

12 OCTOBER 2018

Accelerated Protection

POLICY DOCUMENT



TAL

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1 About the Policy

The Policy Document

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

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

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

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

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

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

How Accelerated Protection works

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


Superannuation Ownership

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

Contact details


You can contact TAL using the details below:

 1300 209 088

 1300 351 133

 customerservice@tal.com.au

 www.tal.com.au

 GPO Box 5380, Sydney NSW 2001

Terms used in this document

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

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

NS means not available through Superannuation.

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

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

SIS means the Superannuation Industry (Supervision) Act 1993 or the Superannuation Industry (Supervision) Regulations 1994 (as applicable). We have reproduced certain definitions from the SIS Regulations as at the date of this Policy Document on page 48.

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

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

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

Further words and phrases specific to the Plans are defined in Section 10 of this Policy Document.

30-day 'cooling off' period

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

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

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

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

Coverage

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

Australian currency

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

Guaranteed renewal of cover

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

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

Who we pay

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

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

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

When cover starts and ends

If we accept your application and you have paid the first premium and we issue you a Policy Schedule, your cover will commence on the Plan start date as shown in the Policy Schedule. Cover for some benefits does not commence immediately and a Waiting Period may apply. This is explained in the information about each benefit in Sections 2 to 8 of this Policy Document.

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

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

The relevant Plan end dates are explained in Sections 2 to 8 of this Policy Document.

2 Information applicable to Life, Critical Illness and TPD Insurances

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

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

NS means not available through superannuation.

¹ There may be changes to the respective benefits as a result of Attaching or Linking. We define Attached and Attaching and Linked and Linking in Section 10 of this Policy Document. We also give full details of the effects of Attaching and Linking in the respective insurance terms and conditions. Where Attaching or Linking is applicable, this will be shown on the Policy Schedule.

2.1 Included Benefits

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

Inflation Protection Benefit

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

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

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

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

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

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

- for TPD insurance:

- at the Policy anniversary before the Life Insured's 65th birthday, unless it is Attached or Linked in which case it will be at the Policy anniversary before the Life Insured's:
 - 100th birthday when Attached or Linked to Life insurance;
 - 65th birthday when Attached to Critical Illness insurance;
 - 65th birthday if the TPD Benefit Amount is \$1,000,000 (or is reduced to \$1,000,000 at that date); or
- when the TPD insurance Benefit Amount reaches \$1,000,000 after the Life Insured's 65th birthday.

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

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

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

Premium Freeze Benefit

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

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

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

Guaranteed Future Insurability Benefit

Under the Guaranteed Future Insurability Benefit,

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

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

- an application in writing by you for an increase being made within 30 days of an Allowable Event (as described in the Allowable Life Events table) or within 30 days of the Policy anniversary following an Allowable Event;
- our receipt of supporting evidence, acceptable to us, of the Allowable Event;
- the Allowable Event occurring after the policy is in force;
- the Life Insured being under age 55 at the time of an Allowable Event;
- the increase being up to the lesser of:
 - 25% of the underwritten Benefit Amount at the Plan start date which applies to the insurance under which the Guaranteed Future Insurability Benefit is sought;
 - \$200,000;
 - five times the annual amount of salary increase (if applicable); and
 - the amount of mortgage being taken out or increased (if applicable).

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

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

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

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

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

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

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

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

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

You cannot exercise the Guaranteed Future Insurability Benefit if:

- premiums are being waived under the Premium Relief Option; or
- an exclusion or an increase in premiums due to the Life Insured's medical history or pastimes has been applied at the Plan start date; or
- cover under Life insurance has resulted from applying the Death Buy-Back Option under TPD insurance or Critical Illness insurance; or
- cover under Critical Illness insurance has resulted from applying the Critical Illness Reinstatement Option; or
- You, or the Life Insured, is entitled to make, or is receiving or seeking payment of, a claim under any Life Insurance policy with TAL or another insurer.

Allowable Life Events

Personal	Business
<ul style="list-style-type: none">• the birth of a child where the Life Insured is the parent;• the adoption of a child by the Life Insured;• a dependent child of the Life Insured starts primary or secondary school;• marriage of the Life Insured;• divorce of the Life Insured;• where the Life Insured's base salary increases by at least \$10,000 (employees only with no ownership/interest in the business);• the Life Insured completes a post graduate degree;• taking out or increasing a mortgage by the Life Insured;• the Life Insured becoming a Carer; or• the Life Insured has a change in tax dependency status as a result of the Life Insured ceasing to have any tax dependents as defined by current law.	<ul style="list-style-type: none">• an increase in the Life Insured's value to the business, where the Life Insured is a key person in that business;• an increase in the Life Insured's financial interest in the business, whether as a partner, shareholder or unit holder, and the Policy forms part of a buy-sell, share purchase or business succession agreement; or• an increase in the loan liability of the business for which the Life Insured is the primary guarantor.

Financial Planning Benefit

Not available when structured through superannuation.

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

The following conditions apply to the Financial Planning Benefit:

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

Long Distance Accommodation Benefit

Not available when structured through superannuation.

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

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

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

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

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

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

Grief Counselling Benefit

Not available when structured through superannuation.

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

Child's Critical Illness Benefit

Not available when structured through superannuation.

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

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

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

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

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

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

2.2 Optional Benefits

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

Premium Relief Option

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

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

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

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

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

- an intentional, self-inflicted act by the Life Insured; or
- normal and uncomplicated pregnancy, miscarriage or childbirth. Normal and uncomplicated pregnancy includes, but is not limited to morning sickness, backache, varicose veins, ankle swelling, bladder problems, multiple pregnancy, or participation in an IVF or similar program.

If you are eligible and exercise the Premium Pause Benefit, cover will end following expiry of the Premium Pause Benefit period if no instruction is received from you to reinstate the Policy and payment of premiums have not resumed.

Business Insurance Option

Not available when structured through superannuation.

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

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

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

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

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

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

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

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

The following conditions also apply:

- the increase must not exceed the increase in value of the business events, using the same valuation basis used in the application for the Business Insurance Option;
- if the Business Insurance Option is being increased due to an increase in the level of Loan Guarantee, the increased Benefit Amount cannot exceed the amount by which the Loan Guarantee has been increased; and
- if either the TPD insurance Benefit Amount or Critical Illness insurance Benefit Amount is being increased, the Benefit Amount for Life insurance must be increased by the same amount¹.

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

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

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

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

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

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

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

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

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

3 Life Insurance

Life insurance only applies if “Life Insurance Plan” is indicated in your Policy Schedule. In all cases when we refer to a benefit payment, the statement is made on the basis that the benefit referred to is payable under the terms and conditions of the Policy. We will not pay a benefit if an exclusion applies. Exclusions are explained in Section 8 of this Policy Document. You must also satisfy our claim requirements, explained in Section 9.2 of this Policy Document.

3.1 Included Benefits

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

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

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

Death Benefit

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

Terminal Illness Benefit

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

Advanced Payment Benefit

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

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

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

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

Repatriation Benefit

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

4 Critical Illness Insurance

Critical Illness insurance is not available when structured through superannuation.

Critical Illness insurance is not available when structured Critical Illness insurance only applies under this Policy if indicated in your Policy Schedule. Critical Illness insurance is available as “Standard” or “Premier”. The type applicable for your Policy is shown in your Policy Schedule.

When we refer to a benefit payment, we mean a benefit payment which is paid in accordance with the terms and conditions of this Policy. We will not make a benefit payment if an exclusion applies. Exclusions are explained in Section 8 of this Policy Document. You must also satisfy our claim requirements, explained in Section 9.2 of this Policy Document. Critical Illness Events are defined in Section 10.3 of this Policy Document.

4.1 Included Benefits

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

Critical Illness Benefit

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

If the Life Insured suffers more than one Critical Illness Event, the Benefit Amount is only payable for the first occurring Critical Illness Event (unless the first to occur is Angioplasty or Intensive Care (requiring 5 days of continuous intubation)). If Angioplasty or Intensive Care (requiring 5 days of continuous intubation) occurs, the remaining Benefit Amount will be the basis used to determine payment in accordance with the Critical Illness insurance terms and conditions if the Life Insured suffers another Critical Illness Event.

More than one payment can be made for Angioplasty, as long as the first Angioplasty procedure ever undergone by the Life Insured occurred after the Plan start date.

The following conditions apply to Critical Illness insurance Standard Plan for Angioplasty:

- each Angioplasty procedure occurring at least six months after the previous Angioplasty; and
- a maximum of three payments.

Payment for Intensive Care (requiring 5 days of continuous intubation) is only payable once.

Critical Illness Events applicable to both Standard and Premier:

Heart conditions	Neurological conditions	Permanent conditions	Organ disorders
<ul style="list-style-type: none"> • Angioplasty ^{1,2} • Aortic Surgery • Cardiomyopathy (permanent) • Heart Attack ¹ • Heart Valve Surgery ¹ • Coronary Artery Bypass Surgery ¹ • Open Heart Surgery ¹ • Out of Hospital Cardiac Arrest ¹ • Primary Pulmonary Hypertension • Triple Vessel Angioplasty ¹ 	<ul style="list-style-type: none"> • Coma (of specified severity) • Dementia including Alzheimer's Disease (permanent) • Encephalitis and Meningitis (resulting in permanent neurological deficit) • Major Head Trauma (with permanent neurological deficit) • Meningococcal Disease (resulting in significant permanent impairment) • Multiple Sclerosis (with multiple episodes of neurological deficit and persisting neurological abnormalities)¹ • Muscular Dystrophy • Paralysis (permanent) • Parkinson's Disease (permanent) • Progressive and Debilitating Motor Neurone Disease • Stroke (resulting in neurological deficit) ¹ 	<ul style="list-style-type: none"> • Blindness (permanent) • Loss of Hearing (permanent) • Loss of Independent Existence (permanent) • Loss of use of a Single Limb (permanent) • Loss of Speech (permanent) 	<ul style="list-style-type: none"> • Chronic Kidney Failure (requiring transplantation or dialysis) • Chronic Liver Failure (resulting in permanent symptoms) • Chronic Lung Failure (requiring permanent oxygen therapy) • Major Organ Transplant • Pneumonectomy • Severe Burns (covering at least 20% of the body's surface area)
Blood disorders	Cancer	Other events	
<ul style="list-style-type: none"> • Aplastic Anaemia (requiring treatment) • Medically-Acquired HIV (contracted from a medical procedure or operation) • Occupationally-Acquired HIV 	<ul style="list-style-type: none"> • Benign Brain Tumour (resulting in irreversible neurological deficit) • Cancer (excluding early stage cancers) ¹ 	<ul style="list-style-type: none"> • Intensive Care (requiring 5 days of continuous intubation) ² 	

¹ A three month qualifying period applies. See Section 8.2 for details.

² The amount to be paid is reduced to 25% of the Benefit Amount to a maximum payment of \$50,000.

Critical Illness Events applicable only to Premier:

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

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

Paralysis Support Benefit

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

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

Death Buy-Back Benefit

If we pay 100% of the Critical Illness Benefit, Paralysis Support Benefit or TPD Benefit, Critical Illness insurance will end. When this occurs, under the Death Buy-Back Benefit, you can repurchase Life insurance on the Life Insured. The amount you can repurchase is the amount of Critical Illness insurance paid or the Benefit Amount, in the case of the Paralysis Support Benefit. The Death Buy-Back Benefit can be exercised without having to provide evidence of health, occupation, income or pastimes, or any other Underwriting information.

You must notify us in writing of your intention to exercise the Death Buy-Back Benefit during the 30 days after the 12 month anniversary of the date we were notified formally of a claim in accordance with our claim requirements (see Section 9.2 Claims) in relation to a claim which was subsequently paid. Any further requirements must be submitted to us within 30 days of the date we received your notification or the Death Buy-Back Benefit will expire.

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

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

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

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

The Death Buy-Back Benefit does not apply;

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

4.2 Premier Benefits

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

Advancement Benefit

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

The Advancement Benefit is payable only once for each of these Events. The total Benefit Amount will be reduced by the amount paid for each of these Events.

The Advancement Benefit will only be paid if the condition or the circumstances leading to the claim first occurs after the Plan start date.

Advancement Benefit Events	Maximum Payment
<ul style="list-style-type: none"> • Loss of Hearing in one ear (permanent), or • Loss of Sight in One Eye (permanent) 	10% of the Benefit Amount to a maximum of \$100,000
<ul style="list-style-type: none"> • Carcinoma In Situ ^{1,2} • Diagnosed Benign Brain Tumour ¹ • Early Stage Chronic Lymphocytic Leukaemia ¹ • Early Stage Melanoma (excluding Melanoma In Situ) ¹ or • Early Stage Prostate Cancer ¹ 	25% of the Benefit Amount to a maximum of \$100,000
<ul style="list-style-type: none"> • Adult onset insulin dependent diabetes mellitus diagnosed after age 30 ¹ • Severe Ulcerative Colitis (requiring permanent immunosuppressive medication), or • Severe Crohn's Disease (requiring permanent immunosuppressive medication) 	20% of the Benefit Amount to a maximum of \$100,000
<ul style="list-style-type: none"> • Partial Dementia which is paid if the Life Insured is unequivocally diagnosed with Dementia including Alzheimer's disease, as confirmed by a specialist Medical Practitioner, and if the meaning defined in Section 10.3 of this Policy Document is not met. 	25% of the Benefit Amount to a maximum of \$50,000

1 In the case of these events, no benefit will be paid if the condition occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent, or would have become apparent to a reasonable person in the position of the Life Insured:

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

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

Female Critical Illness Benefit

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

Event	Medical Conditions
Pregnancy Complications	<ul style="list-style-type: none">Eclampsia of PregnancyDisseminated Intravascular Coagulation (pregnancy related)Ectopic PregnancyHydatidiform MoleStill Birth
Congenital Abnormalities¹	<ul style="list-style-type: none">Down's SyndromeSpina Bifida MyelomeningoceleTetralogy of FallotTransposition of Great VesselsCongenital Blindness (permanent)Congenital Deafness (permanent)
Other Events	<ul style="list-style-type: none">Severe OsteoporosisLupus

¹ The child must survive 30 days or longer from birth.

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

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

No payments will be made for Other Events:

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

Needlestick Benefit

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

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

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

4.3 Optional Benefits

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

Double Critical Illness Option

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

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

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

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

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

Critical Illness Reinstatement Option

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

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

You must notify us in writing of your intention to exercise the Critical Illness Reinstatement Option. Notification must occur during the 30 days following the 12 month anniversary of the date we were notified formally of a claim (see Section 9.2 Claims), and in relation to a claim which was subsequently paid. Any further requirements must be submitted to us within 30 days of the date we received your notification or the Critical Illness Reinstatement Option will expire.

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

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

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

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

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

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

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

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

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

In the above paragraph:

- Heart Condition means:
 - Angioplasty
 - Aortic Surgery
 - Coronary Artery Bypass Surgery
 - Heart Attack
 - Heart Valve Surgery
 - Cardiomyopathy (permanent)
 - Open Heart Surgery
 - Out of Hospital Cardiac Arrest
 - Triple Vessel Angioplasty
 - Primary Pulmonary Hypertension,

and any other condition we include in the meaning of Heart Condition at the time the Critical Illness insurance is reinstated.

- Cancer Condition means:
 - Cancer (excluding early stage cancers)
 - Carcinoma in Situ
 - Early Stage Chronic Lymphocytic Leukaemia
 - Early Stage Melanoma (excluding Melanoma In Situ)
 - Early Stage Prostate Cancer

and any other condition we include in the meaning of Cancer Condition at the time the Critical Illness insurance is reinstated.

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

5 Child's Critical Illness Insurance

Child's Critical Illness insurance is not available when structured through superannuation.

Child's Critical Illness insurance only applies under this Policy if indicated in your Policy Schedule.

When we refer to a benefit payment, we mean a benefit payment which is paid in accordance with the terms and conditions of this Policy. We will not make a benefit payment if an exclusion applies. Exclusions are explained in Section 8 of this Policy Document. You must also satisfy our claim requirements, explained in Section 9.2 of this Policy Document. Critical Illness Events are defined in Section 10.3 of this Policy Document.

5.1 Included Benefits

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

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

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

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

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

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

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

² The Paralysis Support Benefit will not apply.

Grief Counselling Benefit

Grief Counselling is available to the Immediate Family Members of the Insured Child. This counselling is provided to assist family members come to terms with their reaction to the grief that arises from the death of, or other Critical Illness Event occurring to, the child. We will reimburse the costs of up to three grief counselling sessions, to a maximum of \$1,000. The consultation must be with an independent, qualified counselling organisation.

Cover Continuation Benefit

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

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

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

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

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

6 TPD Insurance

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

When we refer to a benefit payment, we mean a benefit payment which is paid in accordance with the terms and conditions of this Policy. We will not make a benefit payment if an exclusion applies. Exclusions are explained in Section 8 of this Policy Document. You must also satisfy our claim requirements explained in Section 9.2 of this Policy Document.

6.1 Included Benefits

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

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

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

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

TPD Benefit

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

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

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

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

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

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

Advanced Payment Benefit

Not available when structured through superannuation.

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

Death Benefit

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

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

Cover Continuation Benefit

You can apply to continue TPD under the 'Any Occupation' definition before the Policy anniversary before the Life Insured's 65th birthday if:

- the TPD insurance has an 'Any Occupation' or 'Own Occupation' definition shown in the Policy Schedule;
- the TPD insurance is Attached or Linked;
- the Life Insured has an occupation class AAA, AA+ or AA as shown in the Policy Schedule; and
- the Life Insured will continue to work in an occupation class AAA, AA+ or AA.

This is subject to:

- an application in writing being received by us within 30 days of the Policy anniversary before the Life Insured's 65th birthday;
- the Benefit Amount will be restricted to a maximum of \$1,000,000;
- the premiums may increase; and
- the Death Buy-Back and Double TPD Options (where applicable), will cease.

You must be working in a Gainful Occupation in occupation class of AAA, AA+ or AA immediately before becoming Totally and Permanently Disabled, in order to be assessed against the 'Any Occupation' definition under the Cover Continuation Benefit.

6.2 Optional Benefits

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

Death Buy-Back Option

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

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

You must notify us in writing of your intention to exercise the Death Buy-Back Option. Notification must occur during the 30 days following the 12 month anniversary of the date we were notified formally of a claim in accordance with our claim requirements (see Section 9.2 Claims), and in relation to a claim which was subsequently paid. Any further requirements must be submitted to us within 30 days of the date we received your notification or the Death Buy-Back Option will expire.

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

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

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

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

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

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

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

Double TPD Option

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

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

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

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

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

Superlink TPD

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

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

- the TPD Benefit Amount, any optional benefits selected, and any loadings or exclusions (if applicable) of each Policy must always be the same;
- in the event that TPD Insurance is reduced or increased under one Policy, TPD Insurance on the other Policy will be reduced or increased (as applicable) at the same time;
- where the superannuation Policy is cancelled (not as a result of a claim payment), the non-superannuation Policy will also be cancelled unless you notify us in writing to retain the Plan outside of superannuation before cancellation;
- where TPD is cancelled under the non-superannuation Policy, cover will continue under the superannuation policy, and Superlink TPD will no longer apply;
- the maximum benefits payable under both Policies will never exceed that which would be payable under a single TPD policy.

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

Your Policy Schedules will indicate when Superlink TPD applies.

7 Income Protection

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

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

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

Income Protection Super, Standard and Premier conditions are set out in this section of this Policy Document.

Benefits available under Income Protection 'Super' conditions are summarised in Section 7.1 of this Policy Document.

When we refer to a benefit payment, we mean a benefit payment which is paid in accordance with the terms and conditions of this Policy. We will not make a benefit payment if an exclusion applies. Exclusions are explained in Section 8 of this Policy Document. You must also satisfy our claim requirements explained in Section 9.2 of this Policy Document.

7.1 Included Benefits

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

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

Benefit	Income Protection Premier	Income Protection Standard	Income Protection Super
Included Benefits (continued)			
Overseas Assistance Benefit	✓	✗	✗
Long Distance Accommodation and Transport Benefit	✓	✗	✗
Job Security Benefit	✓	✗	✗
Involuntary Unemployment Benefit	✓	✗	✗
Return to Work Benefit	✓	✗	✗
Premium Pause Benefit	✓	✗	✗
Cover Continuation Benefit	✓	✗	✗
Guaranteed Future Insurability Benefit	✓	✗	✗
Change of Waiting Period Benefit	✓	✗	✗
Superannuation Pause Benefit	✗	✗	✓
Optional Benefits			
Increasing Claim Option	✓	✓	✓
Accident Benefit Option	✓	✓	✓
Critical Illness Option	✓	✓	✗
Needlestick Benefit ²	✓	✓	✗
Retirement Protection Option	✓	✓	✗
Business Expense Option	✓	✓	✗
Optional Linked Policies			
Superlink IP	✓	✓	✓

1 Only available for healthcare professionals.

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

These benefits are described as follows.

Total Disability Benefit

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

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

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

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

The amount paid will be the Benefit Amount, subject to any Income Protection Adjustments (set out in Section 8 of this Policy Document).

The Total Disability Benefit:

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

Partial Disability Benefit

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

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

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

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

The Partial Disability Benefit paid will be:

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

subject to any adjustments, where

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

B = the Life Insured's Earnings during the period of Partial Disability

If Income Protection 'Super' or 'Standard' is shown in your Policy Schedule, and the Life Insured is not working to their full capacity or is suffering a loss of income for reasons other than Sickness or Injury, 'B' will be calculated on the Earnings for which it would be reasonable for the Life Insured to earn. We will take into account all medical and other appropriate evidence.

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

The Partial Disability Benefit:

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

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

Benefit Amount for 'to age 70' Benefit Period

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

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

Inflation Protection Benefit

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

This increase will occur on each Policy anniversary unless:

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

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

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

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

Death Benefit

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

Concurrent Disability Benefit

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

Recurrent Disability Benefit

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

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

If the Life Insured has both:

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

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

Waiver of Premium Benefit

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

The Waiver of Premium Benefit:

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

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

Elective Surgery Benefit

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

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

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

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

Where Income Protection Super has been selected (as indicated in the Policy Schedule), the Life Insured must also satisfy the SIS definition of Temporary Incapacity or Permanent Incapacity.

Bed Confinement Benefit

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

- Totally Disabled; and
- Bed Confined during the Waiting Period for 72 consecutive hours or more.

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

The Bed Confinement Benefit:

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

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

Family Support Benefit

Only available through Income Protection Standard or Premier.

The Family Support Benefit will be paid when the Life Insured is Totally Disabled and Bed Confined for 28 consecutive days, and:

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

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

- \$5,000;
- the Benefit Amount; or
- the loss of earnings suffered by the Immediate Family Member, or the cost incurred of the Registered Nurse deemed necessary, less amounts reimbursed from elsewhere.

The Family Support Benefit:

- starts to accrue when the Life Insured has been Totally Disabled for 28 consecutive days and the loss or expenditure is incurred;
- is paid monthly in arrears; and
- will stop on the earlier of:
 - the Life Insured no longer being Totally Disabled;
 - the end of the Benefit Period;
 - the Plan end date; or
 - three months Family Support Benefit having been paid for any one Total Disability.

Housekeeper Benefit

Only available through Income Protection Standard or Premier.

The Housekeeper Benefit will be paid when:

- the Life Insured is Totally Disabled for 28 consecutive days;
- the Life Insured is Bed Confined at the Life Insured's usual place of residence; and
- the Life Insured needs to rely totally on another person, other than an Immediate Family Member, for housekeeping.

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

- \$5,000;
- the Benefit Amount; or
- the cost of the housekeeper, less amounts reimbursed from elsewhere.

The Housekeeper Benefit:

- starts to accrue when the Life Insured has been Totally Disabled for 28 consecutive days and the expenditure incurred;
- is paid monthly in arrears; and
- will stop on the earlier of the following events:
 - the Life Insured no longer being Totally Disabled;
 - the end of the Benefit Period;
 - the Plan end date;
 - the Life Insured no longer being Bed Confined;
 - the Life Insured no longer needing to totally rely on another person for housekeeping; or
 - six months Housekeeper Benefit having been paid or any one Total Disability.

Scheduled Injury Benefit

Only available through Income Protection Standard or Premier.

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

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

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

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

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

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

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

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

The Total Disability Benefit and the Partial Disability Benefit are not payable during any period that the Scheduled Injury Benefit is being paid.

Scheduled Injury	Payment period (in months)
Paralysis (permanent)	60
Loss of use or Loss of:	
• both feet or hands or sight in both eyes	24
• any combination of two of, a hand, a foot and sight in one eye	24
• one leg or arm	18
• one foot or hand or sight in one eye	12
• the thumb and index finger of the same hand	6
Fracture of the:	
• thigh or pelvis	3
• leg (talus, tibia or fibula only), kneecap, upper arm (humerus or scapula only) or jaw	2
• forearm (radius or ulna only), collarbone (clavicle only) or heel	1
• wrist/carpal bones (excluding metacarpal and phalanges)	1
• vertebrae	1
• skull (excluding bones of the nose and face)	2

Loss means the total and permanent loss of:

- the use of the hand or foot from the wrist or ankle joint;
- the use of the arm or leg from the elbow or knee joint;
- the use of the thumb and index finger from the first phalange joint; or
- sight, to the extent that visual acuity in the eye, on a Snellen Scale after correction by a suitable lens, is less than 6/60 or to the extent that the visual field is reduced to 20 degrees or less of arc.

Fracture means a bone fracture requiring immobilisation with the application of a pin, traction, plaster cast or an immobilising device by a Medical Practitioner.

Immobilisation is not required for fracture of the jaw, vertebrae or skull.

Superannuation Pause Benefit

Only available through Income Protection Super.

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

This means that:

- no premiums are due, no Benefit Amount is payable and no indexation occurs, while premium suspension continues;
- no evidence of the Life Insured's health, occupation, income or pastimes, or any other Underwriting information is required following the suspension ending; and

- no Benefit will be payable in respect of any Sickness or Injury (whichever is applicable) that occurs while in suspension or during the 90 days following the suspension ending.

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

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

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

Blood Borne Diseases Benefit

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

The following is our approach to claims.

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

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

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

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

Where Income Protection Super has been selected (as indicated in the Policy Schedule), the Life Insured must also satisfy the SIS definition of Temporary Incapacity or Permanent Incapacity.

7.2 Premier Benefits

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

Child Care Benefit

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

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

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

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

The Child Care Benefit:

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

Child's Critical Illness Benefit

If the Life Insured's child suffers a Critical Illness Event after the Plan or Policy start date, we will pay the Child's Critical Illness Benefit.

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

- once per child under all Income Protection policies issued by us; and
- once under a Plan.

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

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

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

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

The Critical Illness conditions covered are:

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

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

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

² The Paralysis Support Benefit will not apply.

Rehabilitation Benefit

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

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

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

The Rehabilitation Benefit:

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

Rehabilitation Expense Reimbursement Benefit

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

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

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

Return To Work Benefit

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

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

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

The Return to Work Benefit:

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

Overseas Assistance Benefit

If the Life Insured is outside Australia and is Totally Disabled for 28 consecutive days and chooses to return to Australia while Totally Disabled, the Overseas Assistance Benefit will be paid.

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

Long Distance Accommodation and Transport Benefit

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

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

If the benefit applies, the amount payable for accommodation costs will be a reimbursement of the cost of accommodation of the Immediate Family Member of the Life Insured, to a daily maximum of \$250, less amounts reimbursed from elsewhere. The amount payable for accommodation:

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

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

Job Security Benefit

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

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

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

Involuntary Unemployment Benefit

This benefit only applies if you are both the Policy Owner and the Life Insured. The Involuntary Unemployment Benefit does not apply if you are self-employed or employed by a business of which you have control.

If the Life Insured becomes involuntarily Unemployed for reasons other than Sickness or Injury, you may apply to have premiums waived for Income Protection (including all optional benefits) for up to three months in respect of an Unemployment event. During this period, your cover will remain active. The total accumulated period where we waive the premiums for Income Protection insurance under this benefit is 6 months.

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

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

We will stop waiving the Income Protection premiums at the end of the three month period. If premiums are not paid after this period, your Policy will be cancelled.

Premium Pause Benefit

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

This means that:

- no premiums are due, no Benefit Amount is payable and no indexation occurs, while premium suspension continues;

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

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

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

Cover Continuation Benefit

You can apply to continue Income Protection insurance before the Policy anniversary before the Life Insured's 65th birthday if the Life Insured:

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

This is subject to:

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

The Cover Continuation Benefit is not available if:

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

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

Guaranteed Future Insurability Benefit

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

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

Change of Waiting Period Benefit

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

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

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

Existing Waiting Period	Shortened Waiting Period
104 weeks or 52 weeks	13 weeks or 26 weeks
26 weeks	13 weeks
13 weeks	4 weeks or 8 weeks

We consider that employment status has changed where:

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

7.3 Optional Benefits

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

Increasing Claim Option

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

The Increasing Claim Option is available under:

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

Where Income Protection Super has been selected (as indicated in the Policy Schedule), the benefit payable must not exceed the Pre-Disability Earnings.

Retirement Protection Option

Only available through Income Protection Standard or Premier.

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

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

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

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

The Retirement Protection Option:

- is not payable during the Waiting Period;
- is payable only in respect of contributions paid during the eligible period of Total or Partial Disablement;
- is paid in addition to any Total Disability and Partial Disability benefits;
- is paid monthly in arrears as a reimbursement to the Policy Owner or their employer respectively on behalf of contributions made; and
- will stop on the earlier of:
 - the Life Insured no longer being Totally Disabled or Partially Disabled;
 - the end of the Benefit Period; or
 - the Life Insured attaining the age of 65.

Accident Benefit Option

If the Life Insured is Totally Disabled as a result of an Accident for 72 consecutive hours immediately following an Accident during the Waiting Period, 1/30th of the Benefit Amount will be paid for each day the Life Insured is Totally Disabled.

Payment will stop on the earlier of:

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

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

Critical Illness Option

Only available through Income Protection Standard or Premier.

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

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

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

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

These Critical Illness Events are defined in Section 10.3 of this Policy Document.

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

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

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

Critical Illness Events are:

Heart conditions	Neurological conditions	Permanent conditions	Organ disorders
<ul style="list-style-type: none"> Angioplasty ^{1,3} Aortic Surgery Cardiomyopathy (permanent) Heart Attack ¹ Heart Valve Surgery ¹ Coronary Artery Bypass Surgery ¹ Open Heart Surgery ¹ Out of Hospital Cardiac Arrest ¹ Primary Pulmonary Hypertension Triple Vessel Angioplasty ¹ 	<ul style="list-style-type: none"> Coma (of specified severity) Dementia including Alzheimer's Disease (permanent) Encephalitis and Meningitis (resulting in permanent neurological deficit) Major Head Trauma (with permanent neurological deficit) Meningococcal Disease (resulting in significant permanent impairment) Multiple Sclerosis (with multiple episodes of neurological deficit and persisting neurological abnormalities) ¹ Muscular Dystrophy Paralysis (permanent) Parkinson's Disease (permanent) Progressive and Debilitating Motor Neurone Disease Stroke (resulting in neurological deficit) ¹ 	<ul style="list-style-type: none"> Blindness (permanent) Loss of Hearing (permanent) Loss of Independent Existence (permanent) Loss of use of a Single Limb (permanent) Loss of Speech (permanent) 	<ul style="list-style-type: none"> Chronic Kidney Failure (requiring transplantation or dialysis) Chronic Liver Failure (resulting in permanent symptoms) Chronic Lung Failure (requiring permanent oxygen therapy) Major Organ Transplant Pneumectomy Severe Burns (covering at least 20% of the body's surface area)
Blood disorders	Cancer	Other events	
<ul style="list-style-type: none"> Aplastic Anaemia (requiring treatment) Medically-Acquired HIV (contracted from a medical procedure or operation) Occupationally-Acquired HIV Occupationally-Acquired Hepatitis B or C ² 	<ul style="list-style-type: none"> Benign Brain Tumour (resulting in irreversible neurological deficit) Cancer (excluding early stage cancers) ¹ 	<ul style="list-style-type: none"> Intensive Care (requiring 5 days of continuous intubation) ³ 	

¹ In the case of these events, no benefit will be paid if the condition occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent, or would have become apparent to a reasonable person in the position of the Life Insured:

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

No benefit is payable for any other Critical Illness event that arises directly or indirectly as a result of an event excluded in this section.

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

³ The amount to be paid is the lesser of six times the Benefit Amount and \$50,000.

Needlestick Benefit

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

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

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

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

Business Expense Option

Only available through Income Protection Standard or Premier.

If the Life Insured is Totally Disabled or Partially Disabled and his or her business suffers an Operating Loss solely because of a Sickness or Injury, the Business Expense Benefit will be paid when:

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

The Business Expense Benefit payable will be the lesser of:

- the Business Expense Benefit; and
- Life Insured's share of the Operating Loss incurred.

An Operating Loss is Life Insured's share of the Business Income less Business Expenses.

Business Expenses are expenses which are reasonable and necessarily incurred in generating Business Income, excluding salaries, fees, moneys or benefits paid to the Life Insured, depreciation, stock or items of a capital nature. Business Expenses relating to a period longer than one month will be pro-rated.

Business Income means the Life Insured's share of the business turnover less the costs of goods sold (if applicable). If there is a delay between the time the Life Insured generated the Business Income and when the Life Insured actually received it, we will deem the Business Income to have been received in the month in which it was actually generated.

Other payments received by the Life Insured through any other business expense insurance will be considered as Business Income.

A benefit under the Business Expense Option:

- starts to accrue after the Waiting Period ends;
- is paid monthly in arrears; and
- will stop on the earlier of the following events:
 - cancellation or expiry of the income Protection Plan under which the Business Expense Option applies;
 - the Life Insured no longer being Totally Disabled or Partially Disabled;
 - the end of the Benefit Period or Payment Extension Benefit (where applicable); or
 - the Policy Anniversary before the Life Insured's 65th birthday.

The Business Expense Benefit can be payable without requiring immediate financial evidence of Operating Losses incurred during the first three months after the Waiting Period.

After the first three months, Business Expense Benefit payments will be payable subject to our receipt of evidence satisfactory to us for the first three months and any ongoing period. If upon our review, the Business Expense Benefit paid in the first three months exceeds the Business Expense Benefit payable under the terms and conditions of the Business Expense Option, we will reconcile any payments made.

If the Life Insured has any other policy with us for which we have been provided with any financial information in relation to another claim, we will use that financial information to determine the actual Operating Loss incurred for the relevant period.

Payment Extension Benefit

If, at the end of the Business Expense Option Benefit Period, the Life Insured continues to be Totally or Partially Disabled and the total Business Expense Benefit paid is less than 12 times the Business Expense Benefit, the Benefit Period will be extended under the Payment Extension Benefit. The extension will end on the earlier of the following:

- the expiry of 12 months from the end of the Benefit Period;
- the Life Insured no longer being Totally or Partially Disabled;
- the Plan end date;
- the cancellation or expiry of the Income Protection Plan under which the Business Expense Option applies; and
- the total amount paid equaling 12 times the Business Expense Benefit.

Superlink IP

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

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

The following conditions apply for the two policies:

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

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

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

Your Policy Schedules will indicate when Superlink IP applies.

8 Limitations and Exclusions

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

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

8.1 Life insurance

Exclusions

No payments will be made under Life insurance, and any included or optional benefits (if applicable), if the claim arises directly or indirectly as a result of an intentional, self-inflicted act by the Life Insured:

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

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

Should you reinstate your death cover, this exclusion will recommence from the date of reinstatement.

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

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

Adjustments

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

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

When Life insurance ends

Life insurance ends and our liability to pay a benefit under this Plan will cease on the earlier of the:

- date we receive the Policy Owner's written request to cancel the Policy;
- Policy being cancelled as a result of non-payment of premiums;
- Policy anniversary before the Life Insured's 100th birthday;
- date we cancel or avoid the Policy as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you or the Life Insured before our acceptance of the Policy or because you made a fraudulent claim;
- death of the Life Insured; or
- full Benefit Amount being paid or reduced to nil (when this occurs the Financial Planning Benefit and Grief Counselling Benefit will remain available for 12 months after the Benefit Amount was paid).

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

- date we receive your written request to cancel the Policy or cover in respect of the Life Insured;
- Policy being cancelled as a result of non-payment of premiums;
- Policy anniversary before the Life Insured's 75th birthday (at which point you can apply to transfer the ownership outside of superannuation and continue until the Policy anniversary before the Life Insured's 100th birthday. An application to transfer ownership must be received before the Plan end date);
- date we cancel or avoid the Policy as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you or the Life Insured before our acceptance of the Policy or because you made a fraudulent claim;
- death of the Life Insured; or
- full Benefit Amount being paid or reduced to nil.

8.2 Critical Illness insurance

Exclusions

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

- if the claim arises directly or indirectly as a result of an intentional, self-inflicted act by the Life Insured; or
- if a claim arises directly or indirectly as a result of:
 - Angioplasty
 - Coronary Artery Bypass Surgery
 - Cancer (excluding early stage cancers)
 - Heart Attack
 - Heart Valve Surgery
 - Multiple Sclerosis (with episodes of neurological deficit and persisting neurological abnormalities)
 - Open Heart Surgery
 - Out of Hospital Cardiac Arrest
 - Triple Vessel Angioplasty
 - Stroke (resulting in neurological deficit)
 - Carcinoma In Situ
 - Diagnosed Benign Brain Tumour
 - Early Stage Chronic Lymphocytic Leukaemia
 - Early Stage Melanoma (excluding Melanoma In Situ)
 - Adult onset insulin dependent diabetes mellitus diagnosed after age 30
 - Early Stage Prostate Cancer;

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

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

We will waive this three-month period if:

- you were insured with us or another insurer for the same events immediately before your cover starts; and
- you transferred your cover after any similar three month period.

The waiver will only apply up to the level of critical illness cover that you had with us or the other insurer. Should you reinstate your cover, the three-month period will recommence from the date of reinstatement.

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

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

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

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

- within three months after the Plan start date; and
- within three months after the most recent date we agreed to reinstate either the Plan or Policy.

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

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

Adjustments

The Benefit Amount will be reduced by payments under/ for:

- Advancement Benefit;
- Angioplasty;
- Intensive Care (requiring 5 days of continuous intubation);
- Paralysis Support Benefit;
- Needlestick Benefit; or
- Female Critical Illness Benefit.

Where Critical Illness insurance is Attached or Linked to Life insurance, the Critical Illness insurance will be cancelled if the Death Benefit or Terminal Illness Benefit is paid.

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

When Critical Illness insurance ends

Critical Illness insurance ends and our liability to pay a benefit under this Plan cease on the earlier of the:

- date we receive your written request to cancel the Plan or Policy;
- Policy being cancelled as a result of non-payment of premiums;
- Policy anniversary before the Life Insured's 70th birthday for Critical Illness Events;
- for the Child's Critical Illness Benefit, the Policy anniversary before the Insured Child's 19th birthday, or the Critical Illness insurance under which this benefit applies end;
- date we cancel or avoid the Policy as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you or the Life Insured before our acceptance of the Policy or because you made a fraudulent claim;
- death of the Life Insured; or
- full Benefit Amount being paid (when this occurs the Financial Planning Benefit and Grief Counselling Benefit will remain available for 12 months after the Benefit Amount was paid).

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

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

8.3 Child's Critical Illness insurance

Exclusions

Under the Child's Critical Illness Insurance no payments will be made for:

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

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

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

No payment will be made under the Child's Critical Illness Insurance if the Critical Illness Event arises directly or indirectly as a result of an intentional act of a person who stands to derive a benefit from the claim payment.

When Child's Critical Illness insurance ends

Child's Critical Illness insurance ends and our liability to pay a benefit under this Plan will cease on the earlier of the:

- date we receive your written request to cancel the Plan or Policy;
- Policy being cancelled as a result of non-payment of premiums;
- the Policy anniversary before the Life Insured's 19th birthday,
- date we cancel or avoid the Policy as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you or the Life Insured before our acceptance of the Policy or because you made a fraudulent claim;
- death of the Life Insured; or
- full Benefit Amount being paid (when this occurs the Financial Planning Benefit and Grief Counselling Benefit will remain available for 12 months after the Benefit Amount was paid).

8.4 TPD insurance

Exclusions

No payment will be made under TPD insurance and any included or optional Benefits (if applicable) if the claim arises directly or indirectly as a result of an intentional, self-inflicted act by the Life Insured.

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

Adjustments

Where TPD insurance is Attached or Linked to Life insurance, the TPD insurance will be cancelled if the Death Benefit or Terminal Illness Benefit is paid.

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

If Superlink TPD Insurance is reduced or increased under one Policy, Superlink TPD Insurance on the other Policy will be reduced or increased (as applicable) at the same time. If TPD is cancelled under the superannuation Policy, the non-superannuation Policy will also be cancelled unless you apply to retain the Plan outside of superannuation before cancellation.

If TPD is cancelled under the non-superannuation Policy, cover will continue under the superannuation Policy, and Superlink TPD will no longer apply.

When TPD insurance ends

TPD insurance ends and our liability to pay a benefit under this Plan will cease on the earlier of the:

- date we receive the Policy Owner's written request to cancel the Plan or Policy;
- Policy being cancelled as a result of non-payment of premiums;
- Policy anniversary before the Life Insured's 65th birthday;
- Policy anniversary before the Life Insured's 70th birthday if Attached to Critical Illness insurance;
- Policy anniversary before the Life Insured's 100th birthday if Attached or Linked to Life insurance;
- date we cancel or avoid the Policy as a result of an innocent or fraudulent non-disclosure and/or misrepresentation made by you or the Life Insured before our acceptance of the Policy or because you made a fraudulent claim;
- death of the Life Insured; or
- full Benefit Amount being paid (when this occurs the Financial Planning Benefit and Grief Counselling Benefit will remain available for 12 months after the Benefit Amount was paid).

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

- if the Life insurance or Critical Illness insurance is in force on the Policy anniversary before the Life Insured's 65th birthday, then:
 - the TPD insurance will continue;
 - Loss of Independent Existence (permanent), Loss of use of Limbs (permanent) and Blindness (permanent) will become the only definitions that apply to future claims under the TPD insurance where an 'Any Occupation' or 'Own Occupation' definition is shown in the Policy Schedule; and
 - the TPD insurance Benefit Amount will be restricted to a maximum of \$1,000,000;
- if the Life insurance or Critical Illness insurance is in force on the Policy anniversary before the Life Insured's 70th birthday, and the TPD 'Any Occupation' definition has been extended to the Policy Anniversary before the Life Insured's 70th birthday, then:
 - the TPD insurance will continue;
 - Loss of Independent Existence (permanent), Loss of use of Limbs (permanent) and Blindness (permanent) will become the only definitions that apply to future claims under the TPD insurance where an 'Any Occupation' or 'Own Occupation' definition is shown in the Policy Schedule; and
 - the TPD insurance Benefit Amount will be restricted to a maximum of \$1,000,000;
- if the Attached or Linked Life insurance or Attached Critical Illness insurance has lapsed or has been cancelled before the Policy anniversary before the Life Insured's 65th birthday, then:
 - if the TPD insurance is Attached, it will cease on the date the Life insurance or Critical Illness insurance lapses or is cancelled unless we receive notification in writing before the cancellation to change to a TPD benefit not Attached to Life insurance, where it will continue on the terms and conditions applicable to TPD insurance that is not Attached and cover will end at the Policy anniversary before the Life Insured's 65th birthday; and
 - there will be an increase in premium rates; and
 - the Death Buy-Back Option will cease;
 - if the TPD insurance is Linked, it will continue on the terms and conditions applicable to TPD insurance that is not Linked to Life insurance and cover will end at the Policy anniversary before the Life Insured's 65th birthday; and
 - there will be an increase in premium rates; and
 - the Death Buy-Back Option will cease;
- if the Attached or Linked Life insurance lapses or is cancelled after the Policy anniversary before the Life Insured's 65th birthday, TPD insurance will cease on the date the Attached or Linked Life insurance lapses or is cancelled.

8.5 Income Protection Super, Standard and Premier

Exclusions

No payment will be made under Income Protection and any included or optional benefits (if applicable), if the claim arises directly or indirectly as a result of:

- an intentional, self-inflicted act by the Life Insured;
- normal and uncomplicated pregnancy, miscarriage or childbirth. Normal and uncomplicated pregnancy includes, but is not limited to morning sickness, backache, varicose veins, ankle swelling, bladder problems, multiple pregnancy, or participation in an IVF or similar program;
- War or an act of war, even if the disability manifests itself after the War or warlike activity; or
- a permanent or temporary banning, deregistration, disqualification or restriction being placed on the Life Insured from performing all or some of the duties of their Gainful Occupation.

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

Adjustments

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

Where Income Protection is structured outside of superannuation, a reduction will only be made if the Life Insured received other payment(s) through:

- any other individual or group disability income insurance, credit or mortgage insurance not disclosed at the time of underwriting, increase in benefits or reinstatement of the Policy; or
- workers' compensation, common law or statute where payments are in respect of the disability of the Life Insured and in calculation the payment the relevant authority did not, or could not, take into account payments due under the Plan (not applicable if the occupation class of the Life Insured is AAA or AA+).

Where Income Protection is structured through superannuation, a reduction will only be made if you receive other payment(s) through:

- any other individual or group disability income insurance, credit or mortgage insurance;
- workers' compensation, common law or statute where payments are in respect of your disability and in calculation the payment the relevant authority did not, or could not, take into account payments due under the Plan; or
- sick leave, where you have accrued entitlements at the commencement of the Waiting Period and choose to use those entitlements during the Benefit Period (only applicable when Income Protection is structured through superannuation).

If any of the other payments above is received as a lump sum, it will be converted to a monthly amount on the basis of 1% of the lump sum for each month that a disability benefit is paid. The disability payment will be calculated taking this figure into account for a maximum of eight years.

If an adjustment applies it will be to ensure that the benefit payable plus the other payments including Earnings is not greater than the following:

- Total Disability:
 - 75% of the first \$26,666 (\$320,000 pa) of Pre-Disability Earnings;
 - 50% of the next \$20,000 (\$240,000 pa) of Pre-Disability Earnings; and
 - 20% of Pre-Disability Earnings above \$46,666 (\$560,000 pa).

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

- Partial Disability:
 - 100% of Pre-Disability Earnings.

When Income Protection Super, Standard and Premier end

Income Protection Super, Standard and Premier end and our liability to pay a benefit under these Plans will cease on the earlier of the:

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

9 General Policy Conditions

Jurisdiction

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

Statutory Fund

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

Headings

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

Guarantee of Upgrade

Where improvements are made to Plan/Policy conditions without increasing the premium rates, these improved conditions will be included in your Policy. You will be notified of the changes and improvements via one or more of, notice in writing, on our website and via your adviser. In the unlikely event you and a Life Insured are unexpectedly disadvantaged in any way; the former wording of the condition will apply. If the Life Insured has any existing symptoms before an improved condition being included, the Life Insured will be assessed on the former wording of the condition (if applicable).

Changes to Your Policy

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

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

Obsolete criteria due to advancements in medical practice

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

Cancellations and Refunds

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

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

9.1 Premiums and Charges

Stepped premiums

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

Level premiums

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

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

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

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

Changes in premiums

We can increase the rates or Policy fees (except for guaranteed level premiums for Life insurance). If we do increase our premium rates or Policy fees, you will be advised of the change before the increase taking effect. Premium rates are guaranteed not to change before the first anniversary of the Policy.

Your Policy cannot be singled out for an increase in premium rates because of an adverse change in the health or circumstances of the Life Insured once the risk is accepted.

Guaranteed level premium – Life insurance only

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

- 65th birthday, where level premium to age 65 is selected; or
- 70th birthday where level premium to age 70 is selected,

except if due to any increase due to any tax, duty or charge introduced by government. Guaranteed level premium rates do not apply to Critical Illness, TPD or Income Protection Insurance.

Policy Fee

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

The policy fee changes with different premium frequency options:

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

Payment frequency

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

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

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

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

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

Non-payment or late payment of premium

If we do not receive your premium payment by the due date, we will send you a notice and provide at least 30 days to pay the overdue premium. If we do not receive the payment of the premium by the date stated in the notice, your policy will be cancelled.

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

Payment method

Premiums may be paid by:

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

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

Reinstating a cancelled Policy

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

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

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

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

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

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

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

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

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

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

9.2 Claims

Notifying us of a claim

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

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

Payment of Premiums

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

Formal Claim Notification

For the purpose of:

- Critical Illness insurance Death BuyBack Benefit;
- Critical Illness insurance iReinstatement Option; or
- TPD insurance Death Buy-Back Option,

formal claim notification requirements consist of sufficient details of the claim to enable our assessment of the claim to commence including the Policy number, the condition claimed for and the date of the event or diagnosis.

Claim requirements

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

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

Administrative Requirements

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

- a completed claim form;
- the Policy Schedule;
- proof of the event for which a claim is being made;
- proof of payment, when a claim for reimbursement is being made;

- proof of age (unless previously provided); and
- proof of probate and a death certificate for death claims.

You may also need to provide:

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

Medical Requirements

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

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

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

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

Financial Requirements

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

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

We may require you to provide us with copies of the tax returns lodged with the ATO or other financial documentation which verifies your Earnings during a period for which we have paid an Income Protection benefit. We must receive this information by any reasonable timeframe we require.

We may recalculate the amount of the Income Protection benefit that we would have otherwise paid if your Earnings were averaged over the relevant claim period, and either:

- pay any underpayment of Income Protection Benefit(s);
- recover any overpaid Income Protection Benefit(s) in full; or
- reduce the amount of any future Income Protection Benefits(s) payable until the excess amount paid has been recovered.

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

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

Interview Requirements

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

Other Information Requirements

We may also request:

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

Following advice of a Medical Practitioner

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

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

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

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

We may cancel a Policy for a fraudulent claim

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

Your obligation regarding disability duration and severity

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

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

Payment of claim

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

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

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

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

Misstatement of age

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

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

10 Definitions

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

10.1 General Definitions

Accident or **Accidental** means an accident caused wholly by violent, accidental, external and visible means.

Activities of Daily Living (ADL) are:

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

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

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

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

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

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

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

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

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

- the Benefit Amount shown in your Policy Schedule, plus any increases under the Inflation Protection Benefit; and
- average Earnings in the 12 month period immediately before the Sickness or Injury occurred,

less any Income Protection Adjustments if applicable.

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

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

less any Income Protection Adjustments if applicable.

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

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

less any Income Protection Adjustments if applicable.

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

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

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

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

less any Income Protection Adjustments if applicable.

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

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

less any Income Protection Adjustments if applicable.

Business Expense Benefit under Business Expense Option means the monthly benefit shown in your Policy Schedule plus any increases under the Inflation Protection Benefit.

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

If the Benefit Period is one, two or five years, this is the maximum period that disability benefits will accrue for any one or related Sickness or Injury during the term of the Plan.

Blindness (permanent) means the total and irrecoverable loss of sight (whether aided or unaided) in both eyes as a result of Sickness or Injury to the extent that visual acuity in both eyes, on a Snellen Scale after correction by suitable lens is less than 6/60, or to the extent that the visual field is reduce to 20 degrees or less of arc.

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

Earnings means:

- a) if the Life Insured does directly or indirectly, owns all or part of the business in which his or her work is performed (ignoring shares in publicly listed companies), their share of income earned in the conduct of the business or profession, less their share of business expenses necessarily incurred in the conduct of the business or profession; or
- b) if the Life Insured is an employee (and paragraph (a) does not apply), salary, wages, superannuation, bonuses and any other income considered part of the Life Insured's remuneration package, earned by him or her for services performed.

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

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

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

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

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

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

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

Injury means a bodily Injury suffered by the Life Insured.

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

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

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

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

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

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

Loss of Sight in One Eye (permanent) means the total and irrecoverable loss of sight (whether aided or unaided) in one eye, as a result of Sickness or Injury to the extent that visual acuity in the eye, on a Snellen Scale after correction by a suitable lens is less than 6/60, or to the extent that the visual field is reduced to 20 degrees or less of arc.

Loss of Sight in One Eye and use of a Single Limb (permanent) means the total and irrecoverable Loss of use of a Single Limb and the permanent Loss of Sight in One Eye.

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

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

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

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

Normal Domestic Duties means:

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

Operating Loss means the Life Insured's share of the Business Income less Business Expense, where:

- **Business Income** means the business turnover less the cost of goods sold (if applicable); and
- **Business Expense** means the expenses which are reasonable and necessarily incurred in generating Business Income, excluding salaries, fees, moneys or benefits paid to the Life Insured, depreciation, stock or items of a capital nature.

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

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

Own Occupation under Income Protection Super and Standard, is the occupation in which the Life Insured was working immediately before the Sickness or Injury causing disability, unless the Life Insured:

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

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

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

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

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

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

- is working in his or her Own Occupation or any Gainful Occupation, but in a reduced capacity; and
- is following the advice of a Medical Practitioner; and
- has suffered a reduction in the ability to generate Earnings.

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

Pre-Disability Earnings under Income Protection (Standard and Premier) means:

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

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

When the Life Insured is disabled, Pre-Disability Earnings will be increased by the Indexation Factor, after every 12 consecutive monthly payments under Total Disability, Partial Disability or the Scheduled Injury Benefit.

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

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

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

Rehabilitation Program means a program or plan:

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

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

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

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

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

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

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

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

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

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

- where the Life Insured has been solely performing Normal Domestic Duties for more than 12 consecutive months immediately before the Sickness or Injury that gives rise to the claimable event:

- the Life Insured has not been able to perform the Normal Domestic Duties for three consecutive months; and
- in our opinion, after consideration of medical and any other evidence, is incapacitated to such an extent as to render the Life Insured unlikely ever to be able to perform all of the Normal Domestic Duties.

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

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

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

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

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

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

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

Total and Permanent Disability and **Totally and Permanently Disabled** when 'ADL' (Activities of Daily Living) is shown in your Policy Schedule mean that the Life Insured:

- is totally and permanently unable to perform at least two of the five Activities of Daily Living without the physical assistance of another person; or suffers:
 - Blindness (permanent); or
 - Loss of use of Limbs (permanent); or
 - Loss of Sight in One Eye and use of a Single Limb (permanent); or
 - Significant Cognitive Impairment.

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

Total Disability and **Totally Disabled** under Income Protection insurance means that, solely because of a Sickness or Injury, the Life Insured is following the advice of a Medical Practitioner and:

- is not working in any Gainful Occupation and is unable to perform one or more duties necessary to generate income in the Life Insured's Own Occupation; or
- is not working in any Gainful Occupation and has suffered a reduction of 80% or more in the ability to generate Earnings in the Life Insured's Own Occupation; or
- is unable to perform the duties necessary to generate income for more than 10 hours per week and;
 - for Income Protection Super and Standard, is not in any Gainful Occupation; or
 - for Income Protection Premier, his or her Earnings are less than their Pre-Disability Earnings.

Where Income Protection Super has been selected (as indicated in the Policy Schedule), the Life Insured must also satisfy the SIS definition of Temporary Incapacity or Permanent Incapacity.

Underwriting is a process by which we assess risks associated with accepting your application for insurance. The Underwriting process is based on the life to be insured's health and other relevant factors, such as occupation, pursuits and income.

Unemployed and **Unemployment** mean that the Life Insured is not employed or working in any Gainful Occupation. It does not include sick leave, sabbatical, long service, maternity or paternity leave.

Waiting Period means the period of time between the Life Insured suffering disability and disability benefits starting to accrue.

If the Life Insured does not consult a Medical Practitioner concerning the Sickness or Injury causing disability within seven days of the Sickness starting or the Injury occurring, the Waiting Period will start when the Life Insured consults a Medical Practitioner.

War or an act of war means armed aggression, whether declared or not, by a country or organisation, resisted by any other country or organisation.

Whole Person Function means where a payment depends on the Life Insured meeting criteria based on the Whole Person Function, the calculation is to be based on the current edition of the American Medical Association publication entitled Guides to the Evaluation of Permanent Impairment until an equivalent Australian guide, sanctioned by the Australian Medical Association, has been produced, at which time the calculation in the relevant Australian guide will apply.

10.2 Superannuation Definitions

The following definitions have been reproduced from SIS. You should be aware that if any of these definitions are changed in SIS, the corresponding definition reproduced here will be obsolete and replaced by the amended definition in SIS.

Permanent Incapacity in relation to a member of a superannuation fund means ill-health (whether physical or mental), where the trustee is reasonably satisfied that the member is unlikely, because of the ill-health, to engage in gainful employment for which the member is reasonably qualified by education, training or experience.

Temporary Incapacity in relation to a member of a superannuation fund who has ceased to be gainfully employed (including a member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the member to be gainfully employed), means ill-health (whether physical or mental) that caused the member to cease to be gainfully employed but does not constitute Permanent Incapacity.

Terminal Medical Condition exists in relation to a member of a superannuation fund at a particular time if the following circumstances exist:

- two registered medical practitioners have certified, jointly or separately, that the person suffers from an illness, or has incurred an injury, that is likely to result in the death of the person within a period (the certification period) that ends not more than 24 months after the date of the certification;
- at least one of the registered medical practitioners is a specialist practicing in an area related to the illness or injury suffered by the person;
- for each of the certificates, the certification period has not ended.

10.3 Critical Illness Events Definitions

Adult onset insulin dependent diabetes mellitus diagnosed after age 30 means the diagnosis after the age of 30 of Type 1 diabetes mellitus for which insulin is required for survival.

Angioplasty means the actual undergoing of Coronary Artery Angioplasty to correct a narrowing or blockage of one or more coronary arteries.

Aortic Surgery means surgery to repair or correct an aortic aneurysm, an aortic dissection, an obstruction of the aorta, a coarctation of the aorta or traumatic injury to the aorta. For the purpose of this definition, aorta means the thoracic (ascending) and abdominal (descending) aorta but not its branches.

Aplastic Anaemia (requiring treatment) means bone marrow failure, which results in anaemia, neutropenia and thrombocytopenia requiring treatment, with at least one of the following:

- blood product transfusions;
- marrow stimulating agents;
- immunosuppressive agents; or
- bone marrow transplantation.

Benign Brain Tumour (resulting in irreversible neurological deficit) means a non-cancerous tumour in the brain, pituitary gland or spinal cord, resulting in an irreversible neurological deficit which has caused:

- a permanent impairment of at least 25% of the Whole Person Function; or
- the Life Insured to be totally and permanently unable to perform any one of the Activities of Daily Living.

The presence of the underlying tumour must be confirmed by CT Scan, MRI or other imaging studies. Cysts, granulomas, vascular aneurysms or haematomas are not covered.

Blindness (permanent) means the total and irrecoverable loss of sight (whether aided or unaided) in of both eyes as a result of Sickness or Injury to the extent that visual acuity in both eyes, on a Snellen Scale after correction by suitable lens is less than 6/60, or to the extent that the visual field is reduce to 20 degrees or less of arc.

Cancer (excluding early stage cancers) means the presence of one or more malignant tumours, including lymphoma (including Hodgkin's and non Hodgkin's disease), leukaemia, multiple myeloma and malignant bone marrow disorders that are characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue beyond the basement membrane.

The following cancers are excluded:

- Tumours which are histologically described as premalignant or show the malignant changes of carcinoma in situ (including cervical dysplasia, HSIL, LSIL, CIN III and lower).

- Carcinoma in situ of the breast, unless a procedure is required for;
 - the removal of the entire breast; or
 - there is breast conserving surgery together with radiotherapy or chemotherapy.

These procedures must be considered by the treating doctor to be the appropriate and necessary treatment.

- Carcinoma in situ of the testicle, unless a procedure is required for the removal of the entire testicle.

The procedure must be performed specifically to arrest the spread of malignancy, and be considered the appropriate and necessary treatment.

- Melanomas, unless:
 - there is evidence of metastases; or
 - the melanoma is at least Clark level 3; or
 - the melanoma is showing signs of ulceration; or
 - the melanoma is greater than 1.0mm maximum thickness as determined by examination using the Breslow method.
- All hyperkeratosis, intraepidermal carcinomas, basal cell carcinomas and squamous cell carcinomas of skin unless it has spread to the bone, lymph node or another organ.
- Chronic lymphocytic leukaemia less than Rai stage 1.
- Prostate cancer, unless:
 - it has a Gleason score of 6 or more; or
 - major interventional therapy including radiotherapy, chemotherapy, biological response modifiers or any major surgical treatment has been required to arrest the spread of malignancy.

Carcinoma In Situ means the Life Insured has a carcinoma in situ, characterised by a focal autonomous new growth of carcinomatous cells, which has not yet resulted in the invasion of normal tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The tumour must be classified as Tis according to the TNM staging method or FIGO Stage 0.

Only Carcinoma In Situ of the following sites is covered:

- Breast
- Cervix Uteri (Excluded are Cervical Intraepithelial Neoplasia (CIN) classifications including CIN-1 and CIN-2).
- Corpus Uteri
- Fallopian Tube (the tumour must be limited to the tubal mucosa)
- Ovary
- Penis
- Perineum
- Prostate
- Testicle
- Vagina
- Vulva

Note: FIGO refers to the staging method of the Fédération Internationale de Gynécologie et d'Obstétrique.

Cardiomyopathy (permanent) means a disease of heart muscle causing the heart muscle to enlarge and become weaker, resulting in significant permanent cardiac impairment to the degree of at least Class 3 of the New York Heart Association functional classification system.

Chronic Kidney Failure (requiring transplantation or dialysis) means end-stage renal failure presenting as chronic irreversible failure of both kidneys to function, resulting in renal transplantation or the permanent requirement for renal dialysis.

Chronic Liver Failure (resulting in permanent symptoms) means end-stage liver failure resulting in permanent jaundice, ascites and/or encephalopathy.

Chronic Lung Failure (requiring permanent oxygen therapy) means end-stage lung disease with a consistent pulmonary function test result of:

- FEV1 less than 40% predicted; or
- a DLCO less than 40% predicted; and
- requiring permanent oxygen therapy.

Coma (of specified severity) means a state of unconsciousness with no reaction to external stimuli or internal needs, resulting in a documented Glasgow Coma Scale of 8 or less, for a continuous period of at least 72 hours.

Congenital Blindness (permanent) means a congenital, total and permanent loss of sight in both eyes whether aided or unaided.

Congenital Deafness (permanent) means a congenital, total and permanent loss of hearing in both ears whether aided or unaided.

Coronary Artery Bypass Surgery means bypass grafting performed to correct or treat coronary artery disease.

Dementia including Alzheimer's Disease (permanent) means the unequivocal diagnosis of dementia by a consultant neurologist or geriatrician. The diagnosis must confirm dementia or Alzheimer's Disease due to permanent failure of brain function with associated cognitive impairment. A Mini-Mental State Examination score of 24 or less out of 30 or evidence from another neuropsychometric test that is acceptable to us is required.

Diagnosed Benign Brain Tumour means a non-cancerous tumour in the brain, pituitary gland or spinal cord giving rise to symptoms of increased intracranial pressure such as papilloedema, mental symptoms, seizures, sensory impairment and motor impairment.

The presence of the underlying tumour must be confirmed by CT Scan, MRI or other imaging studies. Cysts, granulomas, vascular aneurysms and haematomas are not covered.

Disseminated Intravascular Coagulation (pregnancy related) means, due to pregnancy, an over-activation of the coagulation and fibrinolytic system occurs, resulting in thrombosis, consumption of platelets and coagulation factors causing life threatening haemorrhage from multiple sites.

Down's Syndrome means a specific genetic impairment caused by an extra chromosome 21, which causes mental retardation and physical abnormalities.

Early Stage Chronic Lymphocytic Leukaemia means the presence of chronic lymphocytic leukaemia diagnosed as Rai Stage 0, which is defined to be in the blood and bone marrow only.

Early Stage Melanoma (excluding Melanoma In Situ) means the presence of one or more malignant melanomas which are TNM classification T1aNOm0. Melanomas which are stage Tis or less are excluded.

Early Stage Prostate Cancer means the presence of a malignant tumour confined within the prostate, which is histologically described as TNM Classification T1 or a Gleason Score of either 2, 3, 4 or 5 where major medical interventionalist therapy is not required.

Eclampsia of Pregnancy means the occurrence of high blood pressure during pregnancy resulting in coma or grand mal seizures and delivery of the foetus regardless of the gestational age.

Ectopic Pregnancy means a fertilised ovum has implanted outside the uterine cavity resulting in the rupturing or haemorrhaging of a fallopian tube, which results in a laparotomy or laparoscopic surgery removing the involved fallopian tube.

Encephalitis and Meningitis (resulting in permanent neurological deficit) means the unequivocal diagnosis of encephalitis or meningitis where the condition is characterised by severe inflammation of the brain or the meninges of the brain resulting in permanent neurological deficit causing:

- at least a permanent 25% Impairment of Whole Person Function; or
- the Life Insured being totally and permanently unable to perform any one of the Activities of Daily Living.

Heart Attack means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area.

The diagnosis must be supported by diagnostic rise and/or fall of cardiac biomarkers with at least one value above the 99th percentile of the upper reference limit and at least one of the following:

- signs and symptoms of ischaemia consistent with myocardial infarction;
- ECG changes indicative of new ischaemia (new ST-T changes or new left bundle branch block [LBBB]);
- development of pathological Q waves in the ECG; or
- imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.

If the above tests are inconclusive, other appropriate and medically recognised tests will be considered or, if at least three months after the event the insured's left ventricular ejection fraction is less than 50%.

The following are not covered:

- A rise in biological markers as a result of an elective percutaneous procedure for coronary artery disease.
- Other acute coronary syndromes including but not limited to angina pectoris.

Heart Valve Surgery means surgery to replace or repair a cardiac valve as a consequence of a cardiac valve abnormality or a cardiac aneurysm or other cardiac defects.

Hydatidiform Mole is the development of multiple fluid filled cysts in the uterus after the degeneration of the placenta which results in the death of the embryo as confirmed by a Medical Practitioner.

Intensive Care (requiring 5 days of continuous intubation) means a Sickness or Injury has resulted in the Life Insured requiring continuous mechanical ventilation by means of tracheal intubation for five consecutive days (24 hours per day) in an authorised intensive care unit of an acute care hospital.

No amount will be paid where Intensive Care of the Life Insured results from the use of alcohol, recreational or non-prescribed drugs, or any drug taken other than as medically directed.

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

Loss of Hearing (permanent) means the total and irrecoverable loss of hearing, both natural and assisted, in both ears as a result of Sickness or Injury.

Loss of Hearing in One Ear (permanent) means the total and irrecoverable loss of hearing in one ear, both natural and assisted, as a result of Sickness or Injury.

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

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

Loss of Sight in One Eye and use of a Single Limb (permanent) means the total and irrecoverable Loss of use of a Single Limb and the permanent Loss of Sight in One Eye.

Loss of Sight in One Eye (permanent) means the total and irrecoverable loss of sight (whether aided or unaided) in one eye, as a result of Sickness or Injury to the extent that visual acuity in the eye, on a Snellen Scale after correction by a suitable lens is less than 6/60, or to the extent that the visual field is reduced to 20 degrees or less of arc.

Loss of Speech (permanent) means the total and irrecoverable loss of the ability to produce intelligible speech, as a result of permanent damage to the larynx or its nerve supply or to the speech centres of the brain, due to Sickness or Injury.

Lupus requires diagnosis confirmed by a consultant immunologist or rheumatologist and such diagnosis must be based on the current diagnostic criteria established by the American Rheumatism Association. Pathological evidence of such diagnosis must be provided. There must also be evidence-based involvement of one of the following systems:

- cardiac;
- pulmonary;
- nervous system; or
- renal involvement.

All evidence must be satisfactory to us.

Major Head Trauma (with permanent neurological deficit)

means Accidental head Injury resulting in neurological deficit causing:

- at least a permanent 25% impairment of Whole Person Function; or
- the Life Insured being totally and permanently unable to perform any one of the Activities of Daily Living.

Major Organ Transplant means either the undergoing of, or upon the advice of a specialist Medical Practitioner the placement on a waiting list of a Transplantation Society of Australia and New Zealand recognised transplant unit for, the human to human transplant from a donor to the Life Insured of;

- bone marrow;

or one of the following organs or a permanent mechanical replacement of one of the following organs:

- kidney;
- heart;
- lung;
- liver;
- pancreas; or
- small bowel.

The transplant of all other organs, parts of organs or any other tissue transplant is excluded.

Medically-Acquired HIV (contracted from a medical procedure or operation) means accidental infection, after the inception of the Policy, with the human immunodeficiency virus (HIV) where the virus was acquired in Australia by the Life Insured from one of the following medically necessary events conducted by a recognised and registered health professional:

- a blood transfusion;
- transfusion with blood products;
- organ transplant to the Life Insured;
- assisted reproductive techniques; or
- a medical procedure or operation performed by a Medical Practitioner or dentist.

Notification and proof of the incident will be required via a statement from the appropriate Statutory Health Authority that the infection was medically acquired.

HIV infection transmitted by any other means including sexual activity or the use of drugs, other than as prescribed by a Medical Practitioner for the Life Insured is excluded.

This Critical Illness Event will not apply and no payment will be made where a cure has become available or where the infected person does not take any vaccine available before the Critical Illness Event. 'Cure' means an Australian Government-approved treatment, which renders the HIV inactive and non-infectious, or results in there being little or no impact on life expectancy.

'Vaccine' means a preparation approved by the Australian Government and recommended for use by the Government authority to produce immunity to the HIV.

Meningococcal Disease (resulting in significant permanent impairment)

means the unequivocal diagnosis of meningococcal septicaemia resulting:

- in at least a permanent 25% impairment of Whole Person Function; or
- the Life Insured being totally and permanently unable to perform any one of the Activities of Daily Living.

Multiple Sclerosis (with multiple episodes of neurological deficit and persisting neurological abnormalities) means a disease characterised by demyelination in the brain and/or spinal cord. Multiple Sclerosis must be unequivocally diagnosed. There must be more than one episode of well-defined neurological deficit with persisting neurological abnormalities.

Neurological investigations such as lumbar puncture, MRI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system, evoked visual responses, and evoked auditory responses are required to confirm diagnosis.

Muscular Dystrophy means the unequivocal diagnosis of muscular dystrophy.

Occupationally-Acquired Hepatitis B or C means infection, after the inception of the Policy, with Hepatitis B or C where the infection is acquired as a result of:

- an accident arising out of the life insured's normal occupation; or
- a malicious act of another person or persons arising out of the Life Insured's normal occupation.

Proof of new Hepatitis B or C infection must be registered within six months of the accident or malicious act.

Any incident giving rise to a potential claim must:

- be reported to the relevant authority or employer within seven days of the incident;
- be reported to us with proof of the incident within 30 days after the incident; and
- be supported by a negative Hepatitis B or C test taken within seven days of the incident.

The infection must manifest itself within six months of the accident or malicious act. The infection must not have arisen from a deliberately, self-inflicted or induced cause or from sexual activity (whether as part of normal occupational duties or otherwise), or from the use of drugs not medically prescribed for the Life Insured.

This Critical Illness Event will not apply and no payment will be made where a cure has become available or where a medical treatment is developed and approved which makes these viruses inactive and non-infectious. 'Cure' means an Australian Government-approved treatment which renders Hepatitis B or Hepatitis C (as applicable), inactive and non-infectious, or results in there being little or no impact on life expectancy.

Hepatitis B or C infection transmitted by any other means including sexual activity or recreational intravenous drug use is excluded.

Occupationally-Acquired HIV means infection with the human immunodeficiency virus (HIV) where such infection arose from an Accident relating to the occupation of the Life Insured, subject to the following conditions:

- the Accident must have occurred after the inception of the Policy;
- within 30 days of the Accident, proof of its occurrence must be registered with TAL including:
 - tests taken by a Medical Practitioner within seven days after the Accident which resulted in a sero-negative HIV result; and
 - documents confirming any relevant authority was notified within seven days of the Accident.

The infection must manifest itself as a sero-positive HIV test result within six months of the reported occurrence. The infection must not have arisen from a deliberately, self-inflicted or induced cause or from sexual activity (whether as part of normal occupational duties or otherwise), or from the use of drugs not medically prescribed for the Life Insured.

We reserve the right to obtain independent tests and investigations, including the taking of blood samples from the Life Insured.

This Critical Illness Event will not apply and no payment will be made where a cure has become available or where the infected person does not take any vaccine available before the Critical Illness Event. 'Cure' means an Australian Government-approved treatment which renders the HIV inactive and non-infectious, or results in there being little or no impact on life expectancy.

'Vaccine' means a preparation approved by the Australian Government and recommended for use by the Government authority to produce immunity to the HIV.

Open Heart Surgery means the undergoing of open chest surgery for the surgical treatment of a cardiac defect, cardiac aneurysm or benign cardiac tumour.

Out of Hospital Cardiac Arrest means a loss of cardiac output that is not associated with any medical procedure and is due to

- cardiac asystole; or
- ventricular fibrillation with or without ventricular tachycardia.

The cardiac arrest must occur outside of a hospital and be documented by electrocardiogram.

Paralysis (permanent) means the total and permanent loss of function of two or more limbs through Sickness or Injury causing permanent damage to the nervous system. This includes, but is not limited to, quadriplegia, paraplegia, diplegia and hemiplegia.

Parkinson's Disease (permanent) means the unequivocal diagnosis of degenerative idiopathic Parkinson's disease caused by degeneration of the nigrostriatal system and as characterised by the clinical manifestation of one or more of the following:

- rigidity;
- tremor; and
- akinesia.

All other types of Parkinsonism are excluded (e.g. secondary to medication).

Pneumonectomy means the undergoing of surgery to remove an entire lung. This treatment must be deemed the most appropriate treatment and medically necessary.

Primary Pulmonary Hypertension means the unequivocal diagnosis of Primary Pulmonary Hypertension with right ventricular enlargement established by investigations including cardiac catheterisation.

Progressive and Debilitating Motor Neurone Disease means the unequivocal diagnosis of a progressive form of debilitating Motor Neurone Disease.

Severe Burns (covering at least 20% of the body's surface area) means tissue Injury caused by thermal, electrical or chemical agents causing third degree or full thickness burns to at least:

- 20% of the body surface area as measured by the Lund and Browder Body Surface Chart;
- 50% of both hands, requiring surgical debridement and/or grafting; or
- 50% of the face, requiring surgical debridement and/or grafting.

Severe Crohn's Disease (requiring permanent immunosuppressive medication) means the unequivocal diagnosis of Crohn's disease that has failed to be controlled by standard therapy including cortisone treatment, which requires permanent immunosuppressive medication.

Severe Diabetes Mellitus means that a certified consultant endocrinologist has confirmed that at least two of the following complications have occurred as a direct result of diabetes:

- severe diabetic retinopathy resulting in visual acuity (whether aided or unaided) and corrected of 6/36 or worse in both eyes;
- severe diabetic neuropathy causing motor and/or autonomic impairment;
- diabetic gangrene leading to surgical intervention; or
- severe diabetic nephropathy causing chronic irreversible renal impairment as measured by a corrected creatinine clearance less than 28ml/min (CKD stage 4, International Chronic Kidney Disease classification).

Severe Osteoporosis means, where the bone mineral density has a T-score of less than -2.5 (ie 2.5 standard deviations below the adult mean for bone density) measured in at least two sites by dual-energy x-ray densitometry (DEXA) or quantitative CT scanning is consistent with severe osteoporosis with:

- at least two vertebral body fractures occurring before the age of 65; or
- Fracture of the neck of the femur.

Severe Ulcerative Colitis (requiring permanent immunosuppressive medication) means the unequivocal diagnosis of ulcerative colitis that has failed to be controlled by standard therapy including cortisone treatment, which requires permanent immunosuppressive medication.

Severe Rheumatoid Arthritis (with significant impairment) means diagnosis of rheumatoid arthritis, confirmed by appropriate radiology and blood tests, that has failed to respond to all treatment regimens including, but not limited to immunosuppressive and biological agents, causing permanent reduction to Whole Person Function of at least 25%; or

The unequivocal diagnosis of severe rheumatoid arthritis by a Rheumatologist, supported and evidenced by all of the following criteria:

- at least a six week history of Severe Rheumatoid Arthritis, which involves three or more of the following joint areas:
 - proximal interphalangeal joints in the hands;
 - metacarpophalangeal joints in the hands; and
 - metatarsophalangeal joints in the foot, wrist, elbow, knee, or ankle;
- simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone);
- typical rheumatoid joint deformity; and
- at least two of the following criteria:
 - morning stiffness;
 - rheumatoid nodules;
 - erosions seen on x-ray imaging;
 - the presence of either a positive rheumatoid factor or the serological markers consistent with the diagnosis of Severe Rheumatoid Arthritis.

Degenerative osteoarthritis and all other arthritides are excluded.

Spina Bifida Myelomeningocele means a defective closure of the spinal column resulting in a neural tube deficit with a resultant meningocele or meningocele and associated neurological deficit confirmed by a Medical Practitioner. Spina bifida occulta is excluded.

Stillbirth means the foetal death in utero after at least 20 weeks gestation and confirmed by a Medical Practitioner. Elective pregnancy termination is excluded.

Subacute Sclerosing Panencephalitis means the unequivocal diagnosis of this disorder (only covered under the Child's Critical Illness insurance).

Stroke (resulting in neurological deficit) means a cerebrovascular event producing neurological deficit. This requires clear evidence on a CT, MRI or similar, appropriate scan or investigation that a stroke has occurred and of infarction of brain tissue, intracranial and/or subarachnoid haemorrhage.

The following are not covered:

- Transient ischaemic attacks
- Non-stroke related reversible neurological deficit
- Cerebral symptoms due to migraine
- Cerebral injury resulting from trauma or hypoxia
- Vascular disease affecting the eye or optic nerve
- Ischaemic disorders of the vestibular system
- Migraine
- Hypoxic events.

Tetralogy of Fallot means an anatomical defect with severe or total right-ventricular outflow tract obstruction and a ventricular septal defect allowing right-ventricular deoxygenated blood to bypass the pulmonary artery and enter the aorta directly.

The diagnosis must be supported by an echocardiogram, and invasive surgery must be performed to correct the condition.

Transposition of Great Vessels means a congenital heart defect where the aorta arises from the right ventricle and the pulmonary artery from the left ventricle. The diagnosis must be based on an echocardiogram and invasive surgery must be performed to correct the condition.

Triple Vessel Angioplasty means the actual undergoing for the first time of coronary artery Angioplasty to correct a narrowing or blockage of three or more coronary arteries within the same procedure. In the event that not all coronary arteries can be corrected in a single procedure and a second procedure is required, a benefit will be payable provided the second procedure occurs no more than two months after the first.

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2016

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Accelerated Protection Policy Document

12 October 2018

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GPO Box 5380 Sydney NSW 2001

Mercer Superannuation (Australia) Limited

ABN 79 004 717 533 | AFSL 235 906

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