

# Telstra Superannuation Scheme - Group Life Policy Document

**Policy Number** G3635-GLDB  
**Policy Name** Telstra Superannuation Scheme Group Life Policy (DB members)  
**Policy Owner** Telstra Super Pty Ltd as trustee for the Telstra Superannuation Scheme (Fund) ABN 86 007 422 522  
**Policy Commencement Date** 1 July 2020  
**Endorsement number** 2

This is the first endorsement to the *policy* and takes effect from 12.00 am on 1 July 2021.

## **AGREEMENT**

Policy G3635-GLDB is varied by deleting all of the terms, conditions and schedules of the *policy* in their entirety and replacing them with the terms, conditions and schedules attached to this endorsement.

<p><b>For and on behalf of MLC Limited</b></p> <p>Sign name: </p> <p><b>Name &amp; title:</b> Philip Bracken, Head of Group Product</p> <p><b>Date:</b> 6 July 2021</p>	<p><b>For and on behalf of the Policy Owner</b></p> <p>Sign name: </p> <p><b>Name &amp; title:</b> Chris Davies, Chief Executive Officer</p> <p><b>Date:</b> 2 July 2021</p>
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# Policy G3635-GLDB

## Group Life Policy Document

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MLC Limited (**MLCL**)

Telstra Super Pty Ltd (**Trustee**)

# Details

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**Date** 6 July 2021

## Parties

Name **MLC Limited**  
ABN 90 000 000 402  
Short form name **MLCL**  
Notice details Level 7, 40 Mount Street, North Sydney NSW 2060

Name **Telstra Super Pty Ltd** as trustee for the Telstra Superannuation Scheme  
ABN 86 007 422 522  
Short form name **Trustee**  
Notice details PO Box 14309, Melbourne, VIC 8001

## Background

- A. MLCL is a registered life company pursuant to the *Life Insurance Act 1995* (Cth).
- B. The Trustee is the trustee of the *fund*.
- C. The Trustee is the policy holder and holds the *policy* in its capacity as trustee of the *Fund*.
- D. This policy document ("*policy*") evidences the terms and conditions of the *policy*, as agreed between the parties.

## SCHEDULE

MLC Limited (ABN 90 000 000 402) of Level 7, 40 Mount Street, North Sydney NSW 2060 (MLCL)

### 1. The Policy

- 1.1 GROUP LIFE INSURANCE POLICY NUMBER *G3635-GLDB*.
- 1.2 Policy owner: Telstra Super Pty Ltd, ABN 86 007 422 522
- 1.3 The policy takes effect from the *commencement date*.
- 1.4 MLCL will provide death, *total and permanent disablement (TPD)* and *total and permanent invalidity (TPI)* cover for *insured members* on the same terms and conditions as those in force under *GR926-GL*, including terms defined in *GR926-GL*, subject to the modifications set out below.
- 1.5 A reference to "the *policy*" is a reference to this GROUP LIFE INSURANCE POLICY *G3635-GLDB* issued by MLCL.

### 2. Definitions

- 2.1 Replace the definition of "*commencement date*" with:

1 July 2020.

- 2.2 Replace the definition of "*guarantee period*" with:

means the period commencing on 1 July 2020 and ending on 30 June 2023, or the period commencing on 1 July 2020 and continuing after 30 June 2023 to the date set out below in the circumstances described below:

- if the *Claim Ratio*, as determined by *us*, is between 79% and 83% we will extend the rate guarantee period for all policies, *G3633-GL*, *G3633-GSC*, *G3635-GLDB* and *G3635-GSCDB*, for a further two years from 1 July 2023 to 30 June 2025; and
- if, after 4.5 years (i.e. at 31 December 2024), the *Claim Ratio*, as determined by *us*, is between 79% and 83% we will extend the rate guarantee period for policies *G3633-GL*, *G3633-GSC*, *G3635-GLDB* and *G3635-GSCDB*, a further two-year rate period from 1 July 2025 to 30 June 2027.

For the purposes of this definition, ***Claim Ratio*** = C / P

Where:

C = claims incurred for the 5 year period prior to the date 6 months before the expiry of the relevant guarantee period, including:

1. claims paid;
2. an allowance for claims notified and pending a determination;
3. an allowance for claims incurred but yet to be notified; and
4. an allowance for income protection claims admitted and in payment but yet to be finalised,

in respect of policies *G3633-GL*, *G3633-GSC*, *G3635-GLDB* and *G3635-GSCDB* between *you* and *us*, and policies *GL451*, *GSC458*, *GR926-GL* and *GR926-SC* between *you* and TAL Life Limited (ABN 70 050 109 450).

P = Premiums payable, in respect of policies *G3633-GL*, *G3633-GSC*, *G3635-GLDB* and *G3635-GSCDB* between *you* and *us*, and the policies *GL451*, *GSC458*, *GR926-GL* and *GR926-SC* between *you* and TAL

Life Limited (ABN 70 050 109 450), for the 5 year period prior to the date 6 months before the expiry of the relevant guarantee period whether received in that period or not.

For clarity, there will be a range of assumptions required in the analysis to determine the Claims Ratio. We will provide *our* assumptions to *you* verbally or in writing and give appropriate consideration to any information or representations made by *you* or *your* advisers before finalising *our* assumptions.

Notwithstanding the above, if *you* inform *us* in writing that *you* do not wish to extend the guarantee period, we will not extend the guarantee period as described above.

2.3 Replace the definition of “*principal employer*” with:

“has the same meaning as in the *trust deed*”

2.4 Replace the definition of “*we/our/us*” with:

“means MLC Limited ABN 90 000 000 402.”

2.5 Insert the following definitions in condition 2.1.1 in alphabetical order:

<i>FSC guidance note 11</i>	Financial Services Council Guidance Note No. 11 Group Insurance Takeover Terms dated 9 May 2013, as amended from time to time, subject to <i>you</i> and <i>us</i> agreeing that those amendments apply in relation to this <i>policy</i> .
<i>G3633-GL</i>	means policy number G3633-GL entered into by <i>you</i> with <i>us</i> , as amended from time to time.
<i>G3633-GSC</i>	means policy number G3633-GSC entered into by <i>you</i> with <i>us</i> , as amended from time to time.
<i>G3635-GLDB</i>	means this policy, policy number G3635-GLDB entered into by <i>you</i> with <i>us</i> , as amended from time to time.
<i>G3635-GSCDB</i>	means policy number G3635-GSCDB entered into by <i>you</i> with <i>us</i> , as amended from time to time.
<i>GL451</i>	means policy number GL451 entered into by <i>you</i> with TAL Life Limited (ABN 70 050 109 450), as amended from time to time.
<i>GSC458</i>	means policy number GSC458 entered into by <i>you</i> with TAL Life Limited (ABN 70 050 109 450), as amended from time to time.
<i>GR926-GL</i>	means policy number GR926-GL entered into by <i>you</i> with TAL Life Limited (ABN 70 050 109 450) with a commencement date of 1 November 2014, in the form in which it is appended as Appendix A to this <i>policy</i> .
<i>GR926-SC</i>	means policy number GR926-SC entered into by <i>you</i> with TAL Life Limited (ABN 70 050 109 450), as amended from time to time.
<i>GR927-GL</i>	means policy number GR927-GL entered into by <i>you</i> with TAL Life Limited (ABN 70 050 109 450), as amended from time to time.

### 3. Conditions relating to cover for all members

3.1 Delete condition 3.1 and replace with the following:

**“Cover for insured members under this policy**

3.1 The cover for a *member of Division 2, Division 5 or Division 8 (DB)* which was in force under the *GR926-GL* 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 the following:

- a) we will provide cover and determine *our* liability for claims made in respect of the *member* by applying *FSC guidance note 11* as the “incoming insurer” and also in accordance with letter we signed on 12 June 2020 included as ANNEXURE F; and
- b) any individual conditions, exclusions or restrictions which applied under the *GR926-GL* on the day before the *commencement date* will continue to apply until such time as they expire according to their terms. For clarity, any individual conditions, exclusions or restrictions that commenced prior to *GR926-GL*, are conditions, exclusions or restrictions applicable under the *trust deed*; and
- c) cover for a claim will only apply to the *member* if the claim has not arisen due to an error made by *you* including but not limited to an administrative, reporting or disclosure error on which the *member* relies. “

3.2 Delete condition 3.2.

3.3 Delete condition 4.1.1.d) and replace it with:

“the date any *TPD* or *TPI* benefit becomes payable for the *insured member* under this *policy* or *GR927-GL*;”

3.4 Add a new condition after the condition 4.1.1 f) as follows:

“(g) the date that the *insured member* ceases to be a *member of Division 2, Division 5 or Division 8*”

3.5 In condition 6.1.1., delete the reference to “28 November 2014” and replace with “31 August 2020”.

3.6 Insert new condition 6.1.1 s) as follows:

“s) any other data agreed between *you* and *us* from time to time.”

3.7 Delete condition 7.4.1 and replace with:

“If there is an error in any data provided to *us* under this *policy*, we will adjust the *insured cover*, any benefit payable and premium, in respect of the *insured member* based on the correct data. We will recoup from *you* (or pay to *you*) the difference between such amounts which would have applied had we been provided the correct and complete data and/or information.”

3.8 Delete condition 8.1.3. and replace with the following:

“8.1.3A) Subject to condition 8.1.3C)1, we may at any time, including during the *guarantee period*, vary the *policy* terms and conditions including the *premium rates*, for all *insured members* or for one or more categories of *insured members*:

- a) where there is a formal declaration of war by the Australian government, 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 90 days prior notice in writing of the change; or
- b) if:
  - i) the *guarantee period* has expired; or
  - ii) there has been a decrease of 15% or more, or an increase of 25% or more, in the number of *members* insured by *us* under policies *G3633-GL* and *G3635-GLDB* since the start of the *guarantee period*; or
  - iii) there has been a change in the nature of the *fund's* membership such as a merger or an amalgamation with another superannuation fund as a result of

which the number of *members* insured by *us* under by policies G3633-GL and G3635-GLDB has changed by more than 10%; or

- iv) there are legislative or regulatory changes that would impact 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, provided that *we* must vary the *policy* in a way which is consistent with the changes; or
- v) without limiting condition 8.1.3A)b)iv), there is a change in federal, state or territory taxes or duties that changes *our* costs under the *policy*, provided that *we* must vary the *policy* in a way which is consistent with the changes,

by giving *you* at least 90 days prior notice in writing of the change.

#### 8.1.3B) Data integrity & other information

8.1.3B)1 Subject to condition 8.1.3C)1, *we* may acting reasonably at any time, including during the *guarantee period*, review and amend (including retrospective, if applicable) policy terms and conditions including the *premium rates*, for all *insured members* or for one or more categories of *insured members*, where:

- a) data and/or information of any kind provided to *us* by *you* or by *your* advisers on behalf of *you*, is inaccurate and/or incomplete and in *our* appointed actuary's opinion, having considered the information and representations made by *you* or *your* advisers, necessitates a change in the policy terms and conditions including the *premium rates*. For clarify, this includes data and/or information provided prior to the commencement of the policy; or
- b) *we* are prevented from adhering to the policy terms and conditions or are required to change them, under or by legislation, regulation, or any regulatory body with supervisory/licensing authority over *us*.

#### 8.1.3C) Variation limit

8.1.3C)1 Unless *you* and *we* agree otherwise, where *we* vary premiums or policy terms under conditions 8.1.3A) and 8.1.3B)1, the variation will be limited to the impact of the relevant condition(s) and will not include adjustment for other factors."

#### 3.9 Delete condition 9.1.1. and replace with the following:

"Upon termination of this *policy* *we* will provide cover and determine *our* liability for claims made in respect of *insured members* by applying *FSC guidance note 11* as the "outgoing insurer".

#### 3.10 Delete condition 10.1.1.a) and replace with:

"is issued from *our* Statutory Fund 1;"

#### 3.11 Add a new condition as follows:

##### **"11. Special Conditions**

##### 11.1 Additional commitments applicable during the COVID-19 pandemic

11.1.1. *We* make additional commitments in respect of cover under this *policy*, as set out in Appendix A as a result of the COVID-19 pandemic.

11.1.2. To the extent these additional commitments, as set out in APPENDIX A, are inconsistent with other terms of the *policy*, the additional commitments will prevail.

11.1.3 We may extend these additional commitments or vary their terms by giving *you* reasonable advance notice in writing.”

3.12 In Part VII. Appendix, delete the Premium Rate Table for Divisions 2, 5 and 8 (DB) and replace with the following:

“

Annual Premium Rates per \$1,000 Sum Insured		
ANB	Death & TPD	Death Only*
16	0.74	N/A
17	0.91	N/A
18	1.05	N/A
19	1.09	N/A
20	1.14	N/A
21	1.13	N/A
22	1.09	N/A
23	1.04	N/A
24	0.99	N/A
25	0.95	N/A
26	0.97	N/A
27	0.91	N/A
28	0.88	N/A
29	0.86	N/A
30	0.81	N/A
31	0.80	N/A
32	0.74	N/A
33	0.75	N/A
34	0.75	N/A
35	0.77	N/A
36	0.77	N/A
37	0.81	N/A
38	0.85	N/A
39	0.92	N/A
40	1.01	N/A
41	1.11	N/A
42	1.29	N/A
43	1.44	N/A
44	1.62	N/A
45	1.83	N/A
46	2.08	N/A
47	2.42	N/A
48	2.82	N/A
49	3.22	N/A

50	3.59	N/A
51	4.08	N/A
52	4.71	N/A
53	5.59	N/A
54	6.48	N/A
55	7.30	N/A
56	8.10	N/A
57	9.08	N/A
58	10.23	N/A
59	11.39	N/A
60	12.91	N/A
61*	12.91	5.15
62*	12.91	5.15
63*	12.98	5.23
64*	13.17	5.41
65*	13.40	5.65

\* *Division 2 members* only have death only cover from age 61 ANB.

ANB means age next birthday

Note: The *premium rates* are inclusive of stamp duty."

3.13 Add a new appendix, "PART XIII APPENDIX A" as follows:

"Our additional commitments to you, in relation to the COVID-19 pandemic are set out below.

**Death, TPD and TPI cover**

For claims incurred under this *policy* between 1 July 2020 and 1 January 2021, we will continue *insured cover* for death, *TPD and TPI* benefits, where the *insured member* has lost their job, been stood down or had a reduction in working hours and/or *salary* due to the COVID-19 pandemic, subject to:

- where applicable, the *salary* used to determine the amount of *insured cover* and benefits will be the *salary* that applied as at 11 March 2020 and premiums will be based on that amount of *insured cover*;
- *insured cover* remaining continuously in place under GR926-GL up to 30 June 2020, and this *policy* from 1 July 2020, with premiums being paid;
- any *insured member* having lodged initial completed claim forms with us by 31 March 2021, subject to assessment; and
- other *policy* terms which are not inconsistent with these additional commitments continuing to apply unless we agree otherwise.

In relation to any claims that are our liability under condition 3.1a) and that are impacted by the COVID-19 pandemic, the additional commitments as set out in this Appendix A will apply."

3.14 Add a new annexure, "PART XIV ANNEXURE F" as follows

## PART XIV. ANNEXURE F



Telstra Super Pty Ltd  
ABN 95 007 422 522  
Australian Financial Services  
Licence No. 236709  
Level 8, 215 Spring Street, Melbourne  
Victoria 3000 Australia  
T 1300 033 168 F 03 9653 6060  
www.telstrasuper.com.au

5 June 2020

Sean Williamson  
Executive Lead, New Business  
MLC Life Insurance  
Level 7, 40 Mount Street  
North Sydney NSW 2060

### **TelstraSuper Group Insurance – Acceptance of transferred insurance**

We refer to:

- (a) FSC Guidance Note 11 Group Insurance Takeover Terms dated 9 May 2013 (including definitions of terms set out in that Guidance Note) (**FSC Guidance Note 11**); and
- (b) the proposed transfer of the group arrangements covering TelstraSuper members and beneficiaries (collectively, the **TelstraSuper membership**) to MLC Limited (**MLC**) (**Proposed Insurance Transfer**). Telstra Super Pty Ltd (**Trustee**) and MLC intend that the date and time on which the transfer will take effect will be 12am on 1 July 2020 (**transfer date**), subject to execution of relevant agreements, including the insurance policies between the Trustee and MLC.

This is to formally request for MLC to implement the transfer on the terms of:

- (a) FSC Guidance Note 11 as the “incoming insurer” for the purposes of the FSC Guidance Note 11; and
- (b) this letter.

The insurance coverage is being transferred from TAL Life Limited (TAL), the “outgoing insurer”, who has confirmed their adherence to FSC Guidance Note 11.

By adopting the transfer of risk terms as set out in FSC Guidance Note 11, MLC is agreeing that there will be no gap in insurance cover for the TelstraSuper membership as contemplated in FSC Guidance Note 11.

We ask that MLC confirms its acceptance of this request by signing and returning to me the consent form attached to this letter. We note that the transfer terms will also be reflected in the relevant insurance policy documentation and/or other agreements between MLC and Telstra Super Pty Ltd, including where terms are more favourable than terms under the insurance arrangement with TAL.

Further, and as set out in MLC's insurance proposal, please confirm that in the event a dispute regarding liability arises and to the extent it relates to MLC's takeover of cover, MLC will take on management of such claims and pay associated insured benefits in order to ensure that the relevant member or beneficiary is not negatively impacted or delayed by the dispute, seeking recovery from the outgoing insurer "behind the scenes".

As previously advised, Telstra Super Pty Ltd will not provide "at work" certificates for transferring members and beneficiaries at the date and time of transfer, but will seek confirmation of work status at the takeover date for individual members or beneficiaries if a claim arises in future where this information is relevant.

As part of the transfer of insurance, and consistent with FSC Guidance Note 11, TAL will be asked to provide relevant details of the insurance cover for the transferring TelstraSuper membership, including amount and types of cover (death, Terminal Illness, TPD, IP, default, top-up, voluntary), underwriting limits, relevant automatic acceptance amounts and any individual acceptance terms or premium loadings, etc.

Please provide details of the information you require as soon as possible and confirm that MLC is willing to contact TAL directly for this information.

Would you please arrange for the attached form to be signed and dated and returned to me at your earliest convenience.

Yours sincerely

A handwritten signature in black ink that reads "K. Forrest". The signature is written in a cursive style with a large, stylized 'F' at the end.

Kathryn Forrest  
Executive General Manager, Operations

## TelstraSuper Group Insurance – Acceptance of transferred insurance

MLC refers to the letter from Kathryn Forrest (Executive General Manager, TelstraSuper) to Sean Williamson (Executive Lead, New Business MLC Life Insurance) dated 5 June 2020 (**TelstraSuper Letter**), including terms defined in that letter, and hereby agrees upon the implementation of the Proposed Insurance Transfer:

- to accept the TelstraSuper membership insurance risk from TAL on the terms set out in FSC Guidance Note 11 (including definitions of terms as set out in that Guidance Note) and in the TelstraSuper Letter;
- to reflect the transfer terms in the insurance policy documentation and/or other agreement between MLC and Telstra Super Pty Ltd, including where terms are more favourable than the terms under the insurance arrangement with TAL;
- that by adopting the transfer of risk terms set out in FSC Guidance Note 11 and the TelstraSuper Letter, there will be no gap in insurance cover for the TelstraSuper membership as contemplated in FSC Guidance Note 11;
- that, as set out in MLC's insurance proposal, in the event a dispute regarding liability arises and to the extent it relates to MLC's takeover of cover, MLC will take on management of such claims and pay associated insured benefits in order to ensure that the relevant member or beneficiary is not negatively impacted or delayed by the dispute and that MLC will seek recovery from the outgoing insurer "behind the scenes"; and
- it will not require Telstra Super Pty Ltd to provide "at work" certificates for transferring members and beneficiaries at the date and time of transfer, but will seek confirmation of work status at the takeover date for individual members or beneficiaries if a claim arises in future where this information is relevant.

MLC acknowledges that as part of the Proposed Insurance Transfer, and consistent with FSC Guidance Note 11, TAL will be asked to provide relevant details of the insurance cover for the transferring TelstraSuper membership, including amount and types of cover (death, Terminal Illness, TPD, IP, default, top-up, voluntary), underwriting limits, relevant automatic acceptance amounts and any individual acceptance terms or premium loadings, etc. MLC agrees to provide details of the information that it requires as soon as possible and confirms that it is willing to contact TAL directly for this information.

Sean Williamson

\_\_\_\_\_  
Name of authorised MLC representative



\_\_\_\_\_  
Signature of authorised MLC representative

12/6/2020

\_\_\_\_\_  
Date



# Group Life Policy

**Group Life Policy Number** GR926-GL  
**Group Life Policy Name** Telstra Superannuation Scheme  
**Group Life Policy Owner** Telstra Super Pty Ltd

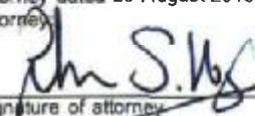
**BACKGROUND:**

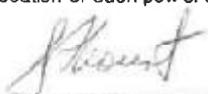
- Since 26 September 2005, TAL Life Limited ("TAL") has provided death and total and permanent disablement cover for eligible members of the Telstra Superannuation Scheme ("the fund") under GL451 policy issued to Telstra Super Pty Ltd in its capacity as trustee of the fund ("Trustee").
- TAL and the Trustee have mutually agreed that TAL will provide cover for claims relating to the Defined Benefits Divisions 2, 5 and 8 (DB) of the fund which are incurred on or after 1 November 2014, in accordance with the terms contained in this Policy.

**OPERATIVE PROVISION:**

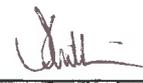
A. TAL and the Trustee agree that this policy ("Policy"), as amended from time to time, contains the entire terms and conditions of the arrangement outlined in the Background above.

Signed for **TAL Life Limited** ABN 70 050 109 450 by its duly appointed attorneys 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  
**J.S HOYLE**  
 Name  
**27/10/2014**  
 Date signed

  
 Signature of attorney  
 George Kourt  
 Company Secretary  
 Name  
**27/10/2014.**  
 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  
**Paul Cronin**  
 Name of authorised representative  
**Acting CEO**  
 Title

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# Group Life Insurance Policy

## Policy Number GR926-GL

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## PART I. THE POLICY

### 1. THE POLICY

1.1.1. 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 premium by *you*. It consists of this PART I, and the following:

- a) PART II – which sets out definitions;
- b) PART III – which sets out general terms and conditions applicable to death, *total and permanent disablement* and *total and permanent invalidity* cover for all *insured members*;
- c) PART IV – which sets out specific terms and conditions for *insured members* of *Division 2*;
- d) PART V – which sets out specific terms and conditions for *insured members* of *Division 5*;
- e) PART VI – which sets out specific terms and conditions for *insured members* of *Division 8 (DB)*;
- f) PART VII – Appendix;
- g) PART VIII – a copy of the *trust deed*;
- h) PART IX – a copy of the *Special Determination for part-time employees* for *Division 2* and *Division 5 members*;
- i) PART X – a copy of the *Special Determination for part-time employees* for *Division 8 (DB) members*;
- j) PART XI – a copy of the *Special Determination regarding Salary* for *Division 2* and *Division 5 members*;
- k) PART XII – a copy of the *Special Determination regarding Salary* for *Division 8 (DB) members*; and
- l) any document which evidences any alteration or variation of the policy.

## PART II. DEFINITIONS

### 2. GENERAL DEFINITIONS

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

<b>accrued retirement benefit:</b>	<p>for the purposes of <i>Division 8</i>, means as at any particular date, the amount which is equal to the sum of the amount calculated in accordance with the following formula:</p> $((AR \times DM) + ABM) \times FAS$ <p>where:</p> <ul style="list-style-type: none"><li>• “AR” is the relevant accrual rate, as follows, depending on the member’s category of membership from time to time:<ol style="list-style-type: none"><li>a) in the case of a <i>Category A Member</i>, 20.0%</li><li>b) in the case of a <i>Category B Member</i>, 17.5%</li><li>c) in the case of a <i>Category C Member</i>, 15.0%</li><li>d) in the case of a <i>Category E Member</i>, 17.5%; and</li></ol></li><li>• “DM” is the aggregate period of <i>Division 8 (DB) membership</i> (expressed in years and complete months) during which the relevant accrual rate applied in respect of the member; and</li><li>• “ABM” is any additional benefit multiple that applies to a former fund member as at 1 July 2001 and which the trustee of the former fund notified to you; and</li><li>• “FAS” is the member’s final average salary.</li></ul>
<b>aggregate contribution percentage:</b>	<p>in relation to a <i>contributory member</i>, means the sum of the percentages arrived at by multiplying each <i>member defined benefit contribution rate</i> that has applied to the member by the number of years and parts of a year of <i>contributory membership</i> (where each completed month counts as one-twelfth of a year) during which that rate applied to the member.</p>
<b>annual review date:</b>	<p>means 1 July every year.</p>
<b>average contribution percentage:</b>	<p>means the amount determined by dividing the member’s <i>aggregate contribution percentage</i> by the period of the member’s <i>contributory membership</i> provided that for the purposes of calculation of benefits under <i>Division 5</i> the average contribution percentage of a member shall not exceed 5%.</p>
<b>casual employee:</b>	<p>means an <i>employee</i> who is for the time being classified by the <i>employer</i> as a casual employee in accordance with the <i>employer’s</i> normal workforce classification rules and procedures and who the <i>employer</i> notifies to you.</p>
<b>Category C ACCUM member:</b>	<p>has the same meaning as in the <i>trust deed</i>.</p>
<b>Category A Member:</b>	<p>has the same meaning as in the <i>trust deed</i>.</p>

<b>Category B Member:</b>	has the same meaning as in the <i>trust deed</i> .								
<b>Category C Member:</b>	has the same meaning as in the <i>trust deed</i> .								
<b>Category D Member:</b>	has the same meaning as defined in the <i>trust deed</i> applicable at the time of death or <i>TPI</i> .								
<b>Category E Member:</b>	has the same meaning as in the <i>trust deed</i> .								
<b>commencement date:</b>	means 1 November 2014.								
<b>contributory member:</b>	means a <i>member</i> who has at any time been admitted to <i>contributory membership</i> of <i>Division 5</i> .								
<b>contributory membership:</b>	has the same meaning as in the <i>trust deed</i> .								
<b>cover cessation age:</b>	<p>means in relation to total death cover or total <i>TPD/TPI</i> cover under this policy the age at which cover ceases as determined in accordance with the table below:</p> <p>Cessation age for death and <i>TPD/TPI</i> cover:</p> <table border="1"> <thead> <tr> <th>Division</th> <th>Cessation age</th> </tr> </thead> <tbody> <tr> <td><i>Division 2</i></td> <td>60</td> </tr> <tr> <td><i>Division 5</i></td> <td>65</td> </tr> <tr> <td><i>Division 8 (DB)</i></td> <td>65</td> </tr> </tbody> </table>	Division	Cessation age	<i>Division 2</i>	60	<i>Division 5</i>	65	<i>Division 8 (DB)</i>	65
Division	Cessation age								
<i>Division 2</i>	60								
<i>Division 5</i>	65								
<i>Division 8 (DB)</i>	65								
<b>defined benefit member:</b>	has the meaning as defined in the <i>trust deed</i> .								
<b>division/s:</b>	means one or more of <i>Division 2</i> , <i>Division 5</i> , or <i>Division 8 (DB)</i> being <i>division/s</i> of the <i>fund</i> pursuant to the <i>trust deed</i> as at the <i>commencement date</i> .								
<b>Division 2:</b>	means the segment of the <i>fund</i> that pursuant to the <i>trust deed</i> has been designated by <i>you</i> to be the <i>division</i> to be known as <i>Division 2</i> .								
<b>Division 2 membership:</b>	<p>means, for the purposes of the definition of <i>salary</i>, subject to clause 2.1.3 of the <i>trust deed</i>, in relation to a <i>member</i> the sum of:</p> <ul style="list-style-type: none"> <li>A) the most recent uninterrupted period prior to 1 July 1996 during which the <i>member</i> was an <i>employed member</i> and a <i>member</i> of the <i>fund</i>; and</li> <li>B) the most recent uninterrupted period after 30 June 1996 during which the <i>member</i> has been an <i>employed member</i> and a <i>member</i> of <i>Division 2</i>.</li> </ul>								
<b>Division 5:</b>	means the segment of the <i>fund</i> that pursuant to the <i>trust deed</i> has been								

	designated by you to be the <i>division</i> to be known as Division 5.
<b>Division 5 membership:</b>	means, for the purposes of the definition of <i>salary</i> and conditions 4.1.1.b) and 12.3.1 subject to clause 5.1.3 of the <i>trust deed</i> , in relation to a <i>member</i> the most recent uninterrupted period during which the <i>member</i> has been an <i>employed member</i> and a <i>member of Division 5</i> .
<b>Division 8 (DB):</b>	means the segment of the <i>fund</i> that pursuant to the <i>trust deed</i> of the <i>fund</i> has been designated by you to be the <i>division</i> to be known as Division 8 Defined Benefit.
<b>Division 8 (DB) membership:</b>	means, for the purposes of the definition of <i>accrued retirement benefit</i> and conditions 6.1.1.m), 13.1.2a) and 13.3.1 in relation to a <i>member</i> the sum of: <ul style="list-style-type: none"> <li>A) the most recent uninterrupted period during which the <i>member</i> has been an <i>employed member</i> and a <i>member of Division 8</i>; and</li> <li>B) the period of the <i>member's</i> "Fund Membership" under the governing rules of the Pacific Access Superannuation Fund as at 30 June 2001.</li> </ul>
<b>Division 8 employer:</b>	has the same meaning as in the <i>trust deed</i> .
<b>eligible employee:</b>	means: <ul style="list-style-type: none"> <li>A) an <i>employee</i> who the <i>principal employer</i>, after consulting the Australian Council of Trade Unions, or any body formed as a result of a reorganisation or amalgamation of that council, notifies you is for the time being eligible for membership of the <i>fund</i>; and</li> <li>B) an <i>employee</i> who falls within a class of <i>employees</i> who the <i>principal employer</i>, after consulting the Australian Council of Trade Unions, notifies you is for the time being eligible for membership of the <i>fund</i>.</li> </ul>
<b>employed member:</b>	means a person who is for the time being both an <i>employee</i> and a <i>member</i> .
<b>employee/s:</b>	has in relation to an <i>employer</i> the same meaning as in the <i>Superannuation Industry (Supervision) Act 1993</i> .
<b>employer:</b>	has the same meaning as in the <i>trust deed</i> .
<b>FAS (final average salary):</b>	<u>Division 2</u> means in relation to a <i>Division 2 member</i> the average of the <i>member's</i> annual rate of <i>salary</i> as at the <i>salary review dates</i> falling within the period of 3 years of <i>superannuation membership</i> immediately preceding the date the <i>member</i> ceases to be an <i>employee</i> (or the actual period of <i>superannuation membership</i> immediately preceding that date, if less than 3 years) but by written notice given to you, the <i>principal employer</i> may specify that the final average salary of a <i>member</i> or a class of <i>members</i> is to be an amount calculated in another manner either indefinitely or for a specified period and for the purposes of the whole or a particular provision of this policy provided that we must agree with such change.

	<p><b><u>Division 5</u></b></p> <p>means in relation to a <i>Division 5 member</i> the average of the <i>salaries</i> paid to a <i>member</i> on the date the <i>member</i> ceased to be an <i>employee</i> and on the two dates preceding that date by 12 and 24 months respectively, but final average salary shall be any other amount or determined in any other manner specified by the <i>principal employer</i> and approved by the <i>trustee</i> and the <i>member</i> from time to time for the purposes of the whole or any particular provision of this policy provided that we must agree to such other amount.</p> <p><b><u>Division 8 (DB)</u></b></p> <p>means, in relation to a <i>Division 8 (DB) member</i>, the average of the <i>member's</i> annual <i>salaries</i> at each of the <i>review dates</i> during the three year period immediately preceding the earlier of:</p> <ul style="list-style-type: none"> <li>a) the date the <i>member</i> ceased to be an <i>employee</i>; or</li> <li>b) the date the <i>member</i> attains the age of 65 years.</li> </ul> <p>If the <i>member's superannuation membership</i> immediately preceding the relevant date is less than three years then (unless another basis of calculation is determined by the <i>employer</i>) the average of the <i>member's</i> annual <i>salary</i> at each of the <i>review dates</i> during the period of <i>superannuation membership</i> shall be deemed to be the <i>member's final average salary</i>. In any particular case, the <i>final average salary</i> shall be such other amount or determined in such other manner as may be determined by the <i>employer</i> and approved by the <i>member</i> from time to time for the purposes of the whole or any particular provision of this policy provided that we must agree to such other amount.</p>
<b>FM 60:</b>	means the number of years (and any fraction of a year not forming part of a complete year) between the date of death and the 60th anniversary of the <i>member's</i> date of birth.
<b>former fund:</b>	means the Pacific Access Superannuation Fund established on 21 December 1990.
<b>former fund member:</b>	has the same meaning as in the <i>trust deed</i> .
<b>former Telstra DB member:</b>	has the same meaning as in the <i>trust deed</i> .
<b>former TSS Division 2 member:</b>	means a <i>former fund member</i> who immediately before becoming an <i>employee</i> of Pacific Access Pty Ltd (now known as Sensis Pty Ltd) on 1 November 1997 was a member of <i>Division 2</i> and who has remained an <i>employee</i> of Sensis Pty Ltd since that time.
<b>fund:</b>	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.
<b>gainful employment:</b>	means employment for earnings, including business income, bonuses, commissions, fees, gratuities, salary and wages.
<b>guarantee period:</b>	means 1 November 2014 to 30 June 2017.
<b>illness:</b>	means an illness or disease suffered by the <i>insured member</i> , and is diagnosed by an appropriately qualified <i>medical practitioner</i> .
<b>incurred date:</b>	For: <ul style="list-style-type: none"> <li>A) death claims – the date of death; and</li> <li>B) TPD and <i>TPI</i> claims – the date the member satisfies all the requirements within the relevant <i>TPD</i> or <i>TPI</i> definition except for the requirements which need us to: <ul style="list-style-type: none"> <li>i) form an opinion that the <i>member</i> is unlikely ever to engage in or work for reward in any occupation or work for which the <i>member</i> is reasonably qualified by education, training or experience; or</li> <li>ii) consider that the <i>member</i> has participated in any relevant <i>rehabilitation program</i> satisfactorily where the employer has directed that <i>member</i> to participate in any relevant <i>rehabilitation program</i>.</li> </ul> </li> </ul>
<b>injury:</b>	means the occasioning of an injury caused directly and solely by some violent, external and visible means and which is capable of direct proof.
<b>insured cover:</b>	in reference to an <i>insured member</i> means the cover that is in force under this policy in relation to them.
<b>insured member:</b>	means a <i>member</i> for whom we have agreed to provide cover under this policy and continues to be insured under this policy and who was a <i>member</i> prior to the <i>commencement date</i> .
<b>medical practitioner:</b>	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 <i>insured member</i> , their <i>spouse</i> , relative or business associate.
<b>member:</b>	means a person who: <ul style="list-style-type: none"> <li>A) was admitted into membership of the <i>fund</i>; and</li> <li>B) who has not ceased to be a member of the <i>fund</i>;</li> </ul> in accordance with the <i>trust deed</i> .
<b>member defined benefit contribution rate:</b>	means a percentage which shall not be less than 1% and shall be in multiples of 1% up to a maximum of 10% of <i>salary</i> (or any other percentage of <i>salary</i> agreed between <i>you</i> and the principal <i>employer</i> from time to time either

	generally or in any particular case) and, when used in relation to a <i>contributory member</i> , means whichever of the permitted percentages the <i>member</i> has selected or is deemed to have selected for the time being.
<b>non-contributory member:</b>	an <i>eligible employee</i> who is not a <i>contributory member</i> and who has been admitted to non-contributory membership of <i>Division 5</i> .
<b>part-time employee:</b>	subject to the <i>Special Determination for part-time employees: Divisions 2 and 5</i> means an <i>employee</i> who with the agreement of the <i>employer</i> regularly works less than prescribed full-time hours in a pay-period, not including an <i>employee</i> who takes approved leave without pay to make up normal prescribed full-time hours or a <i>casual employee</i> .  <u>Division 8 (DB)</u> means an <i>employee</i> who, with the agreement of Pacific Access Pty Ltd, regularly works less than prescribed full-time hours in a pay period, not including an <i>employee</i> who takes approved leave without pay or a <i>casual employee</i> .
<b>permanent part-time employee:</b>	means an <i>employee</i> who is for the time being classified by the <i>employer</i> as a permanent part-time employee in accordance with the employer's normal work force classification rules and procedures (having regard to applicable awards and industrial agreements) and who the <i>employer</i> notifies to <i>you</i> .
<b>permanent part-time employee (&lt;15 hours):</b>	means a permanent part-time employee who is advised by the employer to <i>you</i> as being a person who works less than 15 hours per week.
<b>premium due date:</b>	means the last day of the month immediately following the month in respect of which premium is payable.
<b>premium rates:</b>	means the annual premium rates per \$1,000 of cover as set out in Part VII.  All of the premium rates above are based on the policy being issued on a non-participating basis.
<b>previous fund member:</b>	has the same meaning as in the <i>trust deed</i> .
<b>previous fund benefit factor:</b>	has the same meaning as in the <i>trust deed</i> .
<b>principal employer:</b>	means Telstra Corporation Limited ABN 33 051 775 556.
<b>privacy laws:</b>	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.
<b>prospective benefit (former TSS Division 2 member in Div 8 (DB)):</b>	<p>means with respect to a <i>former TSS Division 2 member</i>, the prospective death or <i>total and permanent invalidity</i> benefit, as applicable, that would have been paid to that <i>member</i> from the <i>fund</i> pursuant to the following formula had the <i>member</i> died or become <i>totally and permanently invalid</i> as at 1 November 1997:</p> <p>FAS x P x FM60</p> <p>Where:</p> <ul style="list-style-type: none"> <li>• "FAS" is the <i>member's final average salary</i> under the <i>fund</i> as at 1 November 1997; and</li> <li>• "P" is 20%; or</li> <li>• "FM60" is the number of years (and any fraction of a year not forming part of a complete year) between the date of death or <i>total and permanent invalidity</i>, as applicable, and the date the <i>member</i> would have attained the age of 60 years;</li> </ul> <p>and, for this purpose, if that <i>member</i> is determined to be <i>totally and permanently invalid</i> under <i>Division 8</i>, the <i>member</i> will be deemed to have been "Totally and Permanently Invalid" under the Fund as at 1 November 1997.</p>
<b>rehabilitation program:</b>	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.
<b>reported date:</b>	the date you receive the initial claim form for a <i>member</i> with respect to a particular condition for a death, <i>TPD</i> or <i>TPI</i> claim under the <i>fund</i> .
<b>review date:</b>	means 1 July in each year or any other date determined from time to time by the <i>Division 8 employer</i> to be the Review Date.
<b>salary:</b>	<p><u>Division 2</u></p> <p>determined, subject to <i>Special Determination regarding Salary</i>, in respect of a <i>Division 2 member</i> as at each <i>salary review date</i> and a <i>member's salary</i> as at any particular date is the <i>salary</i> notified to you by the <i>employer</i> as at the coincident or immediately preceding <i>salary review date</i>, but:</p> <p>A) subject to any contrary agreement between the <i>member</i>, the <i>employer</i> (with the approval of the <i>principal employer</i> where it is not the <i>member's employer</i>) and us, and to paragraph B) below:</p> <ol style="list-style-type: none"> <li>1) a <i>member's salary</i> as at any particular <i>salary review date</i> during <i>Division 2 membership</i> will not be less than the salary which applied to the <i>member</i> as at any preceding <i>salary review date</i> during <i>Division 2 membership</i>; and</li> <li>2) a <i>member's salary</i> as at a <i>salary review date</i> falling during a</li> </ol>

period of *Division 2 membership* when the *member* is absent from active employment with the *employer* without pay is the *salary* which would have applied in respect of the *member* as at that *salary review date* if the *member* had then been actively employed in the position held by the *member* with the *employer* immediately before the commencement of that period of absence;

- B) by written notice given to you the *principal employer* may specify that the *salary* of a *member* or a class of *members* is to be another amount or calculated in another manner either indefinitely or for a specified period and for the purposes of the whole or any particular provision of this policy provided that we must agree to such other amount or determination; and
- C) In accordance with *Special Determination for part-time employees*, during the period that a *member* is a *part-time employee*, it is the sum of:
- 1) the *salary* which would have applied to the *member* subject to *Special determination regarding Salary* if the *member* was doing the same work on a full-time basis but ignoring any loading or allowance due to the *member*;
  - 2) where a percentage loading is due to the *member*, the applicable percentage of the *member's* salary determined under paragraph 1) above; and
  - 3) the actual amount of any allowance due to the *member*, determined in accordance with the *Special Determination regarding Salary*.

#### Division 5

means, subject to *Special Determination regarding Salary*, in relation to a *Division 5 member* at any particular date the *member's* annual rate of ordinary remuneration notified to you by the *employer* as at that date including any allowance which is included as salary for the purposes of the *Superannuation Act 1976* but in any particular case, and subject to part 1.2 of the *trust deed*:

- A) salary shall be any other amount or determined in any manner specified by the *principal employer* and approved by you and the *member* for the purposes of the whole or any particular provision of this policy provided that we must agree to such other amount or determination; and
- B) a *member's* salary at any particular date during *Division 5 membership* will not be less than the *member's* salary on any previous date of *Division 5 Membership*; and
- C) a *member's* salary during a period of *Division 5 membership* when the *member* is absent from active employment with the *employer* without pay is the salary which applied in respect of the *member* on

the last day of the *member's* active employment with the *employer* immediately before the commencement of that period of absence;

D) In accordance with *Special Determination for part-time employees*, during the period the *member* is a *part-time employee*, it is the sum of:

- 1) the salary which would have applied to the *member* as at that date in accordance with the *Special Determination regarding Salary* if the *member* was doing the same work on a full-time basis but ignoring any loading or allowance due to the *member*;
- 2) where a percentage loading is due to the *member*, the applicable percentage of the *member's* salary determined under paragraph 1) above; and
- 3) the actual amount of any allowance due to the *member*, determined in accordance with the *Special Determination regarding Salary*.

#### Division 8 (DB)

means, subject to *Special Determination regarding Salary*:

- A) in relation to a *Division 8 (DB) member*, an amount determined at each *review date* representing the *member's* ordinary remuneration but not including the value of any bonus, commission, overtime or like components provided that the *employer*, with our agreement, may determine such components should be included or that "Salary" of a *member* or *members* should be determined to be another amount or calculated in another manner either generally or in a particular case or for a particular purpose; and
- B) for the purpose of calculating death and *total and permanent invalidity* benefits in relation to a *defined benefit member* or a *former Telstra DB member*, the greater of the *member's salary* under paragraph A) above:
  - 1) at the most recent *review date*; or
  - 2) as at the date of death or *total and permanent invalidity*, as applicable; and
- C) in accordance with *Special Determination for part-time employees*, during the period the *member* is a *part-time employee*, it is the sum of:
  - 1) subject to paragraph 2) below, the *salary* of the *member* determined in accordance with the *Special Determination regarding Salary*, and calculated on the basis of hours of work agreed upon in the Part-time Agreement; and
  - 2) for purposes of calculating the *accrued retirement benefit* (if applicable) of the *member* as at a particular date, the *salary* which would have applied to the *member* as at that date

	<p>determined in accordance with the <i>Special Determination regarding Salary</i>, but determined as if the <i>member</i> was doing the same work on a full-time basis.</p>
<b>salary review date:</b>	<p>means in relation to a <i>member</i>:</p> <p>A) each of the <i>member's</i> birthdays during the <i>member's</i> <i>superannuation membership</i>; and</p> <p>B) in the case of a <i>member</i> whose <i>superannuation membership</i> commences on a day which is not the <i>member's</i> birthday and whose <i>superannuation membership</i> does not include at least one birthday, the date on which the <i>member's</i> <i>superannuation membership</i> commenced,</p> <p>or any other date or dates agreed between <i>you</i> and the <i>principal employer</i> from time to time either generally or in any particular case. In the case of a <i>member</i> who was born on 29 February in a leap year, the <i>member's</i> birthday in each non-leap year shall be deemed to be 1 March.</p>
<b>service fraction:</b>	<p>has the meaning in condition 11.3.1.a), 12.3.1.a) or 13.3.1.a) as applicable.</p>
<b>Special Determination for part-time employees:</b>	<p><u>Divisions 2 and 5</u></p> <p>means the Special Determination for part-time Employees – division 2 and 5 with an effective date of 1 July 1998 a copy of which is attached to this Policy as Annexure B.</p> <p><u>Division 8</u></p> <p>means the Special Determination for part-time Employees for the purposes of division 8 with an effective date of 1 July 2001 which is attached to this policy as Annexure C.</p>
<b>Special Determination regarding Salary:</b>	<p><u>Divisions 2 and 5</u></p> <p>means the Special Determination regarding Salary for the purposes of divisions 2,3 and 5 with an effective date of 1 July 1998 a copy of which is attached to his Policy as Annexure D.</p> <p><u>Division 8</u></p> <p>means the Special Determination regarding Salary for the purposes of division 8 with an effective date of 1 July 2001 a copy of which is attached to his Policy as Annexure E.</p>
<b>superannuation membership:</b>	<p>has the same meaning as in the <i>trust deed</i>.</p>
<b>Telstra Top-up Account Balance:</b>	<p>has the same meaning as in the <i>trust deed</i>.</p>
<b>total and permanent disablement (or totally and permanently disabled) (TPD):</b>	<p>means:</p> <p><u>Division 2</u></p> <p>in relation to a <i>Division 2 member</i>, disablement as a result of which:</p> <p>A) unless otherwise agreed between the <i>principal employer</i>, <i>you</i> and <i>us</i> from time to time either generally or in any particular case, the</p>

*member* has been continuously absent from all active work for a period of at least six months and has been required by the *employer* to participate in a *rehabilitation program*; and

- B) in *our* opinion after consideration of any information, evidence and advice provided to *us* by the *employer* and any other information, evidence and advice *you* and *we* may consider relevant, the *member* has ceased to be an *employee* and is unlikely ever to engage in any gainful work for which the *member* is for the time being reasonably qualified by education, training or experience,

but

- C) total and permanent disablement does not include disablement the existence or continuation of which, in *our* opinion, after consideration of any information, evidence and advice provided to *us* by the *employer* and any other information, evidence and advice as *you* and *we* may consider relevant, is attributable to a material extent to deliberate action or inaction by any person for the purpose of causing a benefit to become or to continue to be payable, including without limitation what we consider to be an unreasonable refusal to submit to treatment; and
- D) a *member* who is required by the *employer* to participate in a *rehabilitation program* will not be considered to have suffered total and permanent disablement unless the *member* participates in that program to *your* and *our* satisfaction.

#### Division 5

in relation to a *Division 5 member* –

- A) means disablement as result of which –
- 1) unless otherwise agreed between the *principal employer*, *you* and *us*, from time to time either generally or in any particular case, the *member* has been absent from employment with the *employer* through injury or illness for three continuous months and in *our* opinion after consideration of medical evidence that is satisfactory to *us*, having become incapacitated to such an extent as to render the *member* unlikely ever to engage in or work for reward in any occupation or work for which the *member* is reasonably qualified by education, training or experience; and
  - 2) a *member* shall be deemed to be totally and permanently disabled if the member has suffered the loss of two limbs, or the sight of both eyes, or the loss of one limb and the sight of one eye, where "limb" means the whole hand or the whole foot.

*Totally and permanently disabled* shall have a corresponding meaning.

**total and permanent  
invalidity (TPI):**

For the purpose of *Division 8 (DB)*:

- A) in the case of a *Category CACCUM Member* for the purposes of clause 8.7.3(e)(2) of the *trust deed*, his or her incapacity to the extent:
- 1) of the loss of two limbs (where limbs include the whole of one hand or the whole of one foot) or the sight of both eyes or the
  - 2) loss of one limb and the sight of one eye; or
  - 3) after a period of six consecutive months' continuous absence from all active employment on account of *illness or injury* which is proven to *our* satisfaction that in *our* opinion (after considering such medical or other evidence or advice or as we require from time to time) the *member* is unable and unlikely ever again to be able to undertake any form of remunerative work for which the *member* is reasonably fitted by education or training or experience,

provided that we are satisfied the illness or injury was not inflicted for the purpose of obtaining a benefit under the *fund*; and

- B) in the case of all other *TPI* benefits for *defined benefit members* and *former Telstra DB members*, disablement due to an illness or injury as a result of which:
- 1) the *member* has been continuously apart from all active employment for a period of at least 6 months or any lesser period agreed between the *employer, you* and *us* from time to time; and
  - 2) in *our* opinion, after consideration of information, evidence and advice provided to *us* by the *employer* and any other information and advice which *you* and *we* consider relevant, the *member* is incapacitated to such an extent as to render the *member* unlikely ever to engage in any *gainful employment* for which the *member* is for the time being reasonably qualified by education, training or experience,

but does not include disablement the existence or continuation of which, in *our* opinion after consideration of any information and advice provided to *us* by the *employer* and any other information and advice which *you* and *we* may consider relevant, is attributable to a material extent to deliberate action or inaction by any person for the purpose of causing a benefit to become or to continue to be payable from the *fund*, including in *our* opinion an unreasonable refusal by the *member* concerned to submit to treatment.

*Totally and permanently invalid* has a corresponding meaning.

**trust deed:**

means the working copy of the trust deed for the *fund* reflecting amendments up to 16 July 2013 a copy of which is attached to this Policy as Annexure A.

**we/our/us:**

TAL Life Limited ABN 70 050 109 450.

*you/your.*

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 *insured members* of the *fund*.

### 3. COVER

#### 3.1. Cover for insured members under this Policy

- 3.1.1. Subject to meeting the other relevant conditions of the policy, cover will apply to a *member* if each of the following applies to that *member*:
- a) the person was included in the membership data that *you* provided to *us* prior to the *commencement date* as a *member*;
  - b) they must have insurance cover as a member of *Division 2, Division 5 or Division 8 (DB)* under policy GR927-GL immediately prior to the *commencement date* (excluding the effect of benefits referred to in condition 3.1.1g) of policy GR927-GL);
  - c) the *reported date* of the claim relating to the *member* is on or after 00:00 on the *commencement date*;
  - d) the *incurred date* of the claim relating to the *member* is on or after 00:00 on the *commencement date*;
  - e) the cover referred to in condition 3.1.1b) is validly granted to the *member* in accordance with the terms of the *trust deed*;
  - f) the claim has not arisen due to an error made by *you* including but not limited to an administrative, reporting or disclosure error on which the *member* relies;
  - g) a death, *TPD* or *TPI* benefit has not otherwise been paid or has not become payable under any of:
    - i) the *trust deed*;
    - ii) policy GR927-GL; or
    - iii) policy GL451 except if the only cover they have under that policy is voluntary cover as defined under that policy in which case a benefit may still be payable under this policy, and
  - h) a benefit is not being paid under the policy GR927-SC or policy GR926-SC.
- 3.1.2. Despite any other provision of this Policy, no benefit or part of a benefit (as applicable) will be payable in respect of an *insured member* under this policy:
- a) if that benefit would not have been payable under the terms of the *trust deed*;
  - or
  - b) to the extent that it would exceed the amount that would have been treated by *you* as the self-insured component of a *member's* benefit under the *fund's* self-insurance arrangements which applied immediately prior to the *commencement date*.
- 3.1.3. Payment of any benefit under this policy is conditional on *you* complying with *your* obligations under this policy including but not limited to provision of information under condition 6.

#### 3.2. Conditions of cover from commencement date

- 3.2.1. The cover for a *member of Division 2, Division 5 or Division 8 (DB)* which was in force under policy GR927-GL (excluding the effect of benefits referred to in condition 3.1.1g) of policy GR927-GL) 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) the *member* being eligible for cover under condition 3.1.1;
  - b) the terms for the transfer of such cover are in accordance with the takeover terms contained within "FSC Guidance Note 11 – Group Insurance Takeover Terms" dated 9 May 2013;
  - c) 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;
  - d) if the cover which applied to the *insured member* on the day before the *commencement date* was death only cover, then the cover which applies to the *insured member* from the *commencement date* will also be death only cover; and
  - e) if the *member* on the day before the *commencement date* had death and TPD/TPI cover then the cover which applies to the *insured member* from the *commencement date* will also be death and TPD/TPI cover unless cover ceases under some other policy term.

## 4. END OF COVER

### 4.1. End of cover

- 4.1.1. Cover for an *insured member* under this Policy will end on the earliest of:
- a) 30 days after a *member* ceases to be an *employee* of the *employer* except for a *non-contributory member of Division 5*;
  - b) the expiry of a period of *Division 5 membership* for a *non-contributory member of Division 5*;
  - c) the date any death benefit becomes payable for the *insured member* under this policy;
  - d) the date any TPD or TPI benefit becomes payable for the *insured member* under this Policy or policy GR927-GL;
  - e) the date the *insured member* reaches the *cover cessation age*, and
  - f) the date the policy terminates under condition 10.2.

## 5. CLAIMS

### 5.1. When to make a claim

- 5.1.1. You must notify us in writing as soon as reasonably practicable 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 a claim.
- 5.2.2. Payment of any TPD or TPI benefit under this Policy is conditional on the person undergoing any medical or other examination which we reasonably require.
- 5.2.3. Subject to condition 5.2.4, we will pay the costs of any medical or other examination we require under condition 5.2.2 other than the initial medical examination and report that is required to be undertaken to make a claim. 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 a person makes a claim while they are outside Australia we may require the person to return to Australia, at no expense to us, before we assess our liability for the claim.
- 5.2.5. Where a medical practitioner has recommended that a person, who has made a TPD or TPI claim, 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 refuse to assess the claim if we believe that not starting the treatment has prejudiced our interests including our ability to assess the person's entitlement to claim.

### 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 practicable, 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 under legislation to disclose that information.

## 6. PROVISION OF INFORMATION

### 6.1. Initial information

- 6.1.1. You must also provide to us by 28 November 2014 the following membership data relating to each insured member:
- a) member name;
  - b) member number;
  - c) date of birth;
  - d) gender;
  - e) division to which the member belonged;
  - f) salary or final average salary;
  - g) sum insured for Division 5 and Division 8 (DB) members;
  - h) date the member exited the fund if applicable;
  - i) reason for exit if applicable and available;

- j) period of contributory membership (*Division 5 Category B member*);
- k) the *member's average contribution percentage* (*Division 5 Category B member*);
- l) the *member's previous fund benefit factor* (*Division 5 Category B member*);
- m) the relevant accrual rate (*Division 8 member*);
- n) the aggregate period of *Division 8 (DB) membership* (*Division 8 member*);
- o) additional benefit multiple (*Division 8 member*);
- p) identification whether a *member* is a *Category CACCUM member* (*Division 8 Category B member*);
- q) identification whether a *member* is a *former TSS Division 2* (*Division 8 Category C member*); and
- r) *service fraction*.

## 7. PREMIUMS

### 7.1. Time to pay premiums

- 7.1.1. You must pay premiums on or before the *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.
- 7.1.2. We will advise you each year of the date the payment of any adjustment premium is due.

### 7.2. Premium payable

- 7.2.1. 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 inclusive of all government levies, stamp duty and other duties, taxes and charges.
- 7.2.2. At each *annual review date* and on termination of the policy, we will recalculate the premium to reflect changes in the number of *insured members* and the benefit amounts over the period since the policy began, or since the last *annual review date*, whichever is the later.
- 7.2.3. If, as a result of the recalculation of the premium under condition 7.2.2, 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.
- 7.2.4. If, as a result of the recalculation of the premium under condition 7.2.2, you have not paid enough, we will notify you (in writing) of the additional premium (called the adjustment premium) you owe.
- 7.2.5. 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.
- 7.2.6. We may otherwise agree that you will calculate the premium, in which case we will confirm the terms of this arrangement in writing.