before the cessation of the person's cover provided that:

(a) Where the *Insured Person* is gainfully employed and working 15 or more hours each week within the 6 months prior to the *Date of Disablement*, the person commenced their initial period of 3 consecutive months absence from work before the cessation of cover, or

(b) For any other person not listed in (a) above, the person commenced their initial period of 3 consecutive months inability to perform the *Activities of Daily Working* as described in clause 4.2 before the cessation of cover, or

(c) Where the person suffers a *Cognitive Loss* as described in clause 4.2, their condition arose before the cessation of cover, or

(d) Where the person suffers *Permanent Impairment* or Loss of Use Of as described in clause 4.2, their condition arose before the cessation of cover, and

(e) The person has not performed any form of work whatsoever since the cessation of cover.

In all other circumstances, once cover for a person has ceased *Total and Permanent Disablement* is deemed to have occurred after the cover for them has ceased and we will not pay a benefit in respect of it.

## 8.5 Termination of Policy

We will terminate *The Policy* under FSC Guidance Note 11 (issued 9 May 2013). If we have commenced cover under any alternative terms our termination provisions will be adjusted to ensure that cover under *The Policy* commences and terminates on a consistent basis.

# 9. The Policy

## 9.1 This Policy is a Contract

*The Policy* is evidence of a contract of insurance between the *Proposer* and us for the payment of benefits upon the terms and conditions set out in it.

## 9.2 Statutory Fund

*The Policy* is issued in our Australian Statutory Fund. It does not acquire a surrender value and it does not participate in our profits.

## 9.3 What Documents Make up this Policy

The documents that make up *The Policy* are:

(a) The document in which the *Proposer* applied for *The Policy*, and

(b) This printed document including the Policy Schedule, and

(c) All documents which record an authorised variation of *The Policy*, and

(d) Any statement relevant to their cover under *The Policy* completed by or on behalf of any *Insured Person*, and

(e) All documents that set out a condition, restriction or increase in *Premium* that applies to an *Insured Person*.

## 9.4 The Policy Number

*The Policy* number is stated in the Policy Schedule.

## 9.5 When the Policy Begins and Ends

Insurance cover will be provided under *The Policy* from the *Commencement Date* once all of the following events have occurred:

(a) We have issued a welcome letter advising the *Commencement Date*, and

(b) The *Proposer* has paid us the requested *Premium*, and

(c) The *Proposer* has provided us with satisfactory information to calculate the *Agreed Benefit* for all *Insured Persons,* and

(d) We have issued a policy document signed by us.

Once *The Policy* comes into effect on the *Commencement Date* it remains in force until all cover under it ceases on the date described in clause 8.2.

## 9.6 Guarantee Period

We may vary any terms of *The Policy,* including an increase in the *Premium* rate, after the expiry of the *Guarantee Period* as per clause 9.7.

We may also vary any of the terms and conditions of *The Policy*, including the premium rate, within the *Guarantee Period* by giving the *Proposer* notice of variation if, since the *Commencement Date* or the date the terms and conditions of *The Policy* were last varied;

(a) the number of *Insured Persons* within a category of membership varies by more than 25%; or

(b) the formula used to calculate the *Agreed Benefit* for any category of membership alters; or

(c) cover has been granted or members admitted to the fund on terms contrary to these agreed between the *Proposer* and us; or

(d) the conditions under which persons are eligible for cover under *The Policy* alter; or

(e) in our opinion, changes in occupations, countries in which *Insured Persons* are located, or other circumstances leads to a material change in the risk insured by *The Policy*; or

(f) in our opinion, there is a change in any government charge, licence fee, tax or other impost that is directly attributable to *The Policy*.

Such a variation in the terms and conditions of *The Policy* will have effect from the date we nominate in our notice to the *Proposer* as the date from which the variation is effective and this date will not be prior to the (3) months' notice given to the *Proposer*. We will provide the *Proposer* with three (3) months written notice.

## 9.7 Our Rights to Vary the Conditions

At the expiration of the *Guarantee Period* we may vary any of the terms and conditions of *The Policy*, including the premium rate, subject to giving 3 months' notice of the variation to the *Proposer*. However no variation in the terms of this policy may be made which would enable us to refuse to continue to insure this policy.

## 9.8 Variations of the Policy

A variation of *The Policy* is only effective if it is permitted under the terms of *The Policy* and it is made via an endorsement by us.

## 9.9 Outbreak of War

We may increase the *Premium* under *The Policy* at any time (including during the *Guarantee Period*) for any or all *Insured Persons* by giving written notice in the event of any invasion or outbreak of war (whether declared or not) which involves Australia, New Zealand or an *Insured Person's* country of residence.

## 9.10 Duty of Disclosure

*Proposer* has a duty to tell us anything that you know, or could reasonably be expected to know, which may affect our decision to insure the *Proposer* and any other *Insured Member* and on what terms.

The *Proposer* have this duty until we agree to insure you, and also before you extend, vary or reinstate the *Policy;*

The *Proposer* does not need to tell us anything that:

(a) reduces our risk;

(b) is common knowledge;

(c) we know or should know as an insurer; or

(d) we waive your duty to tell us about.

Any failure by an *Insured Member* (other than the *Proposer*) to tell us this information may be treated as a failure by the *Proposer* to comply with this duty of disclosure.

**If the *Proposer* or *Insured Member* does not tell us something**

We may apply the following rights separately to each type of cover that we consider could form a separate policy.

If the *Proposer* or *Insured Member* does not tell us something that they know, or could reasonably be expected to know, may affect our decision to provide the insurance and on what terms, this may be treated as a failure by the person entering into the contract to tell us something that he or she must tell us.

If the *Proposer* or *Insured Member*, does not tell us anything they are required to, and we would not have insured them if they had told us, we may avoid the contract within three years of entering into it.

If we choose not to avoid the contract, we may, at any time, reduce the amount insured for. This would be worked out using a formula that takes into account the premium that would have been payable if *Proposer* or *Insured Member* had told us everything they should have. However, if the contract has a surrender value, or provides cover on death, we may only exercise this right within 3 years of entering into the contract.

If we choose not to avoid the contract or reduce the amount insured for, we may, at any time vary the contract in a way that places us in the same position we would have been in if the *Proposer* or *Insured Member* had told us everything they should have. However, this right does not apply if the contract has a surrender value or provides cover on death.

If the *Proposer's* or *Insured Member's* failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed. We may apply these rights separately to each type of cover that we consider could form a separate policy.

## 9.11 Privacy Policy

The Privacy Act 1988 sets out a number of principles that we must comply with in the collection, security, storage, use and disclosure of personal information. These principles are known as the Australian Privacy Principles. A copy of our privacy policy is available at: www.aia.com.au or by contacting us on 1800 333 613 to obtain a copy.

If our customers have any questions or concerns about their Personal Information, they can contact us as set out below:

**The Compliance Manager**

AIA Australia Limited PO Box 6111

Melbourne VIC 3004

Phone 1800 333 613

## 9.12 When Incorrect Information is given to us

We rely on information provided to us to determine if insurance cover is available and if so on what terms. If the information provided is not correct, we may be legally entitled not to pay benefits in respect of the person under *The Policy*.

## 9.13 Incorrect Information and Misrepresentation

We may be legally entitled to vary the *Insured Person*'s *Agreed Benefit* if the *Insured Person*'s date of birth that was given to us was incorrect.

If there is a failure to comply with the duty of disclosure or any misrepresentation is made in respect of an *Insured Person*, we may be legally entitled to avoid the cover in relation to the *Insured Person* or vary the benefit payable.

## 9.14 Who to Contact

If you have any questions or concerns please contact us directly on 1800 333 613 and we will promptly investigate your enquiry, referring it if necessary to our Internal Disputes Resolution Committee (IDRC).

Internal complaints are normally resolved within 45 days. In special circumstances, we may take longer. If this is the case, we will advise you.

Each concern or complaint is assessed thoroughly by an internal specialist to ensure it is resolved in a timely manner with a fair and reasonable outcome.

If you are not satisfied with the response provided, you may complain to the independent Australian Financial Complaints Authority (AFCA).

Details are as follows:

**Australian Financial Complaints Authority (AFCA)**

GPO Box 3

MELBOURNE VIC 3001

Telephone: 1800 931 678

Email: info@afca.org.au

Online: www.afca.org.au

# 10. Definitions

**Accident Cover**

means only where a claim is as a result of *Injury* solely by visible, violent and external means to the body, for cover that comes into force under clause 3.1 that results in the death, or where applicable *Total and Permanent Disablement,* of an *Eligible Person* or *Insured Person*.

**Active Employment**

means that a person will be considered to be at work if they are gainfully employed (including being on Employer approved leave, except leave caused by illness of injury) and is attending work and actively performing all of the duties and hours of their usual occupation for the Employer without restriction due to *Illness* or *Injury*.

**Activities of Daily Working**

means:

(a) Walking and Bending:
The ability to walk more than 200m on a level surface without stopping due to breathlessness, angina or severe pain elsewhere in the body; and
The ability to bend, kneel or squat to pick something up from the floor and straighten up again and the ability to get into and out of a standard sedan car.

(b) Vision (reading):
The ability to read with visual aids, to the extent that an ophthalmologist can certify that: visual acuity is equal to, or better than, 6/48 ·1n both eyes; or
constriction is within or greater than 20 degrees of fixation in the eye with the better vision.

(c) Lifting:
The ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.

(d) Manual dexterity:
The ability, with reasonable precision and success, to: use at least one hand, its thumb and fingers, to manipulate small objects; or
use a keyboard if the person was required to use a keyboard in his/her previous job.

(e) Communication:
They cannot: clearly hear (with a hearing aid or other aid if normally used) conversational speech in a quiet room in their first language, or
speak with sufficient clarity to be clearly understood in their first language.

**Agreed Benefit**

means in relation to an *Insured Person* the amount of benefit for which cover is in force.

**Annual Review Date**

means the effective date at which we review the benefits and *Premium* each year as stated in the Policy Schedule.

**Australian Resident**

means an Australian citizen or a person who is the holder of an Australian permanent visa within the meaning of Section 30 of the Migration Act 1958 or resides in Australia on a 457 working visa. It also includes a New Zealand citizen who is residing and working in Australia.

**Cognitive Loss**

means we have determined a total and permanent deterioration or loss of intellectual capacity which requires the *Insured Person* to be under the continuous care and supervision by another adult person for at least 3 consecutive months and at the end of that 3 month period, they are likely to require permanent ongoing continuous care and supervision by another adult person.

**Commencement Date**

means the date stated in the Policy Schedule.

**Cover Ceasing Age**

means the maximum age to which cover will be provided under *The Policy* in respect of an *Insured Person.* The *Cover Ceasing Age* is stated in the Policy Schedule.

**Date of Disablement**

means the date on which *Total and Permanent Disablement* is treated as having occurred under clause 4.5

**Date of Certification**

means the date, or if two different dates, the later of the dates on which two *Doctors* jointly or separately sign our *Terminal Illness* claim, that the *Insured Person* suffers a *Terminal Illness.*

**Default Cover**

means 2 units of cover based on the Agreed Benefit Scale in the Appendix.

**Doctor**

means a registered medical practitioner who is legally qualified and properly registered to practice in Australia or New Zealand or such place as otherwise agreed by us. That person may not be the *Insured Person*, the *Insured Person*'s business partner, a member of the *Insured Person*'s immediate family or their employer.

**Eligible Person/s**

means a person who satisfies the conditions described in clause 2.2.

**Employer Contribution**

means the amount remitted by a member's Employer to be credited to the *Insured Person's* account in respect of a period of Employment.

**First Eligible**

means a person is first eligible to join the *Plan* on the later of:
(a) When they first commence employment with a *Participating Employer* in respect of which a *Plan* membership number is allocated to them, or
(b) When their employer becomes a *Participating Employer* and has selected the *Plan* to be the default superannuation fund for the purposes of Superannuation Guarantee contributions for their employees and a *Plan* membership number is allocated to them, or

Should an employee first become eligible to receive a Superannuation Guarantee Contribution at a date later than (a) or (b) above, then this date will become the date on which that member was first eligible to join the *Plan*.

**Gainful Employment**

means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment at the time we assess the claim and includes part-time occupations, an occupation which may be perceived by the person to be of lower status than the person's previous occupation or an occupation in which the person does not earn as much income as they did in their previous occupation and taking into account any retraining they have undertaken or have a capacity to undertake in the future.

**Guarantee Period**

means the period stated in the Policy Schedule and described in clause 9.6.

**Guidance Note 11**

means Financial Services Council Guidance Note No. 11 Group Insurance Takeover Terms

**Hazardous Destination**

means a country that is listed on the Department of Foreign Affairs & Trade website (www.dfat.gov.au) with an alert status of 'Do not travel'.

**Inactive**

means an *Insured Person's* account with the *Plan* has not received an amount as described in section 68AAA(3) of the Superannuation Industry (Supervision) Act 1993 for a period of 16 consecutive months, except where *Insured Person* has notified the *Proposer* in advance in writing not to cease their *Agreed Benefit* in these circumstances or you are permitted to provide insurance cover to them under section 68AAA(6) of the Superannuation Industry (Supervision) Act 1993 despite their account being *Inactive.*

**Injury**

means bodily injury caused by violent, external and visible means

**Illness**

means a sickness, disease or disorder.

**Instalment/s**

means a partial payment of *Premium* that we have agreed to under clause 6.3.

**Insured Person/s**

means an *Eligible Person* for whom cover other than *Accident Cover* is in force.

**Limited Cover**

means an *Illness* diagnosed or an *Injury* that occurs on or after the date cover commenced or recommenced for an *Insured Person* under *The Policy.*

**Maximum Entry Age**

means the maximum age of a person to be eligible to apply for cover under *The Policy*. The *Maximum Entry Age* is stated in the Policy Schedule.

**Membership Application Form**

means the application form on which a member requests cover which has been agreed between us and the *Proposer* from time to time.

**Militant Activities**

means actively participating or contributing to, an act of terrorism, war or war-like operation or civil commotion.

**Minimum Entry Age**

means the minimum age of a person to be eligible to apply for cover under *The Policy*. The *Minimum Entry Age* is stated in the Policy Schedule.

**Nominated Event**

means:

(a) Marriage, or
(b) Divorce, or
(c) The *Insured Person* or their *Partner* gives birth or adopts a child/children, or
(d) The *Insured Person* purchases a home for their permanent residence with a mortgage on that residence of $100,000 or more.

**On-time**

means an *Employer Contribution* that is received by the *Plan* within 180 days of the date in respect of which it relates.

**Overseas**

means anywhere other than the Commonwealth of Australia and its Territories.

**Paralysis**

means any of the following:

(a) Diplegia, the permanent and total loss of function of both sides of the body due to *Injury* or *Illness*, or
(b) Hemiplegia, the permanent and total loss of function of one side of the body due to *Injury* or *Illness*, or
(c) Paraplegia, the permanent and total loss of use of both legs resulting from *Injury* or *Illness*, or
(d) Quadriplegia, the permanent and total loss of use of both arms and both legs resulting from *Injury* or *Illness*, or
(e) Tetraplegia, the permanent and total loss of use of both arms and both legs resulting from *Injury* or *Illness*.

**Partner**

means a legal spouse or a person living with an *Insured Person* as their spouse on a bona-fide domestic basis, they may be the same sex as the *Insured Person*.

**Participating Employer**

means an employer who makes or agrees to make contribution payments to the *Plan*, abides by the rules governing the *Plan* and a *Plan* membership number is allocated to them.

**Permanent Impairment**

means a condition as specified in clause 4.2

**Plan**

means the entity identified in the Policy Schedule.

**Premium**

means the money paid to us or owed to us for the insurance we provide under *The Policy*.

**Previous Policy**

means the Group Life insurance policy number VGL4194 issued to the Proposer by Hannover Life Re of Australasia Ltd ABN: 37 062 395 484

**Proposer**

means the owner of *The Policy* as stated in the Policy Schedule.

**Terminal Illness**

means a disease or condition that, in the opinion of two registered *Doctors* approved by us and supported by test results, is highly likely to result in the *Insured Person's* death within a period of 24 months of the *Date of Certification*. At least one of the *Doctors* must be a specialist in the field to which the *Terminal Illness* relates.

**The Policy**

means the contract of insurance which commenced on the *Commencement Date* as varied from time to time and which continues until properly terminated under the terms of the policy. This document contains the current terms and conditions effective from the *Commencement Date,* as stated in the Policy Schedule.

**Total and Permanent Disablement**

means any of the conditions described in clause 4.2.

**AIA Australia**

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