

Group Salary Continuance Policy

TAL

Group Life Policy Number GSC458
Group Life Policy Name Telstra Superannuation Scheme
Group Life Policy Owner Telstra Super Pty Ltd
Endorsement number No. 9

This is the ninth (9th) endorsement to the policy and takes effect from 12.00 am on 1 July 2014 ("commencement date").

BACKGROUND:

- A. Since 26 September 2005, TAL Life Limited ("TAL") has provided income protection cover for eligible members of all divisions (except Division 8 (Sensis)) of the Telstra Superannuation Scheme ("the fund") under GSC458 policy issued to Telstra Super Pty Ltd in its capacity as trustee of the fund ("Trustee"). Cover for eligible insured (accumulation) members of Division 8 (Sensis) under GSC458 policy commenced on 1 November 2005. On 30 November 2013, accumulation members of Division 8 (Sensis) were transferred into Division 6, including their insurance cover.
- B. TAL and the Trustee have mutually agreed that from the commencement date the terms and conditions of GSC458 policy are varied in accordance with the operative provision below.

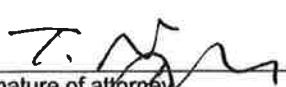
OPERATIVE PROVISION:

- A. Except as otherwise indicated in this policy endorsement 9, effective from the commencement date, GSC458 policy is varied by deleting all of the previous terms and conditions including the Appendices and replacing them with the terms and conditions including the Appendices contained in this policy endorsement 9.

Signed for and on behalf of **TAL Life Limited** ABN 70 050 109 450 by its duly appointed attorney under power of attorney dated 29 August 2013 who at the date hereof had no notice of revocation of such power of attorney.




Signature of attorney
George Kourt
Company Secretary
Name
8-9-2014
Date signed




Signature of attorney
Toru Nagashima
Name
8/9/2014
Date signed

Signed for and on behalf of **Telstra Super Pty Ltd** ABN 86 007 422 522



Signature of authorised representative
GORDON WILLIAMSON
Name of authorised representative
GENERAL MANAGER OPERATIONS
Title



Signature of authorised representative
CHRIS DAVIES
Name of authorised representative
CHIEF EXECUTIVE OFFICER
Title

This page has been left blank intentionally.

Group Income Protection Policy

Policy Number GSC458

Contents

PART I.	THE POLICY	5
1.	THE POLICY	5
PART II.	DEFINITIONS	6
2.	GENERAL DEFINITIONS	6
PART III.	CONDITIONS RELATING TO COVER FOR ALL MEMBERS	19
3.	BENEFITS	19
3.1.	Total disability benefit	19
3.2.	Partial disability benefit	19
3.3.	Recurrent disability	20
3.4.	One benefit at a time	20
3.5.	Maximum benefit payment period	20
3.6.	Limitations and exclusions	20
3.7.	Indexation of benefit payment	21
4.	INTERIM ACCIDENT COVER	21
4.1.	Accident cover while we consider your application	21
4.2.	Interim accident disability cover	21
4.3.	Amount of benefit	21
4.4.	Interim accident cover period	22
4.5.	Cessation of interim accident benefit	22
4.6.	Interim accident cover benefit – effect on application for cover	22
4.7.	Interim accident cover benefit – exclusions	22
5.	CLAIMS	23
5.1.	When to make a claim	23
5.2.	Claim requirements	23
5.3.	Claims assessment information	24
6.	PREMIUM	24
6.1.	Time to pay premium	24
6.2.	Premium payable	24
6.3.	Overdue premium	25
6.4.	Misstatement of age	25
6.5.	Waiver of premium	25
7.	VARIATION OF POLICY	25
7.1.	Variation by agreement	25
7.2.	Variation by us	25
8.	ADMINISTRATION AND INTERPRETATION	26
8.1.	This policy	26
8.2.	Termination of this policy	26
8.3.	Notices	26
8.4.	Payments	27
8.5.	Records	27
8.6.	Audit	27
8.7.	Waiver	27
8.8.	Non assignment of policy	27
8.9.	Privacy statement	27
8.10.	Interpretation	27
9.	SPECIAL CONDITIONS	27

9.1.	Cover while on paid and unpaid leave	27
9.2.	World wide cover	28
10.	VARIATION TO COVER	28
10.1.	Forward underwriting limits	28
10.2.	Changes to occupation grouping	28
11.	END OF COVER	28
11.1.	End of cover	29
11.2.	Insured cover when policy terminates	29
PART IV.	CONDITIONS RELATING TO COVER FOR EMPLOYED (ACCUMULATION)	
	MEMBERS IN DIVISION 6.....	31
12.	EXISTING MEMBERS WITH COVER AT 1 JULY 2014.....	31
12.1.	Cover and restrictions applying to existing members with cover at the commencement date ..	31
13.	NEW MEMBERS OF DIVISION 6 FROM AT 1 JULY 2014.....	31
13.1.	Eligibility.....	31
13.2.	Commencement of default cover.....	32
13.3.	Amount of default cover.....	32
13.4.	Changing employment status from casual basis to permanent basis.....	32
13.5.	Limitations on new cover commencing outside usual conditions.....	32
14.	OPTION TO VARY COVER ON JOINING	32
15.	COVER FOR MEMBERS OF A NEW ASSOCIATED EMPLOYER.....	33
16.	GENERAL CONDITIONS	34
16.1.	Recommencement of insured cover	34
16.2.	Underwritten cover and increases and reductions in cover	34
16.3.	Automatic continuation of cover in Division 4 (Personal Plus).....	34
PART V	CONDITIONS RELATING TO COVER FOR PERSONAL DIVISION MEMBERS IN	
	DIVISION 4 (PERSONAL PLUS)	37
17.	EXISTING MEMBERS WITH COVER AT 1 JULY 2014.....	37
17.1.	Cover and restrictions applying to existing members with cover at the commencement date ..	37
18.	NEW MEMBERS & MEMBERS WITHOUT COVER AT 1 JULY 2014.....	37
18.1.	Eligibility.....	37
18.2.	Commencement of cover.....	38
18.3.	Amount of cover	38
19.	GENERAL CONDITIONS	38
19.1.	Recommencement of insured cover	38
19.2.	Increases, reductions and variations in cover.....	38
19.3.	Obtaining cover in Division 6	39
PART VI.	APPENDIX A	41
PART VII.	APPENDIX B	43

PART I. THE POLICY

1. THE POLICY

- 1.1 This policy is evidence of a contract of insurance between *us* and *you* for the payment of certain insurance benefits upon the conditions set out in this policy in consideration of the payment of premiums by *you*. It consists of this PART I, and the following:
- a) PART II – which sets out the definitions;
 - b) PART III – which sets out general terms and conditions applicable to income protection cover for all *insured members*;
 - c) PART IV – which sets out the specific terms and conditions for *insured members of Division 6*;
 - d) PART V – which sets out the specific terms and conditions for *insured members of Division 4 (Personal Plus)*;
 - e) PART VI – Appendix A;
 - f) PART VII – Appendix B; and
 - g) any document which evidences any alteration or variation of the policy.

PART II. DEFINITIONS

2. GENERAL DEFINITIONS

The following words or expressions have the meanings set out below where they appear in this policy:

30 day waiting period:	bears the meaning ascribed to it in paragraph 1)D) within the definition of <i>waiting period</i> .
60 day waiting period:	bears the meaning ascribed to it in paragraph 1)D) within the definition of <i>waiting period</i> .
90 day waiting period:	bears the meaning ascribed to it in paragraph 1)D) within the definition of <i>waiting period</i> .
120 day waiting period:	bears the meaning ascribed to it in paragraph 1)D) within the definition of <i>waiting period</i> .
accident:	means the occasioning of an injury caused directly and solely by some violent, external and visible means and which is capable of direct proof.
annual review date:	means 1 July every year.
application date:	means the date <i>you</i> receive a valid <i>application for cover</i> available under this policy or a valid application for an increase in cover under conditions 16.2.1, 18.1.1 or 19.2.1.
application for cover:	means an application for cover under this policy on a form issued by <i>you</i> offering insurance options as agreed with <i>us</i> that is current at the time of the receipt of the application by <i>you</i> .
application for membership:	means an application for membership of the <i>fund</i> on a form issued by <i>you</i> that is current at the time of the receipt of the application by <i>you</i> .
approved rehabilitation program:	means an occupational or vocational rehabilitation program, device preapproved by <i>us</i> and a <i>medical practitioner</i> that will assist the <i>insured member's</i> rehabilitation and their return to performing most of the duties of their <i>regular occupation(s)</i> but excluding any program providing hospital treatment or general treatment within the meaning of the <i>Private Health Insurance Act 2007 (Cth)</i> or any other program that might cause the policy to cease to be exempt from the <i>National Health Act 1953 (Cth)</i> or <i>Health Insurance Act 1973 (Cth)</i> or any similar legislation in connection with health insurance.
associated employer:	means an employer who has been approved by the <i>principal employer</i> to become an associated employer.
associated employer cover:	means the cover described in condition 15.
at work:	means the person is actively performing all the primary duties of his or her <i>regular occupation</i> and is not in receipt of and/or entitled to claim income support benefits from any source including workers' compensation benefits, statutory transport accident benefits and disability income benefits. A person who does not meet these requirements is correspondingly described as not "at work".
Australian resident:	means an Australian or New Zealand Citizen or a person with the unrestricted right to permanently reside in Australia. Additionally an Australian resident will include persons with the right to reside in Australia on a de facto or work type visa but only during the period the

	person resides in Australia.						
automatic acceptance limit:	<p>means the limit as determined in accordance with the table below:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Division</th> <th style="text-align: left;">Automatic acceptance limit</th> </tr> </thead> <tbody> <tr> <td><i>Division 6</i></td> <td> the lower of: i) 85% of an <i>insured member's income</i> divided by 12; and ii) \$20,000 per month </td> </tr> <tr> <td><i>Division 4 (Personal Plus)</i></td> <td>Nil</td> </tr> </tbody> </table>	Division	Automatic acceptance limit	<i>Division 6</i>	the lower of: i) 85% of an <i>insured member's income</i> divided by 12; and ii) \$20,000 per month	<i>Division 4 (Personal Plus)</i>	Nil
Division	Automatic acceptance limit						
<i>Division 6</i>	the lower of: i) 85% of an <i>insured member's income</i> divided by 12; and ii) \$20,000 per month						
<i>Division 4 (Personal Plus)</i>	Nil						
benefit payment period:	<p>means either:</p> <p style="margin-left: 40px;">A) 2 years; or</p> <p style="margin-left: 40px;">B) 5 years,</p> <p>as determined in accordance with this policy.</p>						
calendar month:	<p>means a period commencing at the beginning of a day of one of the 12 months of the year and ending immediately before the beginning of the corresponding day of the next month or, if there is no such corresponding day, ending at the expiration of the next month.</p>						
casual basis:	<p>means on a casual basis and receiving a loading on their hourly rate of pay in lieu of, or as advance payment for, various employment entitlements which include paid annual leave and paid personal leave.</p>						
commencement date:	<p>means the commencement of 1 July 2014.</p>						
contractor:	<p>means a natural person who is:</p> <p style="margin-left: 40px;">A) not employed by an <i>employer</i>;</p> <p style="margin-left: 40px;">B) engaged by an <i>employer</i> to perform duties, services or work under a contract; and</p> <p style="margin-left: 40px;">C) entitled to have <i>superannuation contributions</i> paid for his or her benefit in respect of services rendered.</p>						
cover cessation age:	<p>means the date the <i>insured member</i> attains 65 years of age.</p>						
date of disablement:	<p>means the date of the commencement of the first <i>waiting period</i> which applies with respect to an <i>accident</i> or <i>sickness</i> suffered by an <i>insured member</i>.</p>						
deemed member:	<p>means unless we otherwise agree in writing, a person who has been admitted into membership of the <i>fund</i> without having to complete an <i>application for membership</i>.</p>						
default cover:	<p>means the cover provided to a <i>member</i> on a default basis determined by the <i>division</i> to which the <i>member</i> belongs at the time their cover commences according to condition 13.2.1 and the table below:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Division</th> <th style="text-align: left;">Default cover</th> </tr> </thead> <tbody> <tr> <td><i>Division 6</i></td> <td>The maximum amount a <i>member</i> can receive under <i>automatic acceptance limit</i>. This cover will be subject to a 2 year <i>benefit period</i> and a 90 day</td> </tr> </tbody> </table>	Division	Default cover	<i>Division 6</i>	The maximum amount a <i>member</i> can receive under <i>automatic acceptance limit</i> . This cover will be subject to a 2 year <i>benefit period</i> and a 90 day		
Division	Default cover						
<i>Division 6</i>	The maximum amount a <i>member</i> can receive under <i>automatic acceptance limit</i> . This cover will be subject to a 2 year <i>benefit period</i> and a 90 day						

	<i>waiting period.</i>
	<i>Division 4 (Personal Plus)</i> Nil
<i>disabled / disability / disablement:</i>	means <i>partially disabled</i> or <i>totally disabled</i> , as applicable.
<i>division/s:</i>	means one or more of <i>Division 4 (Personal Plus)</i> , or <i>Division 6</i> , being division/s of the <i>fund</i> .
<i>Division 4 (Personal Plus):</i>	means the segment of the <i>fund</i> that pursuant to the trust deed of the <i>fund</i> has been designated by <i>you</i> to be the <i>division</i> to be known as <i>Division 4 (Personal Plus)</i> .
<i>Division 6:</i>	means the segment of the <i>fund</i> that pursuant to the trust deed of the <i>fund</i> has been designated by <i>you</i> to be the <i>division</i> to be known as <i>Division 6</i> .
<i>employee/s:</i>	means a person engaged under a contract of employment and includes a <i>contractor</i> .
<i>employer/s:</i>	means the <i>principal employer</i> , <i>associated employer</i> or <i>non-associated employer</i> as applicable.
<i>forward underwriting limit:</i>	means the level applicable to an <i>insured member</i> and determined by <i>us</i> and under condition 10.1 in accordance with guidelines agreed between <i>you</i> and <i>us</i> .
<i>fund:</i>	means the Telstra Superannuation Scheme, which was constituted and is governed by a declaration of trust pursuant to the trust deed dated 13 June 1990 as amended from time to time.
<i>group start date:</i>	means where <i>we</i> have agreed in writing for <i>associated employer cover</i> to apply in relation to an <i>associated employer</i> the date from which <i>we</i> have agreed that cover under this policy in respect of <i>employees</i> of that <i>associated employer</i> will begin to be provided.
<i>guarantee period:</i>	means 1 July 2014 to 30 June 2017.
<i>income:</i>	<p>means:</p> <p>for <i>Division 6 members</i>:</p> <p>the total annual remuneration (excluding <i>superannuation contributions</i>) received from the <i>member's</i> gainful work, before the deduction of income tax, including:</p> <ul style="list-style-type: none"> • cash salary; and • the monetary value of non-cash benefits or fringe benefits provided by the <i>member's employer</i> in direct substitution of salary; and • performance related commissions during the previous 12 months <p>as advised to <i>you</i> by the <i>member's employer</i> as at:</p> <ul style="list-style-type: none"> • the date the person became a <i>Division 6 member</i> where that person's cover has not commenced at the last <i>annual review date</i>; • the last <i>annual review date</i> where that person's cover has commenced at the last <i>annual review date</i>; or; • the date the person has been accepted for cover under conditions 16.1.116.1.1 or 16.2.2 where that person has applied for cover under conditions 16.1.1 or 16.2.1 since the last <i>annual review date</i>.

Income does not include bonuses, or overtime unless we agree in writing that it is included.

for Division 4 members:

the total of A), B) and C) where applicable and as advised to us by you or the member as at the date we last agreed to provide the member insured cover:

- A. for an *insured member* who is employed on a *permanent basis* or works as a *contractor*:
- i) the total annual remuneration (excluding *superannuation contributions*) received from the *member's* gainful work, before the deduction of income tax, including:
- cash salary; and
 - the monetary value of non-cash benefits or fringe benefits provided by the *member's employer* in direct substitution of salary.

Income does not include commissions, bonuses, or overtime unless we agree in writing that it is included.

- B. for an *insured member* who is employed on a *casual basis*:
- i) the total remuneration (excluding *superannuation contributions*) received from the *member's* gainful work, before the deduction of income tax, including:
- cash salary; and
 - the monetary value of non-cash benefits or fringe benefits provided by the *member's employer* in direct substitution of salary
- averaged over the lesser of:
- the previous 12 months; and
 - the period since they commenced employment in this role.

Income does not include commissions, bonuses, or overtime unless we agree in writing that it is included.

- C. for an *insured member* who directly or indirectly owns all or part of a business from which they earn their regular salary (excluding *superannuation contributions*) and before the deduction of income tax and they are an *employee* of that business:
- ii) the regular salary earned from the *member's* personal exertion through their gainful work after the deduction of the *member's* share of all business expenses incurred in earning the income averaged over:
- a) the previous 3 financial years; or
 - b) any lesser period as agreed by us.

Income does not include investment income, profit distributions or similar payments that may continue in the event of disability.

indexation factor:

means the percentage increase in the Consumer Price Index (weighted average of eight capital cities combined) as last published by the Australian Bureau of Statistics or its successors in respect of the 12 month period ending 30 September in each year. If this is not available by 15 November in each year the percentage increase shall be calculated by reference to such other similar price index as we may determine.

insured cover:

in reference to an *insured member* means the cover that is in force under this policy in

	relation to them.
insured member/s:	means a <i>member</i> for whom we have agreed to provide cover under this policy and continues to be insured under this policy.
interim accident cover:	means the cover described in condition 4.
interim accident cover period:	means the period described in condition 4.4.1.
joining offer application:	means an application for cover under condition 14 on a form issued by <i>you</i> offering insurance options as agreed with <i>us</i> that is current at the time of the receipt of the application by <i>you</i> .
limited cover:	means the <i>insured member</i> is only covered for: <ul style="list-style-type: none"> A) <i>sickness</i> that first becomes apparent; or B) an <i>accident</i> that first occurs; on or after the date the cover commences, recommences or increases under this policy for the <i>insured member</i> .
maximum accident cover:	means \$15,000 per month.
maximum cover limit:	means: <ul style="list-style-type: none"> A) \$50,000 per month for <i>insured cover</i> with a 2 year <i>benefit payment period</i>; or B) \$30,000 per month for <i>insured cover</i> with a 5 year <i>benefit payment period</i>.
medical practitioner/s:	means a medical practitioner who is legally qualified and registered to the equivalent Australian standards (and includes an appropriate specialist) who is not the policy owner or the life insured, their <i>spouse</i> , relative or business associate.
member/s:	means a person who: <ul style="list-style-type: none"> A) was admitted into membership of the <i>fund</i>; and B) who has not ceased to be a member of the <i>fund</i>, in accordance with the <i>fund's</i> trust deed.
monthly benefit:	means, subject to condition 3.7 the lesser of: <ul style="list-style-type: none"> A) <i>insured cover</i> which applies with respect to a <i>member</i>, for: <ul style="list-style-type: none"> i) for claims made by <i>members</i> who became <i>Division 4</i> or <i>Division 6 members</i> prior to the <i>commencement date</i> for which the <i>date of disablement</i> occurred prior to the <i>commencement date</i> – 75% of <i>pre-disability income</i> in accordance with the terms that applied prior to the <i>commencement date</i>; ii) for claims made by <i>members</i> who became <i>Division 4</i> or <i>Division 6 members</i> prior to the <i>commencement date</i> for which the <i>date of disablement</i> occurred on or after the <i>commencement date</i> – 85% of <i>pre-disability income</i> (including 10% of the member's <i>pre-disability income</i> to be

paid directly into the *insured member's* superannuation account by you, after deduction of any relevant taxes, as set out in condition 5.3.3); and
iii) for all claims made by *members* who became *Division 4* or *Division 6 members* on or after the *commencement date* – 85% of *pre-disability income* (including 10% of the *member's pre-disability income* to be paid directly into the *insured member's* superannuation account by you as set out in condition 5.3.3); and

B) *maximum cover limit*.

monthly income:

means, in respect of an *insured member* who suffers *partial disability* the amount of *income* received by that *insured member* during that month which was payable in respect of that month, or which, though not actually received during that month, we reasonably apportion to them for the month in respect of which we are paying a *partial disability benefit*, and any *income* which, in our opinion, the *insured member* could reasonably be expected to earn in his or her *regular occupation* while *disabled* during that month.

non-associated employer:

means an employer who is not the *principal employer* or an *associated employer*.

occupation grouping:

means in relation to *voluntary cover* any of the following occupation groupings and in relation to an *insured member* means the occupation grouping which applies at the time cover commences or recommences in respect of them or the time their application to alter their occupation grouping is accepted:

- 1) White Collar – An *insured member* in respect of whom we have received evidence, satisfactory to us and relevant to the criteria agreed in writing between you and us by which we identify the *insured member's* status as White Collar.
- 2) Light Blue Collar – An *insured member* in respect of whom we have received evidence, satisfactory to us and relevant to the criteria agreed in writing between you and us by which we identify the *insured member's* status as Light Blue Collar.
- 3) Medium Blue Collar – An *insured member* in respect of whom we have received evidence, satisfactory to us and relevant to the criteria agreed in writing between you and us by which we identify the *insured member's* status as Medium Blue Collar.
- 4) Heavy Blue Collar – An *insured member* in respect of whom we have received evidence, satisfactory to us and relevant to the criteria agreed in writing between you and us by which we identify the *insured member's* status as Heavy Blue Collar.

other disability income:

means, in respect of a month, any of the following benefits or entitlements which were received by an *insured member* during that month and were payable in respect of that month, or which, though not actually received during that month, we reasonably apportion to them for the month in question being any of the following:

- A) any income (other than benefits received under this policy), or commutation of income, paid or payable in respect of an *insured member* as a result of the *insured member's* sickness or *accident* that has given rise to the claim under this policy including:

- i) sick leave payments;
- ii) any amounts payable under legislation such as workers' compensation, or other similar compensation paid under State or Federal legislation excluding social security benefits and motor accident compensation; and
- iii) any benefits payable under other income protection insurance policies.

We will not reduce the benefit by any lump sum payments unless a portion of the lump sum relates to income, in which case that income amount will reduce the benefit we pay you.

other income protection policy:

means an income protection policy under which the *insured member* is insured or has insurance cover apart from this policy.

partial disability benefit:

means the benefit payable under condition 3.2.

partial monthly benefit:

means, subject to condition 3.7, the total of the following:

- A) $\left(\frac{\text{pre-disability income} - \text{monthly income}}{\text{pre-disability income}} \right) \times \text{monthly benefit}$
- B) 10% of the amount calculated under paragraph A) above to be paid directly into the *insured member's* superannuation account by you.

A *partial disability benefit* is only payable where the person's *monthly income* is less than 80% of the person's *pre-disability income*.

partially disabled/partial disability:

means the *insured member* because of *accident* or *sickness*:

- A) has been *totally disabled* for at least 7 of the first 12 consecutive days of the *waiting period*;
- B) is *totally disabled* or meets the following requirements for the balance of the *waiting period*:
 - a. has returned (or is capable of returning) to his or her *regular occupation*;
 - b. is under the ongoing care of a registered *medical practitioner*; and
 - c. as a result of the *accident* or *sickness*, the *insured member's* income for this work is less than the amount of his or her *pre-disability income*; and
- C) continues to meet the following requirements for the purpose of condition 3.2:
 - a. has returned (or is capable of returning) to his or her *regular occupation*;
 - b. is under the ongoing care of a registered *medical practitioner*; and
 - c. as a result of the *accident* or *sickness*, the *insured member's* income for this work is less than the amount of his or her *pre-disability income*.

permanent basis:

means:

- A) other than on a *casual basis*; and
- B) under a single and ongoing contract of indefinite duration or duration of at least 1 month that:
 - i) requires the person to perform identifiable duties;
 - ii) requires the person to work a regular number of hours; and
 - iii) the person is entitled to paid annual leave, sick leave and to accrue long service leave.

pre-disability income:

means:

for Division 6 members:

A. for claims made by *members* who became *Division 6 members* prior to the *commencement date* for which the *date of disablement* occurred prior to the *commencement date*

means the following divided by 12:

the total annual remuneration (including *superannuation contributions*) received from the *member's* gainful work, before the deduction of income tax, including:

- cash salary; and
- the monetary value of non-cash benefits or fringe benefits provided by the *member's employer* in direct substitution of salary; and
- performance related commissions during the previous 12 months

as advised to you by the *member's employer* as at:

- the date the person became a *Division 6 member* where that person's cover has not commenced at the last *annual review date*;
- the last *annual review date* where that person's cover has commenced at the *last annual review date*; or;
- the date the person has been accepted for cover under conditions 16.1.1 or 16.2.2 where that person has applied for cover under conditions 16.1.1 or 16.2.1 since the *last annual review date*.

Pre-disability income does not include bonuses, or overtime unless we agree in writing that it is included.

B. for:

- 1) claims made by *members* who became *Division 6 members* prior to the *commencement date* for which the *date of disablement* occurred on or after the *commencement date*; and
- 2) all claims made by *members* who became *Division 6 members* on or after the *commencement date*,

means the *insured member's income* divided by 12 as at:

- the date the person became a *Division 6 member* where that person's cover has not commenced at the last *annual review date*;
- the last *annual review date* where that person's cover has commenced at the *last annual review date*; or;
- the date the person has been accepted for cover under conditions 16.1.1 or 16.2.2 where that person has applied for cover under conditions 16.1.1 or 16.2.1 since the *last annual review date*.

for Division 4 members:

A. for claims made by *members* who were *Division 4 members* prior to the *commencement date* for which the *date of disablement* occurred prior to the *commencement date*

means the remuneration the *insured member* earns for the month immediately prior to the *date of disablement*.

the total of A), B) and C) below (where applicable) earned with respect to the month immediately prior to the *date of disablement*:

- A. for an *insured member* who is employed on a *permanent basis* or works as a *contractor*:
- i) the remuneration (including *superannuation contributions*) received from the *member's* gainful work, before the deduction of income tax, including:
 - cash salary; and
 - the monetary value of non-cash benefits or fringe benefits provided by the *member's employer* in direct substitution of salary;

Pre-disability income does not include commissions, bonuses, or overtime unless we agree in writing that it is included.

- B. for an *insured member* who is employed on a *casual basis*:
- i) the total remuneration (including *superannuation contributions*) received from the *member's* gainful work, before the deduction of income tax, including:
 - cash salary; and
 - the monetary value of non-cash benefits or fringe benefits provided by the *member's employer* in direct substitution of salary,

averaged over the lesser of:

- the previous 12 months; and
- the period since they commenced employment in this role.

Pre-disability income does not include commissions, bonuses, or overtime unless we agree in writing that it is included.

- C. for an *insured member* who directly or indirectly owns all or part of a business from which they earn their regular salary (including *superannuation contributions*) and before the deduction of income tax and they are an *employee* of that business:
- i) the salary earned from the *member's* personal exertion through their gainful work after the deduction of the *member's* share of all business expenses incurred in earning the income.

Pre-disability income does not include investment income, profit distributions or similar payments that may continue in the event of disability.

Pre-disability income for an *insured member* whose *date of disablement* occurs while he or she was on paid or unpaid leave will be the total of A), B) and C) (where applicable) earned with respect to the month immediately prior to the commencement of the paid or unpaid leave.

for Division 4 members:

C. for:

- 1) claims made by *members* who became *Division 4 members* prior to the *commencement date* for which the *date of disablement* occurred on or after the *commencement date*; and
- 2) all claims made by *members* who became *Division 4 members* on or after the *commencement date*,

means the remuneration the *insured member* earns for the month immediately prior to the

date of disablement.

the total of A), B) and C) (where applicable) earned with respect to the month immediately prior to the *date of disablement*:

- A. for an *insured member* who is employed on a *permanent basis* or works as a *contractor*:
- i) the remuneration (excluding *superannuation contributions*) received from the *member's* gainful work, before the deduction of income tax, including:
- cash salary; and
 - the monetary value of non-cash benefits or fringe benefits provided by the *member's employer* in direct substitution of salary;

Pre-disability income does not include commissions, bonuses, or overtime unless we agree in writing that it is included.

- B. for an *insured member* who is employed on a *casual basis*:
- i) the total remuneration (excluding *superannuation contributions*) received from the *member's* gainful work, before the deduction of income tax, including:
- cash salary; and
 - the monetary value of non-cash benefits or fringe benefits provided by the *member's employer* in direct substitution of salary;
- averaged over the lesser of:
- the previous 12 months; and
 - the period since they commenced employment in this role.

Pre-disability income does not include commissions, bonuses, or overtime unless we agree in writing that it is included.

- C. for an *insured member* who directly or indirectly owns all or part of a business from which they earn their regular salary (excluding *superannuation contributions*) and before the deduction of income tax and they are an *employee* of that business:
- ii) the salary earned from the *member's* personal exertion through their gainful work after the deduction of the *member's* share of all business expenses incurred in earning the income.

Pre-disability income does not include investment income, profit distributions or similar payments that may continue in the event of disability.

Pre-disability income for an *insured member* whose *date of disablement* occurs while he or she was on paid or unpaid leave will be the total of A), B) and C) (where applicable) earned with respect to the month immediately prior to the commencement of the paid or unpaid leave.

pregnancy:

means normal and uncomplicated pregnancy or childbirth or participation in assisted fertilisation techniques including but not limited to multiple pregnancy, caesarean birth, threatened miscarriage, and normal discomforts of pregnancy such as morning sickness, backache, varicose veins, ankle swelling and bladder problems.

premium due date:

means the last day of the month immediately following the month in respect of which premium is payable.

premium rates:

means for:

	<p>A) <i>Division 6</i> members – the annual premium rates per \$1,000 of <i>insured cover</i> as set out in Part VI.</p> <p>B) <i>Division 4 (Personal Plus)</i> members – the annual premium rates per \$1,000 of <i>insured cover</i> as set out in Part VII.</p> <p>All of the premium rates above are based on:</p> <ul style="list-style-type: none"> - the policy being issued on a non-participating basis
<i>principal employer:</i>	means Telstra Corporation Limited ABN 33 051 775 556.
<i>privacy laws:</i>	means the <i>Privacy Act 1988</i> (Cth) as amended by the <i>Privacy Amendment (Enhancing Privacy Protections) Act 2012</i> (Cth) including the Australian Privacy Principles and any other present or future law of the Commonwealth of Australia or any State or Territory of Australia regarding the collection, use and disclosure of personal information.
<i>regular occupation/s:</i>	means any form of personal exertion for the purpose of payment or profit performed by the <i>insured member</i> on a regular and recurring basis. Where the expression <i>regular occupation</i> is used in connection with a specified period of time it means any such occupation performed by the <i>insured member</i> on a regular and recurring basis during that period.
<i>rehabilitation program:</i>	means a rehabilitation or retraining program which an <i>employer</i> maintains or in which an <i>employer</i> participates for or in respect of sick, injured or infirm <i>employees</i> of the <i>employer</i> as part of or in connection with its human resources policies or practices.
<i>sickness:</i>	means an illness or disease suffered by the <i>insured member</i> , and is diagnosed by an appropriately qualified <i>medical practitioner</i> .
<i>spouse:</i>	includes, with respect to an individual: <ul style="list-style-type: none"> A) another individual (whether of the same sex or a different sex) with whom the individual is in a relationship that is registered under a State law or Territory law prescribed for the purposes of section 22B of the <i>Acts Interpretation Act 1901</i> (Cth) as a kind of relationship prescribed for the purposes of that section; and B) another individual who, although not legally married to the individual, lives with the individual on a genuine domestic basis in a relationship as a couple.
<i>superannuation contribution:</i>	<ul style="list-style-type: none"> A) for those members who currently receive their superannuation contribution in accordance with the Superannuation Guarantee (Administration) Act 1992 (Act), the amount prescribed in the Act. B) for those members who receive their superannuation contribution in accordance with an industrial instrument (such as an Award or Enterprise Agreement), the amount set out in that industrial instrument. C) for those members who receive their superannuation contribution in excess of an amount set out in A) or B) (for example, under a condition in a contract of employment), that higher amount, unless otherwise agreed between you and us.
<i>totally disabled/total disability:</i>	means the <i>insured member</i> has been absent from employment with the <i>employer</i> through <i>accident</i> or <i>sickness</i> for the applicable <i>waiting period</i> and;

	<p>A) has in <i>our</i> opinion, after consideration of medical evidence satisfactory to <i>us</i>, been rendered unable for the time being to perform the regular duties of his or her <i>regular occupation</i>;</p> <p>B) Is not working in any occupation; and</p> <p>C) Is under the ongoing care of a <i>medical practitioner</i>.</p>
total disability benefit:	means the benefit payable under condition 3.1.
underwriting requirements:	means <i>our</i> requirements, as agreed in writing between <i>you</i> and <i>us</i> , to be supplied to <i>us</i> , in order to assess a person for cover under this policy including the provision of any evidence satisfactory to <i>us</i> that <i>we</i> require to support the amount of <i>income</i> to be insured.
voluntary cover:	means cover in respect of an <i>insured member</i> that is obtained by satisfying <i>our underwriting requirements</i> and which is not <i>default cover</i> .
waiting period:	<p>means the period which is longer out of 1) and 2) below:</p> <p>1) the period:</p> <p>A) starting on the date, whether before or after the <i>commencement date</i>, a <i>medical practitioner</i> examines the <i>insured member</i> and certifies that he or she satisfies the definition of <i>total disability</i> or <i>partial disability</i> as applicable;</p> <p>B) during which the <i>insured member</i> has been <i>totally disabled</i> for at least 7 out of the first 12 consecutive days;</p> <p>C) during which the <i>insured member</i> has not returned to performing all of the duties of their <i>regular occupations</i> for more than 5 consecutive days;</p> <p>D) the duration of which is the greater of :</p> <p>i) 30 days, 60 days, 90 days or 120 days (referred to elsewhere in this policy respectively as a "<i>30 day waiting period</i>" or a "waiting period of 30 days"; a "<i>60 day waiting period</i>" or a "waiting period of 60 days"; a "<i>90 day waiting period</i>" or a "waiting period of 90 days"; and a "<i>120 day waiting period</i>" or a "waiting period of 120 days") (determined in accordance with the conditions of this policy);</p> <p>plus the number of the days (if any) during that period in which the <i>insured member</i> has returned to performing all of the duties of all of their <i>regular occupations</i>;</p> <p>2) If an <i>insured member</i> has cover under an <i>other income protection policy</i>, the period:</p> <p>A) starting on the date, whether before or after the <i>commencement date</i>, a <i>medical practitioner</i> examines the <i>insured member</i> and certifies that he or she satisfies the definition of <i>total disability</i> or <i>partial disability</i> as applicable; and</p> <p>B) ending on the earliest of:</p> <p>i) the last day in respect of which benefits are payable in respect of the <i>insured member</i> under the <i>other income protection policy</i> in respect of the relevant <i>accident</i> or <i>sickness</i>; and</p> <p>ii) a date notified in writing to <i>us</i> or <i>you</i> by the <i>insured member</i> that is earlier than the date referred to in paragraph i).</p> <p>Where:</p>

- A) the *insured member* returns to work during the *waiting period* as part of an *approved rehabilitation program*; and
- B) is ultimately unsuccessful in returning to performing all of the duties of all of their *regular occupations*,

we may agree that:

- A) the *waiting period* will not recommence; and
- B) the number of days the person has returned to performing all of the duties of all of their *regular occupation(s)* as part of the *approved rehabilitation program* will not be added to the *waiting period* even if they return to performing these duties for more than 5 days.

war:

means armed aggression, whether declared or not, by a country or organisation, resisted by any other country or international organisation.

we/our/us:

means TAL Life Limited ABN 70 050 109 450.

work:

means engagement in any business, trade, profession, vocation, calling, occupation or employment.

you/your:

means Telstra Super Pty Ltd ABN 86 007 422 522.

PART III. CONDITIONS RELATING TO COVER FOR ALL MEMBERS

This Part III sets out conditions relating to all *members* of the *fund*.

3. BENEFITS

3.1. Total disability benefit

3.1.1. Subject to the terms and conditions of this policy, a *total disability benefit* will accrue from the end of the *waiting period* or when a *partial disability benefit* ceases to be payable (as applicable) if:

- a) either:
 - i) a person is *totally disabled*, whilst they have *insured cover*, immediately after the *waiting period* has ended; or
 - ii) a person in respect of whom a *partial disability benefit* was payable is *totally disabled*, whilst they have *insured cover*, immediately after ceasing to be *partially disabled* as a result of the same or a related cause; and
- b) where that person has been employed for a period of at least 6 months, he or she has worked for an average of 15 hours or more per week over a period of 6 consecutive months immediately prior to the *date of disablement*; or
- c) where that person has been employed for a period of less than 6 months, he or she has worked for an average of 15 hours or more per week since commencing cover under the Policy.

3.1.2. Subject to the terms and conditions of this policy including conditions 3.6, 5.2, and 6.4.1, the period in respect of which we will continue to pay a *total disability benefit* under condition 3.1.1 in relation to an *insured member* will end when the first of the following events happens:

- a) the person is no longer *totally disabled*;
- b) the maximum time we will pay according to condition 3.5 is reached;
- c) the person reaches the *cover cessation age*; or
- d) the person dies.

3.1.3. Subject to condition 3.1.2, the amount of the *total disability benefit* payable in respect of a month is the *monthly benefit* reduced by any *other disability income* and is payable on the day after the conclusion of that month. If a benefit is payable for a period less than the whole month, we will pay 1/30th of the benefit for each day the benefit is payable.

3.2. Partial disability benefit

3.2.1. Subject to the terms and conditions of this policy, a *partial disability benefit* will accrue from the end of the *waiting period* or when a *total disability benefit* ceases to be payable (as applicable) if:

- a) either:
 - i) a person is *partially disabled*, whilst they have *insured cover*, immediately after the *waiting period* has ended; or
 - ii) a person in respect of whom a *total disability benefit* was payable is *partially disabled*, whilst they have *insured cover*, immediately after ceasing to be *totally disabled* as a result of the same or a related cause; and

- b) where that person has been employed for a period of at least 6 months, he or she has worked for an average of 15 hours or more per week over a period of 6 consecutive months immediately prior to the *date of disablement*; or
- c) where that person has been employed for a period of less than 6 months, he or she has worked for an average of 15 hours or more per week since commencing cover under the Policy,

3.2.2. Subject to the terms and conditions of this policy including conditions 3.6, 5.2, and 6.4.1, the period in respect of which we will continue to pay a *partial disability benefit* under condition 3.2.1 in relation to an *insured member* will end when the first of the following events happen:

- a) the person is no longer *partially disabled*;
- b) the maximum time we will pay according to condition 3.5 is reached;
- c) the person reaches the *cover cessation age*; or
- d) the person dies.

3.2.3. The amount of the *partial disability benefit* payable in respect of a month is the *partial monthly benefit* reduced by any *other disability income* and is payable on the day after the conclusion of that month. If a benefit is payable for a period less than the whole month, we will pay 1/30th of the benefit for each day the benefit is payable.

3.3 Recurrent disability

3.3.1. If, within 6 months of returning to work after suffering a *disability* and while an *insured member* is covered under this policy, they are subsequently *disabled* from the same or related cause with respect to which they have already received a benefit payment/s under this policy, then:

- a) the subsequent period of *disability* will be treated as a continuation of the original claim; and
- b) the *waiting period* will not apply to the subsequent period of *disability*.

3.4 One benefit at a time

3.4.1. We will only pay one *disablement* benefit for an *insured member* at a time under this policy even where an *insured member* suffers more than one *sickness* or *accident* concurrently.

3.5 Maximum benefit payment period

3.5.1 The maximum period in respect of which we will pay benefits for *disability* under this policy resulting from any one or related cause is the *benefit payment period*.

3.5.2 The maximum period referred to in condition 3.5.1 includes any period in which a benefit is paid or payable for *partial disability* or *total disability* or was payable but is calculated to be zero.

3.6 Limitations and exclusions

3.6.1 We will not pay a benefit in respect of an *insured member* if *total disability* or *partial disability* is directly or indirectly caused by:

- a) any *war* or *act of war*;
- b) the *insured member's* intentional self-inflicted act or attempted suicide (whether sane or insane at the time); or

- c) *pregnancy* unless disability continues for longer than 3 months after the *pregnancy* ends in which case disability will be considered to have started at the date the *pregnancy* ends.

3.6.2 We will not make a payment under this policy if the payment would cause us to infringe the *Health Insurance Act 1973 (Cth)*, *National Health Act 1953 (Cth)* or *Private Health Insurance Act 2007 (Cth)* or any succeeding legislation in connection with health insurance.

3.7 Indexation of benefit payment

3.7.1 Subject to other conditions of the policy, if we have been paying you a *disability* benefit in respect of an *insured member* which is subject to a 5 year *benefit payment period* then on each 12 month anniversary of the commencement of that payment, while the payment continues (without a break), we will increase the amount of the *disability* benefit by the lesser of:

- a) 5%; and
- b) the *indexation factor*.

For the purpose of this condition 3.7, any period in which a benefit is or was payable but is calculated to be zero does not amount to an interruption to an entitlement to a *disability* benefit.

3.7.2 Once we stop paying a *disability* benefit for an *insured member* whose benefit has been increased in accordance with condition 3.7.1, any future *disability* benefit payable will be based on their *pre-disability income* at the time of claim subject to the terms and conditions of the policy.

4 INTERIM ACCIDENT COVER

4.1. Accident cover while we consider your application

4.1.1. We will provide *interim accident cover* from the *application date*.

4.2. Interim accident disability cover

4.2.1. We will pay an interim accident benefit if the person making the application (the "applicant") becomes *totally disabled* as a result of an *accident* that happens during the *interim accident cover period* provided the applicant's *date of disablement* occurs within 120 days of the happening of the *accident*.

4.3. Amount of benefit

4.3.1. The benefit we will pay under condition 4.2 will be paid as if the applicant were a member with *insured cover* determined as follows:

- a) for a person with no existing cover, the lesser of the amount of cover requested in the application received by you and the *maximum accident cover*; or
- b) for an *insured member* applying to increase their existing cover, the lesser of:
 - i) the amount of increase in cover requested in the application received by you; and
 - ii) *maximum accident cover* reduced by the amount payable for the same event under another clause of this policy to a minimum of zero,

4.3.2. The benefit we will pay under condition 4.2 is subject to a 2 year *benefit payment period* and:

- a) the *waiting period* being applied for in the application; or
- b) where no *waiting period* is specified in the application and:

- i) the person has *insured cover* – the *waiting period* applicable to the person's existing cover will apply; or
- ii) the person does not have *insured cover* – a *90 day waiting period* will apply.

4.4. Interim accident cover period

4.4.1. *Interim accident cover* will start on the *application date* and will end on the earliest of the following dates:

- a) the date the application is withdrawn;
- b) the date we accept the application on standard or special terms;
- c) the date we reject the application;
- d) the date we cancel the *interim accident cover* pursuant to our legal rights in the event of fraud by the applicant;
- e) 120 days from the *application date*;
- f) the date the applicant reaches the *cover cessation age*;
- g) the date any of the conditions in condition 11 occurs; and
- h) the date of termination of the policy.

4.5. Cessation of interim accident benefit

4.5.1. The period in respect of which we will continue to pay an interim accident benefit under condition 4.2 in relation to a person will end when the first of the following events happens:

- a) the person is no longer *totally disabled*;
- b) the interim accident benefit has been paid for 2 years;
- c) the person reaches the *cover cessation age*; or
- d) the person dies.

4.6. Interim accident cover benefit – effect on application for cover

4.6.1. If we pay a benefit in respect of an applicant under this condition 4 the *application for cover* or an increase in cover will be rejected. We will not grant any further cover in respect of the applicant under this policy, unless we accept a new application or application to increase cover.

4.7. Interim accident cover benefit – exclusions

4.7.1. We will not pay a benefit under condition 4.2 where the *total disability* is:

- a) caused directly or indirectly by:
 - i) any *war* or act of *war*;
 - ii) the *insured member's* intentional self-inflicted act or attempted suicide (whether sane or insane at the time);
 - iii) *pregnancy* unless disability continues for longer than 3 months after the *pregnancy* ends in which case disability will be considered to have started at the date the *pregnancy* ends; or
- b) caused by a *sickness* which first became apparent or an *accident* which first occurred prior to the commencement of the *interim accident cover*.

4.7.2. We will also not pay a benefit under condition 4.2 if the payment would cause us to infringe the *Health Insurance Act 1973 (Cth)*, *National Health Act 1953 (Cth)* or *Private*

Health Insurance Act 2007 (Cth) or any succeeding legislation in connection with health insurance.

5. CLAIMS

5.1. When to make a claim

5.1.1. You must notify us in writing as soon as reasonably possible after you become aware of any claim or potential claim.

5.2. Claim requirements

5.2.1. You must provide us with any requirements we reasonably consider are necessary to properly assess the claim.

5.2.2. Payment of a benefit is conditional on the person or *insured member*:

- a) undergoing any medical or other examination by a *medical practitioner* of our choice to substantiate the commencement or continuation of any claim;
- b) where requested by us, attending a meeting with us or an agent of our choice for the purpose of obtaining the information we require to assess the claim;
- c) providing us with financial evidence necessary to support the claim;
- d) providing us with any information or authorities, that we reasonably require to assess the claim including but not limited to authorities from the person or *insured member* that allow information to be obtained from another insurer with respect to any *other income protection policy*; and
- e) complying with any medical treatment or *rehabilitation program* that is reasonable.

5.2.3. We will pay the costs of any medical or other examination we require under condition 5.2.2 other than:

- a) the initial medical examination and report that is required to be undertaken to make a claim;
- b) costs associated with providing financial evidence under condition 5.2.2c); and
- c) all standard progress reports required by us to continue the benefit payments, which we may require to be completed by a *medical practitioner* or specialist.

However, unless we agree otherwise, we will not pay any other costs including fees incurred for travelling to an appointment or for non-attendance at an appointment arranged under condition 5.2.2.

5.2.4. If we have requested information to substantiate the continuation of benefit payments under condition 5.2 and we do not receive proof that is acceptable to us within 30 days of our request, any entitlement to receive benefits may end.

5.2.5. Where, while a *disability* benefit is being paid, a *medical practitioner* has recommended that a person commence medical treatment, then this treatment must have started within the later of 30 days of the recommendation being made or the recommended date for commencement of treatment.

5.2.6. If the treatment has not started within the period required by condition 5.2.5, we may stop paying benefits if we believe that not starting the treatment has prejudiced our assessment of the person's claim.

5.2.7. If a person or an *insured member* makes a claim while they are outside Australia we may require the person or *insured member* to return to Australia, at no expense to us, before we assess our liability for the claim.

5.2.8. We reserve the right to obtain proof of the *insured person's* recovery from *total disability* or resumption of employment.

5.3. Claims assessment information

5.3.1. We will provide *you* with a copy of any part of the claims assessment information that *you* ask us to provide, as soon as reasonably possible, unless we have a legal obligation to not disclose that information.

5.3.2. The claims assessment information we provide to *you* must at all times remain confidential to *you* and any representative or service provider *you* appoint to assist with the assessment of claims unless we agree with *you* in writing otherwise or *you* have a legal obligation including under legislation to disclose that information.

5.3.3. Once we have assessed a claim made by a person who became a *member*:

- a) prior to the *commencement date* for which the *date of disablement* occurred on or after the *commencement date*; or
- b) on or after the *commencement date*,

if we admit it, we will:

- c) pay to *you* for *you* to credit to an account of the person in the *fund* after deduction of any relevant taxes:
 - i) where a *total disability benefit* is payable – 10% of the *pre-disability income* of the person; and
 - ii) where a *partial disability benefit* is payable – 10% of the *partial disability benefit*, and
- d) pay the rest of the benefit to *you* or as *you* may direct in writing.

If we do so, we are not responsible for how the benefit is applied.

5.3.4. Once we have assessed a claim made by a person who became a *member* prior to the *commencement date* for which the *date of disablement* occurred prior to the *commencement date*, if we admit it, we will pay the benefit to *you* or as *you* may direct in writing. If we do so, we are not responsible for how the benefit is applied.

5.3.5. Where we have paid *you* a benefit, *you* are responsible for calculating, deducting and remitting any tax payable on the benefit paid unless *you* and we agree otherwise.

6. PREMIUM

6.1. Time to pay premium

6.1.1. *You* must pay premiums on or before each *premium due date*. If for any reason premium is payable for less than a whole month, the premium payable shall be calculated on a pro rata basis by reference to the number of days that cover has been in force during the month.

6.1.2. We will advise *you* each year the date the payment of the adjustment premium is due.

6.2. Premium payable

6.2.1. The amount of premium payable is the total cost of cover for all *insured members* under this policy during the period in respect of which premium is calculated according to the *premium rates* for that period, which are exclusive of all government levies, stamp duty and other duties, taxes and charges.

6.2.2. At each *annual review date* and on termination of the policy, we will recalculate the premium to reflect changes in *insured members* and the benefit amounts over the period since the policy began, or since the last *annual review date*, whichever is the later.

- 6.2.3. If, as a result of the recalculation of the premium under condition 6.2.2, *you* have paid too much, *we* will pay *you* the over-payment or use it to offset the next premium due as requested by *you*.
- 6.2.4. If, as a result of the recalculation of the premium under condition 6.2.2, *you* have not paid enough, *we* will notify *you* (in writing) of the additional premium (called the adjustment premium) *you* owe.
- 6.2.5. At each *annual review date* of the policy *you* must give *us* the information *we* need to adjust *your* premium and to recalculate *your* annual premium. *We* will advise *you* what information *we* need and when *we* need it.
- 6.2.6. *We* may otherwise agree that *you* will calculate the premium, in which case *we* will confirm the terms of this arrangement in writing.
- 6.2.7. The premium for any *insured member* must always be included and remitted as part of policy premium described in condition 6.2.1.
- 6.2.8. The premium in respect of any *insured member* must be continued during any period employed overseas or any period of absence including, but not limited to, any period where cover continues during leave without pay where that cover is provided under the terms of this policy.

6.3. Overdue premium

- 6.3.1. Subject to 8.2.2, if the premium or adjustment premium payable under condition 6.2.1 is not paid to *us* within 30 days after the *premium due date*, *we* may give *you* a written notice and if the premium due is not paid within the time period stipulated in the written notice (being at least 30 days after the notice is given), the policy may be terminated by *us*.

6.4. Misstatement of age

- 6.4.1. If an *insured member* has wrongly stated his or her age, *we* will adjust the *insured cover*, and any benefit payable, in respect of the *insured member* based on the amount of premium already paid and what that premium would have purchased if it had been calculated using the correct age.

6.5. Waiver of premium

- 6.5.1. Premiums will be waived from the end of the *waiting period* for an *insured member* whilst a *disability* benefit under this policy for that *insured member* is paid or payable.

7. VARIATION OF POLICY

7.1. Variation by agreement

- 7.1.1. This policy may be varied by written agreement between *you* and *us* at any time.

7.2. Variation by us

- 7.2.1. Subject to condition 7.2.3, *we* may not during the *guarantee period* increase the rates of premium that apply under this policy or change the terms of this policy without *your* written agreement.
- 7.2.2. *We* may reduce the *premium rates* at any time by giving *you* written notice specifying the effective date of the change.
- 7.2.3. *We* may at any time including during the *guarantee period* vary the policy terms and conditions including the *premium rates* if:
 - a) Australia is involved in *war*, whether declared or not, or in the event of the armed invasion of Australia;

by giving *you* prior notice of *our* intention to vary the *premium rates* as soon as is reasonably practicable but in any event at least 60 days prior notice in writing of the change; or

- b) if:
 - i) the *guarantee period* has expired;
 - ii) there has been a change of 25% or more in the number of *insured members* or a particular *division* during the last 12 month period or since the start of the policy or since the last date the premiums were changed;
 - iii) there are legislative changes that would impact on the degree of risk of the insurance arrangements of the *fund* or the insurance offered under this policy or the terms and conditions would otherwise become inconsistent with the law;
 - iv) the basis of taxation of *us* or the policy is changed;
 - v) there are less than 10 *insured members* under the policy; or
 - vi) the annual premium falls below \$5,000

by giving *you* at least 60 days prior notice in writing of the change.

8. ADMINISTRATION AND INTERPRETATION

8.1. This policy

8.1.1. This policy:

- a) is issued from *our* No. 1 statutory fund;
- b) does not participate in *our* profits; and
- c) does not acquire a surrender value.

8.2. Termination of this policy

8.2.1. *You* can terminate this policy by giving *us* three months' written notice, or *we* can agree in writing on an earlier termination date with *you*.

8.2.2. *We* can end this policy by giving *you* one month's written notice, as soon as any of the following happens:

- a) the situation described in condition 6.3 arises;
- b) to the extent permitted by law, *we* become satisfied that *you* have purposefully withheld information directly relevant or made fraudulently untrue statements to *us* in relation to this policy.

8.2.3. This policy will also terminate on the date cover under the policy has ended for all *insured members*.

8.3. Notices

8.3.1. Notices, medical evidence or other communications must be in writing and in English or in otherwise agreed formats as approved by *us* and *you*.

8.3.2. *We* will send notices to *you* at the address *you* last gave to *us*.

8.3.3. *You* will send notices to *us* at the address *we* last gave to *you*.

8.3.4. *You* must notify *us* no later than 60 days after each *annual review date* of any terminations since:

- a) the *commencement date*; or
- b) the previous *annual review date*,

whichever is the later.

8.3.5. You must supply this information in conjunction with the other information we require to calculate your premium as set out in condition 6.2.

8.4. Payments

8.4.1. All payments made in connection with this policy, whether to us or by us, must be made in Australia and in Australian currency.

8.5. Records

8.5.1. You must keep accurate records necessary for the effective operation of this policy. These records must be maintained in a format that is agreed by you and us. We agree with you that we do not require any different type or format of record than you keep at the commencement date but we may review this with you if the type or format becomes unsuitable to either you or us.

8.6. Audit

8.6.1. We may conduct an audit from time to time of any records you (or any person on your behalf) have which are connected with this policy. We will give you reasonable notice if we propose to conduct an audit. We will only conduct an audit in normal office hours.

8.7. Waiver

8.7.1. Your or our failure or delay to exercise a power or right you or we have under or in connection with this policy does not operate as a waiver of that power or right.

8.7.2. A waiver of your or our power or right is not effective unless you or we waive that power or right in writing.

8.7.3. Waiver of a power or right by you or us is limited to the specific matter in respect of which you or we grant it and applies only to the extent and for the period notified in writing by you or us. It does not preclude either the exercise of that power or right in the future or the exercise of any other power or right.

8.8. Non assignment of policy

8.8.1. You may not assign this policy without our written agreement except in the event of a merger or successor fund transfer within the meaning of the applicable law, in which case you may assign this policy to the entity with which you merge or to which members' benefits are transferred pursuant to the successor fund transfer.

8.8.2. We may not assign this policy without your written agreement.

8.9. Privacy statement

8.9.1. Both we and you agree to comply with the privacy laws in respect of any personal information collected in relation to this policy about us, you, an insured member, a member, a person, the fund, an employer or any potential beneficiaries.

8.10. Interpretation

8.10.1. The headings in this policy are a guide only. They are not intended to be used to interpret the policy conditions.

8.10.2. If the context allows, plurals can be read as the singular and the singular read as plurals.

8.10.3. This policy is subject to and governed by the laws of New South Wales.

8.10.4. In this policy, a month refers to a calendar month unless otherwise agreed by you and us.

8.10.5. In this policy, unless otherwise stated, a person's age refers to their age next birthday as at the last annual review date.

9. SPECIAL CONDITIONS

9.1. Cover while on paid and unpaid leave

- 9.1.1. Subject to condition 9.1.3, cover will continue in respect of an *insured member* while they are on paid leave subject to all the policy conditions which apply to them.
- 9.1.2. Subject to condition 9.1.3, cover will continue for a period of up to 2 years from the commencement of unpaid leave for *insured members* who are on unpaid leave subject to all the policy conditions which apply to them.
- 9.1.3. Condition 11.1.1e) will not apply in respect of *insured members* who make a claim whilst on paid or unpaid leave. Cover will cease for these *insured members* on the date that the *insured member* ceased to work for a minimum of 15 hours per week averaged over:
- i) the six consecutive months prior to the commencement of the paid or unpaid leave where the *insured member* has worked for at least six months prior to the commencement of the paid or unpaid leave; or
 - ii) the period since the *insured member's insured cover* commenced under this policy where the *insured member* has worked for less than six consecutive months prior to the commencement of the paid or unpaid leave.

This condition 9.1.3 will also apply to *insured members* who make a claim within six months of returning to work from paid or unpaid leave.

- 9.1.4. In the event of a person becoming eligible to claim a *disability benefit* where the *disability* occurred during a period of paid or unpaid leave and where the person had cover under conditions 9.1.1 or 9.1.2, conditions 3.1.1b), 3.1.1c), 3.2.1b) and 3.2.1c) will not apply but the person will only be able to claim a *disability benefit*:
- i) where that person has been employed for a period of at least six months prior to the commencement of the paid or unpaid leave, he or she has worked for an average of 15 hours or more per week over a period of six consecutive months immediately prior to the commencement of the paid or unpaid leave; or
 - ii) where that person has been employed for a period of less than six months prior to the commencement of the paid or unpaid leave, he or she has worked for an average of 15 hours or more per week since commencing cover under the Policy.

9.2. World wide cover

- 9.2.1. Subject to abiding by all the policy conditions which apply to them cover shall be provided 24 hours a day for all *insured members* who are *Australian residents* while in Australia or overseas.

10. VARIATION TO COVER

10.1. Forward underwriting limits

- 10.1.1. If cover comes into effect as a result of *our* underwriting decision under conditions 16.2.2 or 19.2.2 and the terms of *our* acceptance include a *forward underwriting limit*, the accepted cover may increase up to the *forward underwriting limit* without further underwriting as a consequence of an *income* increase.

10.2. Changes to occupation grouping

- 10.2.1. An *insured member* can in the manner prescribed by *us* apply to change his or her *occupation grouping*. If accepted by *us*, the *occupation grouping* applied for by the *insured member* will commence from the date of acceptance.

11. END OF COVER

11.1. End of cover

11.1.1. Cover for an *insured member* will end on the earliest of:

- a) the death of the *insured member*;
- b) the date the balance of the *insured member's* account in the relevant *division* is insufficient to pay for the premium unless *we* and *you* agree otherwise;
- a) the *insured member* reaching the *cover cessation age*;
- b) the date the policy terminates subject to condition 11.2.;
- c) where notification to cancel cover is given by the person, the later of:
 - i) the date on which *you* or *we* receive the notification in written form, or any other form as agreed by *you* and *us*; and
 - ii) where applicable, the date nominated by the person in the notification referred to in paragraph i) as the date that he or she wants his or her cover to cease;
- d) the date the person ceases to be an *Australian resident*;
- e) where an *insured member* makes a claim, the date that the *insured member* ceases to work for a minimum of 15 hours or more per week averaged over:
 - i) the six consecutive months prior to the *date of disablement* where the *insured member* has worked for at least six months; or
 - ii) the period since the *insured member's insured cover* commenced under this policy where the *insured member* has worked for less than six months;
- f) the date after the *insured member* has been on unpaid leave for 2 years; and
- g) the date the *insured member* ceases to be a *member* of the *fund*.

11.1.2. For the avoidance of doubt, a person's entitlement to claim under this policy and their entitlement to receive ongoing benefits in respect of any *insured cover* is not affected by that person's entitlement to claim or receipt of a total and permanent disablement benefit pursuant to any other insurance policy.

11.2. Insured cover when policy terminates

11.2.1. Despite condition 11.1.1, if a *member* has *insured cover* on the day before the effective date of termination of this policy and:

- a) is not *at work* on the last working day immediately before the effective date of termination of this policy by reason of *sickness* or *accident*; or
- b) satisfies both conditions 11.2.1b)i) and 11.2.1b)ii) below:
 - i) is not *at work* on the last working day immediately before the effective date of termination of this policy because he or she is on *employer approved leave* for reasons other than *sickness* or *accident*; and
 - ii) either:
 - a) was not *at work* on their last working day immediately before the *employer approved leave* commenced by reason of *sickness* or *accident*; or
 - b) is disabled as a result of a *sickness* that first became apparent, or an *accident* that first occurred before the effective date of termination of this policy;

then we will continue to provide cover for the *insured member* on and from the effective date of termination of this policy, but only for *disability* caused by the *sickness* or *accident* referred to in paragraphs a) or b) which commenced before the effective date of termination of this policy.

11.2.2. We will provide cover for an *insured member* under condition 11.2.1 until the earliest of:

- a) the date the *insured member* satisfies the *at work* definition on or after the effective date of termination of this policy;
- b) the date we make a decision on any claim with respect to the person for whom we provide cover under condition 11.2.1;
- c) the date the *insured member* ceases to be a *member*; and
- d) the *insured member* reaching the *cover cessation age*.

PART IV. CONDITIONS RELATING TO COVER FOR EMPLOYED (ACCUMULATION) MEMBERS IN DIVISION 6

This Part IV sets out additional conditions relating to *Division 6 members*.

12. EXISTING MEMBERS WITH COVER AT 1 JULY 2014

12.1. Cover and restrictions applying to existing members with cover at the commencement date

12.1.1. The cover of a *member of Division 6* which was in force under this policy on the day before the *commencement date* will continue from the *commencement date*, subject to the conditions of this policy in effect from the *commencement date* and:

- a) any individual conditions, exclusions or restrictions which applied under this policy on the day before the *commencement date* will continue to apply until such time as they expire according to their terms;
- b) if an *insured member's* cover was *limited cover*, the conditions attaching to *limited cover* under the terms of this policy before the *commencement date* will continue to apply until such time as those conditions expire according to their terms;
- c) the amount of cover an *insured member* has from the *commencement date* is the *default cover*;
- d) the *waiting period* for an *insured member* to whom this condition 12.1.1 applies will be determined as follows:
 - (i) if a 30 day waiting period applied to the *insured member* under this policy on the day before the *commencement date* then a 30 day *waiting period* will apply after the *commencement date*;
 - (ii) if a 60 day waiting period applied to the *insured member* under this policy on the day before the *commencement date* then a 60 day *waiting period* will apply after the *commencement date*;
 - (iii) if a 90 day waiting period applied to the *insured member* under this policy on the day before the *commencement date* then a 90 day *waiting period* will apply after the *commencement date*; and
 - (iv) if a 120 day waiting period applied to the *insured member* under this policy on the day before the *commencement date* then a 120 day *waiting period* will apply after the *commencement date*; and
- e) the *benefit payment period* for an *insured member* to whom this condition 12.1.1 applies will be determined as follows:
 - (i) if a 2 year *benefit payment period* applied to an *insured member* under this policy on the day before the *commencement date* then a 2 year *benefit payment period* will apply after the *commencement date*; and
 - (ii) if a 5 year *benefit payment period* applied to an *insured member* under this policy on the day before the *commencement date* then a 5 year *benefit payment period* will apply after the *commencement date*.

13. NEW MEMBERS OF DIVISION 6 FROM AT 1 JULY 2014

13.1. Eligibility

13.1.1. Subject to condition 13.4, unless we otherwise agree, to be eligible to obtain *default cover* under this Part IV of the policy after the *commencement date* a person must:

- a) either:
 - i) have joined as a *deemed member* of; or
in any other circumstances permitted by the *fund's* trust deed, have become a *member* of:
Division 6;
- b) be at least 15 years old;
- c) be an *Australian resident*;
- d) be under 60 years old;
- e) be employed by the *principal employer* or an *associated employer*;
- f) be working for a minimum of 15 hours or more per week;
- g) not be employed on a *casual basis*; and
- h) join the relevant *division* within 120 days of commencement of employment.

13.2. Commencement of default cover

13.2.1. Subject to condition 13.4, *default cover* under condition 13.1 for *members* in *Division 6* will begin for a person that is eligible to obtain it under condition 13.1 from the date the person most recently became an *employee* of the *principal employer* or an *associated employer*.

13.3. Amount of default cover

13.3.1. The amount of cover that comes into effect for a person after the *commencement date* under condition 13.1 will be *default cover*.

13.4. Changing employment status from casual basis to permanent basis

13.4.1. Where a *member* who was employed on a *casual basis* becomes employed on a *permanent basis*, the *insured member* will become entitled to receive *default cover* on the date that *insured member* became employed on a *permanent basis* provided all the conditions in 13.1.1 are met except for condition 13.1.1g). Any *default cover* an *insured member* receives under this condition is subject to condition 13.5.

13.5. Limitations on new cover commencing outside usual conditions

13.5.1. *Default cover* for a *member* will be full cover if, on the day that cover commences under condition 13.2.1 or 13.4.1:

- a) the person is *at work* on that date; or
- b) the person is not *at work* but is, in *our* opinion, not restricted from being capable of performing all of the duties of the occupation for which they have been employed due to an *accident* or *sickness*;

otherwise, cover will be *limited cover* until the person is *at work*, at which time full cover will commence.

14. OPTION TO VARY COVER ON JOINING

14.1. Option to vary cover on joining

14.1.1. Subject to the terms of this condition 14, a *Division 6 member* who is eligible to receive, or has received, *default cover* may apply:

- a) to change their *90 day waiting period* to a *30 day waiting period* or *60 day waiting period*;

- b) to change their 2 year benefit payment period to a 5 year benefit payment period,

upon joining the fund by means of a joining offer application.

14.2. Eligibility

14.2.1. In order for a member or insured member to be eligible to vary cover under condition 14.1.1, the following must be satisfied:

- a) at the date of the joining offer application, the applicant must satisfy the requirements under condition 13.1.1; and
- b) the applicant's joining offer application must be received by the fund within 120 days of the applicant's date of commencement of employment.

14.3. When variation in cover commences as a result of a joining offer application

14.3.1. In the event we accept a joining offer application, then:

- a) where the person is at work on the date we accept the application in writing, the change in waiting period or benefit payment period will apply to claims with respect to which the date of disablement occurs on or after the date we accept the application in writing;
- b) where the person is not at work on the date we accept the application in writing, the change in waiting period or benefit payment period will only apply to claims with respect to which the date of disablement occurs on or after the later of:
 - i) the date we accept the application in writing; and
 - ii) the date the person satisfies the at work definition.

14.4. Premium payable for upgraded cover

14.4.1. Upon the upgrade of an insured member's cover under condition 14, the amount of premium payable in respect of the cover obtained under condition 14 will be determined according to the premium rates set out in Part VI.

15. COVER FOR MEMBERS OF A NEW ASSOCIATED EMPLOYER

15.1.1. Subject to condition 15.1.2, when we have agreed in writing to provide insured cover on special terms to the employees of an associated employer, the cover of its employees who become members on or after the group start date will be determined according to the terms of the special arrangement agreed between you and us.

15.1.2. Cover is provided under condition 15.1.1 subject to the following conditions:

- a) if there is an inconsistency between that special arrangement and the terms and conditions of this policy, the special arrangement applies to the extent of the inconsistency.
- b) you must provide us with such information and documentation we reasonably require and satisfy such other requirements as we agree with you; and
- c) to be eligible for cover under condition 15.1.1, a person must:
 - i) meet the requirements of condition 13.1.1;
 - ii) be an employee of an associated employer; and

- iii) satisfy any terms of the special arrangement agreed between you and us.

16. GENERAL CONDITIONS

16.1. Recommencement of insured cover

16.1.1. Where cover for a *Division 6 member* ceases under this policy according to condition 11, then cover for that person under Part IV of this policy will only recommence from the date we agree in writing to recommence cover.

16.2. Underwritten cover and increases and reductions in cover

16.2.1. A *Division 6 member* can in the manner agreed between you and us apply to:

- a) obtain new cover;
- b) obtain cover again having previously cancelled *default cover*;
- c) have his or her cover increased above the *automatic acceptance limit*;
- d) extend his or her *benefit payment period* from 2 years to 5 years if the *member*, at the time of application, is not working in an occupation which would result in a "Heavy Blue Collar" *occupation grouping* being assigned to that *member's* cover;
- e) change his or her *waiting period*; or
- f) obtain cover after joining the relevant *division* 120 days or more after commencement of employment,

provided he or she:

- g) has not reached the *cover cessation age*;
- h) is employed by the *principal employer* or an *associated employer*;
- i) is working for a minimum of 15 hours or more per week;
- j) not be employed on a *casual basis*; and
- k) satisfies *our underwriting requirements*.

16.2.2. Where a person applies for cover under condition 16.2.1 and meets *our underwriting requirements*, we, or you on terms approved by us, may:

- a) accept or decline that person's request; or
- b) apply exclusions or other special conditions to any cover which is accepted in writing.

16.2.3. If we offer to provide cover under condition 16.2.2, the change requested will take effect from the date we notify you of our terms of acceptance.

16.2.4. The amount of *insured cover* which applies to a *Division 6 member*, as provided for under Part IV, can at any time, by notification to us by you, or by notification to you by the *member* on terms approved by you and us in writing, or any other form as agreed by you and us, be reduced or cancelled in its entirety.

16.2.5. The reduction or cancellation will take effect from the later of the following:

- a) the date on which we or you receive the notification in written form, or any other form as agreed by you and us; and
- b) where applicable, the date nominated by the *insured member* in the notification referred to in paragraph a) as the date that that he or she wants cover to reduce or cease.

16.3. Automatic continuation of cover in Division 4 (Personal Plus)

16.3.1. Subject to condition 16.3.2, where a *Division 6 member* terminates employment with their *employer* ("former employer"), their cover will cease under *Division 6* and be transferred from *Division 6* to *Division 4 (Personal Plus)* as *voluntary cover* with a "White Collar" *occupation grouping*, provided at the time of cessation of employment with their former employer, the *member*:

- a) was not employed on a *casual basis* with their former employer; and
- b) satisfied condition 18.1.1b), c), and d).

16.3.2. Cover transferred to *Division 4 (Personal Plus)* under condition 16.3.1 will be subject to the following conditions:

- a) the cover will only be considered to be validly transferred if the member was *at work* on the date cover would otherwise commence in *Division 4 (Personal Plus)* if condition 16.3.3 is satisfied;
- b) any individual conditions, exclusions or restrictions which applied on the day before the transfer into *Division 4 (Personal Plus)* will continue to apply until such time as they expire according to their terms; and
- c) if the *insured member's* cover was *limited cover*, the conditions attaching to *limited cover* under the terms of this policy before the transfer into *Division 4 (Personal Plus)* will continue to apply until such time as those conditions expire according to their terms.

16.3.3. If, on the day after 120 days has passed since the *member* ceased employment with their former employer:

- a) the *member* is employed on a *casual basis* with the person with whom they became employed after transfer of their cover into *Division 4 (Personal Plus)* ("new employer");
- b) the occupation with the new employer is an occupation for which no income protection cover under this policy would be provided if the *member* had been underwritten;
- c) the *member* is working less than 15 hours per week with the new employer;
- d) you have not received a superannuation guarantee contribution for the *member* from their new employer; or
- e) the *member* has not provided the salary and occupation information that we require to you,

the *member's* cover under condition 16.3.1 will be deemed not to have commenced from the date cover would have otherwise commenced under *Division 4 (Personal Plus)* and subject to condition 16.3.9, any premiums paid with respect to this 120 day period will be refunded.

16.3.4. Where a *member* has provided occupation information to you within 120 days since the *member* ceased employment with their former employer and the appropriate *occupation grouping* which should apply to the *member* is not "White Collar", the appropriate *occupation grouping* based on the occupation information provided by the member will apply from the date we confirm in writing.

16.3.5. Where a member's *income* from their new employer is greater than the *income* from their former employer, he or she may apply to increase their cover in *Division 4 (Personal Plus)* by up to 20% of the cover they had in *Division 6* provided that the *fund* receives the

relevant application form within 120 days of the *member* ceasing employment with their former employer.

- 16.3.6. We may either accept, decline or defer a request for additional cover for an *insured member* who completes an application under condition 16.3.5.
- 16.3.7. In the event we accept a request for additional cover then the additional cover we agree to provide under condition 16.3.6 will commence from the date we accept such cover in writing.
- 16.3.8. The additional cover we agree to provide under condition 16.3.6 for a *member* will only apply to *accidents* and *sicknesses* where the relevant *date of disablement* occurs on or after the date cover commences under condition 16.3.7.
- 16.3.9. If a *member* whose cover has been transferred into *Division 4 (Personal Plus)* under condition 16.3.1 lodges a claim under this policy within 120 days of him or her terminating his or her employment with the former employer, and at the *date of disablement* for the claim lodged, the *member* was employed by the new employer (but you had not yet received a superannuation guarantee contribution from the *member's* employer and/or the required salary and occupation information), we will assess the claim as though the *member* has cover under *Division 4 (Personal Plus)* provided:
- a) the *member* was *at work* on the date they commenced employment with the new employer and this is confirmed by a statement from the new employer or other evidence satisfactory to us; and
 - b) the *member* has nominated the *fund* as the fund to which they would like their superannuation guarantee contributions to be made prior to suffering the *sickness* or *accident* which is the subject of the claim.

Any premium paid or payable prior to the assessment of the claim will not be refunded or will still need to be paid.

- 16.3.10. If a *member* whose cover has been transferred into *Division 4 (Personal Plus)* under condition 16.3.1 lodges a claim within 120 days of him or her terminating his or her employment with the former employer, and at the *date of disablement* for the claim lodged, the *member* was unemployed, no benefit will be payable under this policy and any premiums paid with respect to the period from the *member's* termination of employment with his or her former employer to the end of the 120 day period will be refunded.
- 16.3.11. The amount of any benefit payable under condition 16.3.9 is the *total disability benefit* or *partial disability benefit* applicable to a *Division 4 (Personal)* *member*.
- 16.3.12. Where the amount of benefit payable under condition 16.3.11 is less than the benefit which would have been payable while the *member* was a *Division 6 member* as a result of a reduction in the *member's income*, any premiums paid with respect to the period from the *member's* termination of employment with his or her former employer to the end of the 120 day period, will be refunded to reflect the lower benefit amount paid or payable to the *member*.

PART V CONDITIONS RELATING TO COVER FOR PERSONAL DIVISION MEMBERS IN DIVISION 4 (PERSONAL PLUS)

This Part V sets out additional conditions relating to *Division 4 (Personal Plus) members*.

17. EXISTING MEMBERS WITH COVER AT 1 JULY 2014

17.1. Cover and restrictions applying to existing members with cover at the commencement date

17.1.1. Cover of a member of *Division 4 (Personal Plus)* which was in force under this policy on the day before the *commencement date* will continue from the *commencement date*, subject to the conditions of this policy in effect from the *commencement date* and:

- a) any individual conditions, exclusions or restrictions which applied under this policy on the day before the *commencement date* will continue to apply until such time as they expire according to their terms;
- b) if an *insured member's* cover was *limited cover*, the conditions attaching to *limited cover* under the terms of this policy before the *commencement date* will continue to apply until such time as those conditions expire according to their terms;
- c) the amount of cover an *insured member* has from the *commencement date* is the same amount of cover the *insured member* has on the day before the *commencement date*;
- d) the *waiting period* for an *insured member* to whom this condition 17.1.1 applies will be determined as follows:
 - (i) if a 30 day waiting period applied to the *insured member* under this policy on the day before the *commencement date* then a 30 day *waiting period* will apply after the *commencement date*;
 - (ii) if a 60 day waiting period applied to the *insured member* under this policy on the day before the *commencement date* then a 60 day *waiting period* will apply after the *commencement date*;
 - (iii) if a 90 day waiting period applied to the *insured member* under this policy on the day before the *commencement date* then a 90 day *waiting period* will apply after the *commencement date*; and
 - (iv) if a 120 day waiting period applied to the *insured member* under this policy on the day before the *commencement date* then a 120 day *waiting period* will apply after the *commencement date*; and
- e) the *benefit payment period* for an *insured member* to whom this condition 17.1.1 applies will be determined as follows:
 - (i) if a 2 year *benefit payment period* applied to an *insured member* under this policy on the day before the *commencement date* then a 2 year *benefit payment period* will apply after the *commencement date*; and
 - (ii) if a 5 year *benefit payment period* applied to an *insured member* under this policy on the day before the *commencement date* then a 5 year *benefit payment period* will apply after the *commencement date*.

18. NEW MEMBERS & MEMBERS WITHOUT COVER AT 1 JULY 2014

18.1. Eligibility

18.1.1. Unless we otherwise agree, to be eligible to obtain *insured cover* under this Part V of the policy after the *commencement date* a person must:

- a) either:
 - i) have signed and lodged an *application for membership* with you to become a member or have joined as a *deemed member*; or
 - ii) in any other circumstances permitted by the *fund's trust deed*, have become a *member of*,
Division 4 (Personal Plus);
- b) be at least 15 years old;
- c) be an *Australian resident*;
- d) not have reached the *cover cessation age*;
- e) must have satisfactorily completed the *application for cover* for *Division 4 (Personal Plus)* and satisfied our *underwriting requirements*;
- f) be an *employee of an employer*; and
- g) be working for a minimum of 15 hours or more per week.

18.1.2. Any cover which comes into force under condition 18.1.1 will be *voluntary cover*.

18.2. Commencement of cover

18.2.1. Cover for a *member* under condition 18.1.1 will begin on the later of:

- a) the date we agree in writing to provide cover; and
- b) the date the *member* has sufficient account balance for the payment of applicable premiums with respect to their cover.

18.3. Amount of cover

18.3.1. The amount of cover that comes into effect for a member of *Division 4 (Personal Plus)* under condition 18.1.1 will be the lesser of:

- a) the amount of cover selected by the *member* in their application form;
- b) 85% of the *insured member's income* divided by 12; and
- c) the *maximum cover limit*.

18.3.2. Subject to approval by us, the cover that comes into effect for a member of *Division 4 (Personal Plus)* under condition 18.1.1 will be subject to the *benefit payment period* and the *waiting period* which the person has chosen in the *application for cover*. Where the *member* does not choose a particular *waiting period* and/or *benefit payment period*, a 90 day *waiting period* and/or a 2 year *benefit payment period* will apply to that *member's* cover.

19. GENERAL CONDITIONS

19.1. Recommencement of insured cover

19.1.1. Where cover for a *Division 4 (Personal Plus)* member ceases under this policy according to condition 11, then cover for that *members* under Part V of this policy will only recommence from the date we agree in writing to recommence cover.

19.2. Increases, reductions and variations in cover

19.2.1. A *Division 4 (Personal Plus)* member can in the manner agreed between you and us apply to:

- a) have his or her cover increased;

b) extend his or her *benefit payment period* from 2 years to 5 years if the *member*, at the time of application, is not working in an occupation which would result in a "Heavy Blue Collar" *occupation grouping* being assigned to that *member's* cover; or

c) change his or her *waiting period*,

provided he or she:

a) has not reached the *cover cessation age*;

b) is employed by an *employer*;

c) is working for a minimum of 15 hours or more per week; and

d) satisfies *our underwriting requirements*.

19.2.2. Where a person applies for increases in cover under condition 19.2.1 and meets *our underwriting requirements*, *we*, or *you* on terms approved by *us*, may:

a) accept or decline that person's request; or

b) apply exclusions or other special conditions to any increases in cover which is accepted in writing.

19.2.3. Where a person has been accepted for increases in cover under condition 19.2.2, the *waiting period* and *benefit payment period* which applies to the increase in cover will be the same as the *waiting period* and *benefit payment period* which applies to the person's existing cover unless the person has chosen a different *waiting period* and/or *benefit payment period* on their application in which case the chosen *waiting period* and/or *benefit payment period* will apply to all of that person's cover from the date set out in condition 19.2.5 and premiums will be adjusted accordingly from the date set out in condition 19.2.5.

19.2.4. Any cover which comes into force under condition 19.2.2 will be *voluntary cover*.

19.2.5. If *we* offer to provide cover under condition 19.2.2, the change requested will be effective from the date *we* notify *you* of *our* terms of acceptance.

19.2.6. The amount of *insured cover* which applies to a *Division 4 (Personal Plus)* member, as provided for under Part V, can at any time, by notification to *us* by *you*, or by notification to *you* by an *insured member* on terms approved by *you* and *us* in writing, or any other form as agreed by *you* and *us*, be reduced or cancelled in its entirety.

19.2.7. The reduction or cancellation will take effect from the later of the following:

a) the date on which *we* or *you* receive the notification in written form, or any other form as agreed by *you* and *us*; and

b) where applicable, the date nominated by an *insured member* in the notification referred to in paragraph a) as the date that that he or she wants cover to reduce or cease.

19.3. Obtaining cover in Division 6

19.3.1. Where a *member* who has cover in *Division 4 (Personal Plus)* becomes entitled to cover under conditions 13, 15 or 16, the cover the member has in *Division 4 (Personal Plus)* will cease and be replaced with cover in *Division 6* from the date this cover commences under condition 13.2.1, 15.1.1 or 16.2.3.

PART VI. APPENDIX A

PREMIUM RATES FOR DIVISION 6

Benefit Period Waiting Period Age Next Birthday†	Annual Premium Rates per \$1,000 Insured Cover [^]															
	2 Years								5 Years							
	30 Days		60 Days		90 Days*		120 Days		30 Days		60 Days		90 Days		120 Days	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
16	2.95	3.83	1.91	2.31	1.06	1.19	1.00	1.13	3.49	4.95	2.25	3.00	1.64	2.04	1.41	1.79
17	2.95	3.90	1.91	2.36	1.06	1.21	1.00	1.15	3.49	5.04	2.25	3.06	1.64	2.07	1.41	1.82
18	3.04	3.94	1.96	2.36	1.09	1.22	1.04	1.16	3.59	5.09	2.32	3.09	1.69	2.09	1.46	1.84
19	3.05	3.98	1.96	2.40	1.09	1.24	1.04	1.17	3.59	5.14	2.32	3.12	1.69	2.10	1.46	1.85
20	3.05	3.99	1.96	2.40	1.09	1.24	1.04	1.17	3.59	5.15	2.32	3.12	1.69	2.11	1.46	1.85
21	3.08	4.03	1.98	2.42	1.10	1.25	1.05	1.18	3.63	5.21	2.34	3.15	1.71	2.12	1.47	1.87
22	2.91	4.07	1.87	2.44	1.04	1.26	0.98	1.17	3.46	5.30	2.24	3.21	1.62	2.17	1.39	1.91
23	2.77	4.10	1.78	2.46	0.98	1.27	0.93	1.12	3.33	5.38	2.15	3.27	1.55	2.20	1.34	1.94
24	2.70	4.13	1.73	2.48	0.95	1.28	0.90	1.08	3.27	5.47	2.10	3.32	1.52	2.24	1.31	1.98
25	2.60	4.17	1.65	2.50	0.91	1.29	0.87	1.04	3.16	5.57	2.03	3.38	1.47	2.28	1.27	2.02
26	2.52	4.10	1.59	2.49	0.87	1.30	0.83	0.99	3.10	5.54	1.98	3.39	1.41	2.32	1.22	2.06
27	2.44	4.43	1.55	2.67	0.85	1.37	0.81	0.96	3.03	6.04	1.94	3.66	1.39	2.48	1.20	2.20
28	2.43	4.69	1.55	2.79	0.85	1.42	0.81	0.97	3.05	6.46	1.95	3.88	1.40	2.61	1.21	2.31
29	2.41	4.91	1.53	2.91	0.84	1.47	0.80	0.96	3.05	6.83	1.95	4.07	1.40	2.70	1.21	2.42
30	2.46	5.15	1.55	3.03	0.85	1.52	0.81	0.97	3.14	7.22	2.00	4.29	1.43	2.84	1.25	2.53
31	2.51	5.33	1.58	3.13	0.86	1.56	0.82	0.98	3.25	7.56	2.06	4.48	1.47	2.94	1.29	2.63
32	2.60	5.50	1.63	3.21	0.88	1.60	0.84	1.02	3.40	7.86	2.15	4.65	1.52	3.06	1.33	2.73
33	2.70	5.69	1.67	3.34	0.90	1.66	0.86	1.04	3.56	8.23	2.23	4.88	1.57	3.20	1.38	2.88
34	2.82	5.86	1.75	3.45	0.93	1.73	0.89	1.08	3.76	8.55	2.34	5.09	1.64	3.35	1.44	3.01
35	2.97	6.07	1.83	3.59	0.97	1.81	0.92	1.13	4.00	8.97	2.49	5.36	1.73	3.56	1.53	3.20
36	3.14	6.30	1.94	3.75	1.03	1.91	0.97	1.19	4.28	9.43	2.66	5.66	1.84	3.79	1.63	3.42
37	3.30	6.56	2.03	3.94	1.08	2.02	1.03	1.26	4.54	9.98	2.82	6.03	1.96	4.07	1.74	3.70
38	3.46	6.90	2.15	4.17	1.14	2.16	1.09	1.33	4.83	10.61	3.00	6.47	2.09	4.41	1.86	4.01
39	3.64	7.28	2.27	4.43	1.21	2.31	1.15	1.42	5.15	11.35	3.21	6.98	2.25	4.79	2.01	4.37
40	3.86	7.73	2.42	4.74	1.31	2.50	1.25	1.53	5.52	12.24	3.48	7.58	2.46	5.27	2.20	4.80
41	4.07	8.28	2.59	5.13	1.41	2.73	1.34	1.65	5.90	13.28	3.76	8.31	2.69	5.83	2.42	5.33
42	4.26	8.88	2.73	5.54	1.52	2.98	1.44	1.78	6.26	14.42	4.04	9.11	2.92	6.46	2.63	5.91
43	4.55	9.55	2.96	6.02	1.66	3.28	1.58	1.96	6.77	15.72	4.43	10.02	3.26	7.18	2.93	6.58
44	4.82	10.31	3.17	6.56	1.81	3.61	1.72	2.14	7.25	17.18	4.80	11.05	3.59	8.01	3.25	7.36
45	5.16	11.15	3.45	7.17	2.00	3.99	1.89	2.37	7.88	18.79	5.31	12.21	4.02	8.93	3.64	8.23
46	5.47	12.07	3.72	7.84	2.19	4.41	2.08	2.60	8.47	20.56	5.80	13.48	4.46	9.98	4.05	9.20
47	5.88	13.03	4.06	8.55	2.43	4.86	2.30	2.89	9.22	22.44	6.42	14.86	5.02	11.10	4.56	10.26
48	6.38	14.12	4.47	9.35	2.71	5.36	2.58	3.22	10.08	24.56	7.14	16.40	5.67	12.35	5.17	11.45
49	6.88	15.34	4.91	10.24	3.03	5.92	2.88	3.61	11.01	26.94	7.93	18.14	6.40	13.78	5.84	12.79
50	7.44	16.59	5.40	11.17	3.37	6.51	3.20	4.03	12.03	29.40	8.80	19.95	7.19	15.26	6.58	14.19
51	8.10	17.97	5.97	12.18	3.77	7.16	3.58	4.51	13.21	32.15	9.82	21.96	8.12	16.92	7.45	15.76
52	8.82	19.46	6.58	13.28	4.21	7.86	4.00	5.06	14.53	35.10	10.94	24.13	9.15	18.70	8.42	17.46
53	9.70	21.04	7.33	14.46	4.72	8.60	4.48	5.68	16.12	38.22	12.28	26.43	10.36	20.60	9.55	19.26
54	10.70	22.72	8.15	15.70	5.30	9.40	5.04	6.39	17.94	41.56	13.80	28.89	11.73	22.62	10.82	21.19
55	11.86	24.48	9.12	17.02	5.96	10.24	5.66	7.20	20.06	45.07	15.56	31.48	13.32	24.76	12.30	23.22
56	13.17	26.35	10.19	18.40	6.69	11.12	6.35	8.10	22.43	48.79	17.51	34.20	15.05	26.99	13.93	25.35
57	14.61	28.37	11.37	19.89	7.50	12.06	7.12	9.10	25.05	52.81	19.65	37.13	16.96	29.37	15.72	27.64
58	16.28	30.49	12.72	21.44	8.42	13.03	8.00	10.23	28.03	57.03	22.07	40.18	19.10	31.85	17.73	30.01
59	18.13	32.71	14.22	23.05	9.43	14.04	8.96	11.48	31.33	61.45	24.71	43.34	21.43	34.41	19.93	32.45
60	20.24	35.05	15.90	24.74	10.57	15.08	10.05	12.90	35.04	68.08	27.66	46.63	23.99	37.05	22.36	34.98
61	22.66	37.51	17.82	26.49	11.85	16.17	11.25	14.48	38.84	70.07	30.26	48.82	26.01	38.35	23.91	35.61
62	25.35	40.00	19.93	28.27	13.25	17.27	12.59	16.21	37.93	63.90	29.37	44.36	25.12	34.72	23.00	32.05
63	28.44	42.61	22.32	30.14	14.82	18.42	14.08	17.50	35.51	55.32	27.26	38.19	23.16	29.72	21.04	27.15
64	25.90	37.72	19.65	25.78	12.72	15.28	12.08	14.52	25.90	37.72	19.65	25.78	12.72	15.28	12.08	14.52
65	9.81	14.29	7.26	9.50	4.62	5.49	4.39	5.05	9.81	14.29	7.26	9.50	4.62	5.49	4.39	5.05

[^] Insured Cover has the same meaning as *insured cover* in this policy. * Default cover is 2 Year Benefit Period and 90 day Waiting Period

† As at last 1 July

Occupational Loadings	
Occupation	IP
White	1.00
Light blue	1.40
Medium blue	2.50
Heavy blue	2.50

Occupational loadings	
Occupation	IP
White	1.00
Light blue	1.40
Medium blue	2.50
Heavy blue	2.50