



# Telstra Superannuation Scheme - Group Life Policy Document

**Policy Number** G3633-GL  
**Policy Name** Telstra Superannuation Scheme Group Life Policy  
**Policy Owner** Telstra Super Pty Ltd as the trustee for the Telstra Superannuation Scheme (Fund) **ABN 86 007 422 522**  
**Policy Commencement Date** 1 July 2020  
**Endorsement number** 5

This is the fifth endorsement to the *policy* and takes effect from 12.00 am on 1 October 2023.

## **AGREEMENT**

Policy G3633-GL is varied by deleting all of the terms, conditions and schedules of the *policy* in their entirety and replacing them with the terms, conditions and schedules attached to this endorsement.

<p><b>For and on behalf of MLC Limited</b></p> <p><b>Sign name:</b></p> 	<p><b>For and on behalf of the Policy Owner</b></p> <p><b>Sign name:</b></p> 
<p><b>Name &amp; title:</b></p> <p><b>Alison Bodinnar</b> <b>Head of Group Product and Proposition</b></p>	<p><b>Name &amp; title:</b></p> <p><b>Chris Davies</b> <b>Chief Executive Officer</b></p>
<p><b>Date:</b></p> <p><b>28 September 2023</b></p>	<p><b>Date:</b></p> <p><b>4 October 2023</b></p>

# Policy G3633-GL

## Group Life Policy Document

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MLC Limited (**MLCL**)

Telstra Super Pty Ltd (**Trustee**)

# Group Life Insurance Policy

## Policy Number G3633-GL

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# DETAILS

Date 1 October 2023

## Parties

Name **MLC Limited**  
ABN 90 000 000 402  
Short form name **MLCL**  
Notice details Level 6, 177 Pacific Highway, North Sydney, NSW 2060

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

## Background

- A. MLCL is a registered life company pursuant to the *Life Insurance Act 1995* (Cth).
- B. The Trustee is the trustee of the *fund*.
- C. The Trustee is the policy holder and holds the *policy* in its capacity as trustee of the *fund*.
- D. This GROUP LIFE INSURANCE POLICY G3633-GL ("*policy*") is issued by MLCL and agreed between the parties.

## PART I. THE POLICY

### 1. THE POLICY

This *policy* is evidence of a contract of insurance between *us* and *you* for the payment of certain insurance benefits upon the conditions set out in this *policy* in consideration of the payment of premium by *you*. It consists of this PART I, and the following:

- a) PART II – which sets out definitions;
- b) PART III – which sets out general terms and conditions applicable to death, *total and permanent disablement (TPD)*, and *terminal illness* cover for all *insured members*;
- c) PART IV – which sets out the specific terms and conditions for *insured members* of *Division 6*;
- d) PART V – which sets out the specific terms and conditions for *insured members* of *Division 2 and Division 5*;
- e) PART VI – which sets out the specific terms and conditions for *insured members* of *Division 4 (Personal Plus)* and *Division 4 (RetireAccess)*;
- f) PART VII – Appendix A;
- g) PART VIII – Appendix B;
- h) PART IX – Appendix C; and
- i) any document which evidences any alteration or variation of the *policy*.

## PART II. DEFINITIONS

### 2. GENERAL DEFINITIONS

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

Term	Definition
<b><i>accident:</i></b>	means the occasioning of an injury caused directly and solely by some violent, external and visible means and which is capable of direct proof.
<b><i>account balance:</i></b>	means the balance of the <i>member's</i> account in the <i>fund</i> which may include superannuation guarantee contributions, employer contributions, Australian Tax Office rollovers, member rollovers, personal contributions and investment earnings.
<b><i>active employment:</i></b>	<p>means the person is not in receipt of and/or entitled to claim income support benefits from any source including workers' compensation benefits, statutory transport accident benefits and disability income benefits, and either:</p> <p>A) in respect of <i>insured members</i> who <i>work</i> for a minimum of 15 hours per week or who perform <i>domestic duties</i> for a minimum of 15 hours per week the <i>insured member</i> must:</p> <ul style="list-style-type: none"><li>• be performing all of the duties of their gainful <i>work</i> or <i>domestic duties</i>; and</li><li>• in <i>our</i> opinion, be capable of performing all of the duties of their gainful <i>work</i> or <i>domestic duties</i> on a <i>full-time basis</i> (this being at least 30 hours per week) even if they are not currently doing so.</li></ul> <p>B) in respect of <i>insured members</i> who <i>work</i> less than 15 hours per week, who perform <i>domestic duties</i> for less than 15 hours per week or who do not <i>work</i> the <i>insured member</i> must:</p> <ul style="list-style-type: none"><li>i) not be absent from <i>work</i> or prevented from engaging in <i>work</i> or <i>domestic duties</i> due to illness or injury; and</li><li>ii) in <i>our</i> opinion, be capable of performing the duties of their gainful <i>work</i> or <i>domestic duties</i> on a <i>full-time basis</i> (this being at least 30 hours per week) even if they are not currently in <i>work</i> or performing <i>domestic duties</i>.</li></ul>
<b><i>annual review date:</i></b>	means 1 July every year.
<b><i>application date:</i></b>	means the date <i>you</i> receive a valid application for cover available under this <i>policy</i> .
<b><i>application for membership:</i></b>	means an application for membership of the <i>fund</i> on a form issued by <i>you</i> offering insurance options as agreed with <i>us</i> that is current at the time of the receipt of the application by <i>you</i> .
<b><i>application for opt in default cover form:</i></b>	means a form which includes <i>risk control questions</i> an <i>eligible member</i> or <i>insured member</i> is required to complete to obtain insurance cover under condition 18.2.3, 18.2.4, 27.5.2 and 27.5.3 as agreed between <i>you</i> and <i>us</i> .
<b><i>associated employer:</i></b>	means an employer who has been approved by the <i>principal employer</i> to become an associated employer of <i>Division 6</i> .



Term	Definition																		
<b>associated employer cover:</b>	means the cover described in condition 21.																		
<b>at work:</b>	<p>means the person is actively performing all the primary duties of their <i>regular occupation</i> and is not in receipt of and/or entitled to claim income support benefits from any source including workers' compensation benefits, statutory transport accident benefits and disability income benefits.</p> <p>A person who does not meet these requirements is correspondingly described as not "at work".</p>																		
<b>Australian resident:</b>	means an Australian or New Zealand Citizen or a person with the unrestricted right to permanently reside in Australia. Additionally an Australian resident will include persons with the right to reside in Australia on a de facto or work type visa but only during the period the person resides in Australia.																		
<b>automatic acceptance limit:</b>	<p>means in relation to death cover or death and <i>TPD</i> cover under this <i>policy</i> determined in accordance with the tables below:</p> <table border="1"> <thead> <tr> <th>Division</th> <th>Automatic acceptance limit</th> </tr> </thead> <tbody> <tr> <td><i>Division 6*</i></td> <td>An amount equal to the lower of: A) the applicable <i>default cover</i>; and B) \$2 million</td> </tr> <tr> <td><i>Division 2</i></td> <td>NIL</td> </tr> <tr> <td><i>Division 5</i></td> <td>NIL</td> </tr> <tr> <td><i>Division 4 (Personal Plus)**</i></td> <td>NIL</td> </tr> <tr> <td><i>Division 4 (RetireAccess)</i></td> <td>NIL</td> </tr> </tbody> </table> <p>* Where the <i>fund</i> commenced being the <i>default superannuation fund</i> of an <i>associated employer</i> on or after 1 July 2023, the automatic acceptance limit for <i>insured members</i> who are employees of that <i>employer</i> will be determined in accordance with the table below:</p> <table border="1"> <thead> <tr> <th>Division / number of employees</th> <th>Automatic acceptance limit</th> </tr> </thead> <tbody> <tr> <td><i>Division 6 associated employer</i> with less than 150 <i>employees</i> for whom an <i>exception</i> does not apply</td> <td>An amount equal to the lower of: A) the applicable <i>default cover</i>; and B) the amount we agree to provide, as advised to <i>you</i> on a case by case basis in writing.</td> </tr> <tr> <td><i>Division 6 associated employer</i> with 151 - 200</td> <td>An amount equal to the lower of: A) the applicable <i>default cover</i>; and</td> </tr> </tbody> </table>	Division	Automatic acceptance limit	<i>Division 6*</i>	An amount equal to the lower of: A) the applicable <i>default cover</i> ; and B) \$2 million	<i>Division 2</i>	NIL	<i>Division 5</i>	NIL	<i>Division 4 (Personal Plus)**</i>	NIL	<i>Division 4 (RetireAccess)</i>	NIL	Division / number of employees	Automatic acceptance limit	<i>Division 6 associated employer</i> with less than 150 <i>employees</i> for whom an <i>exception</i> does not apply	An amount equal to the lower of: A) the applicable <i>default cover</i> ; and B) the amount we agree to provide, as advised to <i>you</i> on a case by case basis in writing.	<i>Division 6 associated employer</i> with 151 - 200	An amount equal to the lower of: A) the applicable <i>default cover</i> ; and
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<i>Division 6 associated employer</i> with 151 - 200	An amount equal to the lower of: A) the applicable <i>default cover</i> ; and																		

Term	Definition				
	<i>employees</i> for whom an <i>exception</i> does not apply	B) \$800,000			
	<i>Division 6 associated employer</i> with 201 - 5,000 <i>employees</i> for whom an <i>exception</i> does not apply	An amount equal to the lower of: A) the applicable <i>default cover</i> ; and B) \$1,500,000			
	<i>Division 6 associated employer</i> with more than 5,001 <i>employees</i> for whom an <i>exception</i> does not apply	An amount equal to the lower of: A) the applicable <i>default cover</i> ; and B) \$2,000,000			
	<i>Division 6 associated employer</i> with less than 50 <i>employees</i> for whom an <i>exception</i> applies	An amount equal to the lower of: A) the applicable <i>default cover</i> ; and B) the amount we agree to provide in writing, as advised to <i>you</i> on a case by case basis in writing.			
	<i>Division 6 associated employer</i> with 50-100 <i>employees</i> for whom an <i>exception</i> applies	An amount equal to the lower of: A) the applicable <i>default cover</i> ; and B) \$800,000			
	<i>Division 6 associated employer</i> with 101 – 2,000 <i>employees</i> for whom an <i>exception</i> applies	An amount equal to the lower of: A) the applicable <i>default cover</i> ; and B) \$1,500,000			
	<i>Division 6 associated employer</i> with more than 2,001 <i>employees</i> for whom an <i>exception</i> applies	An amount equal to the lower of: A) the applicable <i>default cover</i> ; and B) \$2,000,000			
	<p>** Where the <i>fund</i> commenced being the default superannuation fund of a <i>non-associated employer</i> on or after 1 July 2023, the automatic acceptance limit for <i>insured members</i> who are employees of that <i>employer</i> will be determined in accordance with the table below:</p>				
<table border="1"> <thead> <tr> <th data-bbox="497 1742 823 1841">Division / number of employees</th> <th data-bbox="823 1742 1430 1841">Automatic acceptance limit</th> </tr> </thead> <tbody> <tr> <td data-bbox="497 1841 823 1930"><i>Division 4 (Personal Plus) non-associated employer</i></td> <td data-bbox="823 1841 1430 1930">An amount equal to the <i>Basic death and TPD cover</i> as determined by condition 27.6.</td> </tr> </tbody> </table>	Division / number of employees	Automatic acceptance limit	<i>Division 4 (Personal Plus) non-associated employer</i>	An amount equal to the <i>Basic death and TPD cover</i> as determined by condition 27.6.	
Division / number of employees	Automatic acceptance limit				
<i>Division 4 (Personal Plus) non-associated employer</i>	An amount equal to the <i>Basic death and TPD cover</i> as determined by condition 27.6.				

Term	Definition												
<b>basic death cover:</b>	<p>means death cover in respect of an <i>insured member</i> in:</p> <ul style="list-style-type: none"> <li>a) <i>Division 6</i>, who is employed on a <i>casual basis</i>;</li> <li>b) <i>Division 6</i>, who is aged between 65 and 75;</li> <li>c) <i>Division 4 (Personal Plus)</i>; or</li> <li>d) <i>Division 4 (Retire Access)</i>,</li> </ul> <p>that is in force under this <i>policy</i> and is determined in accordance with the <i>insured member's</i> age as outlined in PART VII.</p>												
<b>basic death and TPD cover:</b>	<p>means death and <i>TPD</i> cover in respect of an <i>insured member</i> in:</p> <ul style="list-style-type: none"> <li>a) <i>Division 6</i>, who is employed on a <i>casual basis</i>;</li> <li>b) <i>Division 6</i>, who is aged between 60 and 65;</li> <li>c) <i>Division 4 (Personal Plus)</i>,</li> </ul> <p>that is in force under this <i>policy</i> and is determined in accordance with the <i>insured member's</i> age as outlined in PART VII.</p>												
<b>casual basis</b>	means employment on a casual basis and receiving a loading on hourly rate of pay in lieu of, or as advance payment for, various employment entitlements which include paid annual leave and paid personal leave.												
<b>commencement date:</b>	means the commencement of 1 July 2020.												
<b>contractor:</b>	<p>means a natural person who is:</p> <ul style="list-style-type: none"> <li>A) not employed by an <i>employer</i>;</li> <li>B) engaged by an <i>employer</i> to perform duties, services or <i>work</i> under a contract; and</li> <li>C) entitled to have superannuation contributions paid for their benefit in respect of services rendered.</li> </ul>												
<b>cover cessation age:</b>	<p>means in relation to total death cover or total <i>TPD</i> cover under this <i>policy</i> the relevant <i>annual review date</i> on which cover ceases as determined in accordance with the table below:</p> <p>Cessation age for death and <i>terminal illness</i> cover:</p> <table border="1"> <thead> <tr> <th>Division</th> <th>Cessation date for default death and <i>terminal illness</i> cover</th> <th>Cessation date for voluntary death and <i>terminal illness</i> cover</th> </tr> </thead> <tbody> <tr> <td><i>Division 6</i></td> <td>The commencement of the <i>annual review date</i> on which the <i>member's</i> age is 76 age next birthday</td> <td>The commencement of the <i>annual review date</i> on which the <i>member's</i> age is 76 age next birthday</td> </tr> <tr> <td><i>Division 2</i></td> <td>No <i>default cover</i></td> <td>The commencement of the <i>annual review date</i> on which the <i>member's</i> age is 76 age next birthday</td> </tr> <tr> <td><i>Division 5</i></td> <td>No <i>default cover</i></td> <td>The commencement of the <i>annual review date</i> on which</td> </tr> </tbody> </table>	Division	Cessation date for default death and <i>terminal illness</i> cover	Cessation date for voluntary death and <i>terminal illness</i> cover	<i>Division 6</i>	The commencement of the <i>annual review date</i> on which the <i>member's</i> age is 76 age next birthday	The commencement of the <i>annual review date</i> on which the <i>member's</i> age is 76 age next birthday	<i>Division 2</i>	No <i>default cover</i>	The commencement of the <i>annual review date</i> on which the <i>member's</i> age is 76 age next birthday	<i>Division 5</i>	No <i>default cover</i>	The commencement of the <i>annual review date</i> on which
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<b>date of disablement:</b>	<p>means the date:</p> <ul style="list-style-type: none"> <li>a) an employed person ceases all gainful <i>work</i>; or</li> <li>b) a person in a <i>domestic duties occupation</i> ceases to be able to perform <i>domestic duties</i>; or</li> <li>c) where paragraph (b) does not apply, an unemployed person ceases to be able to perform the gainful <i>work</i> the person was performing prior to becoming unemployed;</li> </ul> <p>as a result of <i>sickness</i> or <i>accident</i> that is the principal cause of the <i>TPD</i> for which a claim is made.</p>																											
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	<p>(i) the <i>division</i> to which they belong;</p> <p>(ii) their employment status; and</p> <p>(iii) their age,</p> <p>at the time default cover commences or recommences as set out in the following table:</p> <table border="1"> <thead> <tr> <th>Division</th> <th>Level of Default Cover – Death and TPD (if applicable)</th> </tr> </thead> <tbody> <tr> <td><i>Division 4 (Personal Plus) and Division 4 (RetireAccess)</i></td> <td><i>basic death cover or basic death and TPD cover as determined by condition 27.3 or 27.6 as applicable.</i></td> </tr> <tr> <td><i>Division 6 – employed on a casual basis</i></td> <td><i>basic death and TPD cover</i></td> </tr> <tr> <td><i>Division 6 – employed on a permanent basis and age next birthday 16 to 60</i></td> <td>Cover calculated according to the following formula:   <b>for insured members employed by Foxtel or Telstra Super Pty Ltd:</b>  multiple * (based on age next birthday as at the last 1 July as set out below) x <i>insured member's salary</i> (as at the last 1 October)   <b>for all other insured members:</b>  multiple* (based on age next birthday as at the last 1 July as set out below) X <i>insured member's salary</i> (as at the last 1 July).</td> </tr> <tr> <td><i>Division 6 - insured members age next birthday 61 to 65</i></td> <td><i>basic death and TPD cover</i></td> </tr> <tr> <td><i>Division 6 – insured members age next birthday 66 to 75</i></td> <td><i>basic death cover</i></td> </tr> </tbody> </table>	Division	Level of Default Cover – Death and TPD (if applicable)	<i>Division 4 (Personal Plus) and Division 4 (RetireAccess)</i>	<i>basic death cover or basic death and TPD cover as determined by condition 27.3 or 27.6 as applicable.</i>	<i>Division 6 – employed on a casual basis</i>	<i>basic death and TPD cover</i>	<i>Division 6 – employed on a permanent basis and age next birthday 16 to 60</i>	Cover calculated according to the following formula:  <b>for insured members employed by Foxtel or Telstra Super Pty Ltd:</b> multiple * (based on age next birthday as at the last 1 July as set out below) x <i>insured member's salary</i> (as at the last 1 October)  <b>for all other insured members:</b> multiple* (based on age next birthday as at the last 1 July as set out below) X <i>insured member's salary</i> (as at the last 1 July).	<i>Division 6 - insured members age next birthday 61 to 65</i>	<i>basic death and TPD cover</i>	<i>Division 6 – insured members age next birthday 66 to 75</i>	<i>basic death cover</i>																				
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<b>default superannuation fund</b>	A superannuation fund nominated by an <i>employer</i> to which they will make compulsory superannuation payments in respect of their employees (in order to discharge their superannuation guarantee obligations) in circumstances where the employee has not actively nominated a fund where they want such payments to be made, or where they do not have a stapled superannuation fund.																																																																
<b>division/s:</b>	means one or more of <i>Division 2, Division 4 (Personal Plus), Division 4 (RetireAccess), Division 5, Division 6, or Division 8 (DB)</i> , being division/s of the <i>fund</i> pursuant to the trust deed of the <i>fund</i> as at the <i>commencement date</i> .																																																																
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<b>Division 8 (DB):</b>	means the segment of the <i>fund</i> that pursuant to the trust deed of the <i>fund</i> has been designated by <i>you</i> to be the <i>division</i> to be known as Division 8 Defined Benefit, but which, with effect from 27.04.2021 became a closed segment.																																																																

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<b>domestic duties:</b>	<p>means the performance of all of the following unpaid tasks by an <i>insured member</i>:</p> <ul style="list-style-type: none"> <li>A) cooking meals for themselves or their family;</li> <li>B) cleaning the home;</li> <li>C) shopping for food;</li> <li>D) doing laundry; and</li> <li>E) where applicable, taking care of dependent children;</li> </ul> <p>but excludes any of the above tasks performed for salary, reward or profit.</p>
<b>domestic duties occupation</b>	<p>means an <i>insured member</i> who:</p> <ul style="list-style-type: none"> <li>A) is not in paid employment and performs <i>domestic duties</i> at the time of commencement of cover; or</li> <li>B) permanently or temporarily ceases work for the purpose of performing <i>domestic duties</i> and not due to <i>accident, sickness</i> or unemployment and who has not resumed employment.</li> </ul>
<b>election:</b>	<p>means the applicable instruction provided to <i>you</i>:</p> <ul style="list-style-type: none"> <li>A) by an <i>insured member</i> to continue their cover if their account becomes <i>inactive</i>; or</li> <li>B) on or after 1 July 2020 by a <i>member</i> to obtain <i>default cover</i> who does not satisfy condition 18.1.1 g) because they are aged less than 25 years or their account in the <i>fund</i> has not reached a balance of \$6,000 at least once; or</li> <li>C) to maintain cover if an <i>exception</i> no longer applies.</li> </ul>
<b>eligible member:</b>	means a person who satisfies all of the requirements of condition 18.
<b>employee/s:</b>	means a person engaged under a contract of employment and includes a <i>contractor</i> .
<b>employer:</b>	<p>means:</p> <ul style="list-style-type: none"> <li>A) the <i>principal employer</i>;</li> <li>B) <i>associated employers</i>; or</li> <li>C) <i>non-associated employers</i>,</li> </ul> <p>as applicable.</p>
<b>exception</b>	<p>means:</p> <ul style="list-style-type: none"> <li>A) a defined benefit <i>member</i>; or</li> <li>B) an <i>employer</i> sponsored <i>member</i> whose <i>employer</i> makes contributions to the <i>fund</i> in addition to its superannuation guarantee obligations and covers the full cost of the <i>insured member's default cover</i>,</li> </ul> <p>in accordance with the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth).</p>
<b>extended cover period:</b>	means the period starting from the date after a person ceases to be a <i>member</i> of the <i>fund</i> and ending 60 days after this date.

Term	Definition
<b>FSC Guidance Note 11</b>	Financial Services Council Guidance Note No. 11 Group Insurance Takeover Terms dated 9 May 2013, as amended from time to time, subject to <i>you</i> and <i>us</i> agreeing that those amendments apply in relation to this <i>policy</i> .
<b>former policy:</b>	means <i>GL451</i>
<b>forward underwriting limit:</b>	means the level applicable to an <i>insured member</i> and determined by <i>us</i> and under condition 13.1 in accordance with guidelines agreed between <i>you</i> and <i>us</i> .
<b>Foxtel:</b>	means Foxtel Management Pty Ltd ABN 65 068 671 938.
<b>full-time basis:</b>	means at least 30 hours per week.
<b>fund:</b>	means the Telstra Superannuation Scheme, which was constituted and is governed by a declaration of trust pursuant to the trust deed dated 13 June 1990 as amended from time to time.
<b>G3633-GL</b>	means this <i>policy</i> , policy number G3633-GL entered into by <i>you</i> with <i>us</i> , as amended from time to time.
<b>G3633-GSC</b>	means policy number G3633-GSC entered into by <i>you</i> with <i>us</i> , as amended from time to time.
<b>G3635-GLDB</b>	means policy number G3635-GLDB entered into by <i>you</i> with <i>us</i> , as amended from time to time.
<b>G3635-GSCDB</b>	means policy number G3635-GSCDB entered into by <i>you</i> with <i>us</i> , as amended from time to time.
<b>GL451</b>	means policy number GL451 entered into by <i>you</i> with TAL Life Limited (ABN 70 050 109 450), as amended from time to time.
<b>GSC458</b>	means policy number GSC458 entered into by <i>you</i> with TAL Life Limited (ABN 70 050 109 450), as amended from time to time.
<b>GR926-GL</b>	means policy number GR926-GL entered into by <i>you</i> with TAL Life Limited (ABN 70 050 109 450), as amended from time to time.
<b>GR926-SC</b>	means policy number GR926-SC entered into by <i>you</i> with TAL Life Limited (ABN 70 050 109 450), as amended from time to time.
<b>GR927-GL</b>	means policy number GR927-GL entered into by <i>you</i> with TAL Life Limited (ABN 70 050 109 450), as amended from time to time.
<b>group start date:</b>	means where <i>we</i> have agreed in writing for <i>associated employer cover</i> to apply in relation to an <i>associated employer</i> the date from which <i>we</i> have agreed that cover under this <i>policy</i> in respect of <i>employees</i> of that <i>associated employer</i> will begin to be provided.



Term	Definition
<b>guarantee period:</b>	means the period commencing on 1 July 2023 and ending on 30 June 2026.
<b>inactive</b>	means <i>you</i> have not received an amount in respect of the <i>insured member's</i> account in a continuous period of 16 months.
<b>insurance transfer terms:</b>	<p>means the terms which will apply to an <i>insured member</i> if all of the following requirements are satisfied:</p> <p>A) the <i>member</i> has agreed:</p> <ul style="list-style-type: none"> <li>i) to cancel the cover under the <i>previous policy</i> upon <i>our</i> acceptance of the insurance transfer application (“the application”);</li> <li>ii) not to exercise any right or entitlement to continue their cover under the <i>previous policy</i>, whether pursuant to a continuation option under the <i>previous policy</i> or otherwise;</li> <li>iii) not to transfer the cover under the <i>previous policy</i> that they are applying to transfer into this <i>policy</i> to another fund or life insurer; and</li> <li>iv) to comply with any other requirements that <i>we</i> may reasonably specify in writing.</li> </ul> <p>B) at the date of the application, the <i>member</i>:</p> <ul style="list-style-type: none"> <li>i) has not received;</li> <li>ii) has not been admitted for; and</li> <li>iii) has not satisfied the requirements for, <ul style="list-style-type: none"> <li>a total and permanent disablement benefit from: <ul style="list-style-type: none"> <li>1. any superannuation fund or <i>life policy</i> issued to such fund; or</li> <li>2. a life insurer;</li> </ul> </li> </ul> </li> </ul> <p>C) at the date of the application, the <i>member</i> has not been diagnosed by a <i>medical practitioner</i> as suffering from an illness that reduces their life expectancy to less than 24 months;</p> <p>D) the <i>member</i> must satisfy the definition of <i>active employment</i> on the date cover commences under this <i>policy</i>;</p> <p>E) <i>we</i> have been provided with evidence satisfactory to <i>us</i> of the type and amount of cover which applied to the <i>member</i> under the <i>previous policy</i> on the day before their cover commenced under this <i>policy</i>; and</p> <p>F) the <i>member</i> has completed to <i>our</i> satisfaction the application (or provided other documents <i>we</i> request for this purpose), including having truthfully and correctly answered “no” to the <i>risk control questions</i> or any other questions that <i>you</i> and <i>we</i> agree in writing from time to time.</p>
<b>insured cover:</b>	in reference to an <i>insured member</i> means the cover that is in force under this <i>policy</i> in relation to them.
<b>insured member:</b>	means a <i>member</i> for whom <i>we</i> have agreed to provide cover under this <i>policy</i> and continues to be insured under this <i>policy</i> .

Term	Definition										
<b>interim accident cover:</b>	means the cover described in condition 6.										
<b>interim accident cover period:</b>	means the period described in condition 6.4.										
<b>joining offer application</b>	means the form approved by <i>us</i> for the making of an application for <i>voluntary cover</i> in the circumstances described in condition 19.1.1.										
<b>life event:</b>	<p>means one of the following in respect of an <i>insured member</i>:</p> <ul style="list-style-type: none"> <li>A) the birth of a child/children (multiple births are counted as a single <i>life event</i>);</li> <li>B) the adoption of a child (adoption of multiple children simultaneously is counted as a single <i>life event</i>);</li> <li>C) marriage or commencement of a <i>recognised relationship</i> of the applicant;</li> <li>D) divorce or the cessation of a <i>recognised relationship</i>;</li> <li>E) death of a <i>spouse</i>;</li> <li>F) effecting a new mortgage for the purchase or construction of a place of primary residence or investment property in Australia (either alone or jointly with another person);</li> <li>G) financing renovation/improvement to a place of primary residence or investment property in Australia, where the cost of the renovation/improvement is at least \$30,000;</li> <li>H) dependent child starting primary or secondary school;</li> <li>I) buying a business with a business loan greater than \$100,000; or</li> <li>J) the <i>insured member's</i> 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup> and 45<sup>th</sup> birthday</li> </ul>										
<b>life event application:</b>	means the form approved by <i>us</i> for the making of an application for cover or additional cover in the circumstances described in conditions 20.1 or 29.1.										
<b>life event documentation:</b>	<p>means the certified copies of documentation or documentation in an electronic format reasonably agreed by <i>you</i> and <i>us</i> which are identified in the table below corresponding to the applicable <i>life event</i>:</p> <table border="1"> <thead> <tr> <th>Life event</th> <th>Evidence required</th> </tr> </thead> <tbody> <tr> <td>Birth of a child/ren</td> <td>Birth certificate</td> </tr> <tr> <td>Adoption of a child/ren</td> <td> <ul style="list-style-type: none"> <li>• Order effecting an adoption; or</li> <li>• An entry in a public official record of the adoption of a child</li> </ul> </td> </tr> <tr> <td>Marriage</td> <td>Australian marriage certificate or an equivalent overseas marriage recognised in Australia</td> </tr> <tr> <td>Commencement of <i>recognised relationship</i></td> <td>Evidence of registration/ partnership</td> </tr> </tbody> </table>	Life event	Evidence required	Birth of a child/ren	Birth certificate	Adoption of a child/ren	<ul style="list-style-type: none"> <li>• Order effecting an adoption; or</li> <li>• An entry in a public official record of the adoption of a child</li> </ul>	Marriage	Australian marriage certificate or an equivalent overseas marriage recognised in Australia	Commencement of <i>recognised relationship</i>	Evidence of registration/ partnership
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Term	Definition		
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Term	Definition
	<p>overseas marriage recognised in Australia, or evidence of registration/partnership; and</p> <p>2. Evidence of death, e.g. certified copy of death certificate or probate, police report or hospital certification.</p>
Dependent child starting primary school or secondary school	<p>All of the following:</p> <p>1. Evidence of relationship of child to applicant i.e. birth certificate, order effecting an adoption, or an entry in a public official record of the adoption of a child; and</p> <p>2. Letter on school letterhead confirming:</p> <ul style="list-style-type: none"> <li>• Start date;</li> <li>• Name of student; and</li> <li>• Whether student is starting primary or secondary school.</li> </ul>
Buying a business with a business loan greater than \$100,000	<p>Official statement from the lender stating:</p> <ul style="list-style-type: none"> <li>• Name of borrower/purchaser of the business;</li> <li>• Name of seller of the business;</li> <li>• Name of business; and</li> <li>• Date &amp; amount of loan.</li> </ul>
30 <sup>th</sup> , 35 <sup>th</sup> , 40 <sup>th</sup> and 45 <sup>th</sup> birthdays	Date of birth information provided upon joining the <i>fund</i> .

***life event time limit:***

means the time limit identified in the table below corresponding to the applicable *life event*:

Life event	Time limit
Birth of child/ren	90 days* after the date of birth/s
Adoption of child/ren	90 days* after the earlier of the date of: <ul style="list-style-type: none"> <li>▪ the order effecting adoption; and</li> <li>▪ entry in a public official record of the adoption of a child.</li> </ul>
Marriage	90 days* after the effective date of the marriage.
Commencement of a <i>recognised relationship</i>	90 days* after the effective date of the registration of a <i>recognised relationship</i> .

Term	Definition																
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<b><i>life policy:</i></b>	<p data-bbox="517 1379 1286 1408">means a “life policy” as defined under the <i>Life Insurance Act 1995</i> (Cth):</p> <ul style="list-style-type: none"> <li data-bbox="536 1429 1398 1491">A) providing death cover or death and total and permanent disablement cover; and</li> <li data-bbox="536 1512 1362 1574">B) that was in force on the day before the relevant <i>insured member’s</i> cover commenced under this <i>policy</i>; and</li> <li data-bbox="536 1594 1308 1624">C) that we agree to treat as a life policy for the purposes of this <i>policy</i>.</li> </ul>																
<b><i>limited cover:</i></b>	<p data-bbox="517 1662 1018 1691">means the <i>insured member</i> is only covered for:</p> <ul style="list-style-type: none"> <li data-bbox="536 1711 1024 1740">• <i>sickness</i> that first becomes apparent; or</li> <li data-bbox="536 1760 896 1789">• an <i>accident</i> that first occurs;</li> </ul> <p data-bbox="517 1809 1378 1872">on or after the date the cover commences, recommences or increases under this <i>policy</i> for the <i>insured member</i>.</p>																
<b><i>maximum accident cover:</i></b>	<p data-bbox="517 1906 721 1935">means \$1,500,000.</p>																

Term	Definition														
<b>maximum additional joining offer insurance</b>	<p>means the maximum amount of cover an <i>insured member</i> can apply for by means of a <i>joining offer application</i> as determined by the table below in accordance with the amount of existing cover the <i>insured member</i> has:</p> <table border="1"> <thead> <tr> <th>Existing Total Sum Insured</th> <th>Maximum Additional Insurance</th> </tr> </thead> <tbody> <tr> <td>(\$0 - \$100,000)</td> <td>\$25,000</td> </tr> <tr> <td>(\$100,001 - \$200,000)</td> <td>\$75,000</td> </tr> <tr> <td>(\$200,001 - \$300,000)</td> <td>\$100,000</td> </tr> <tr> <td>(\$300,001 - \$400,000)</td> <td>\$125,000</td> </tr> <tr> <td>(\$400,001 - \$500,000)</td> <td>\$150,000</td> </tr> <tr> <td>(\$500,001 - and above)</td> <td>\$250,000</td> </tr> </tbody> </table>	Existing Total Sum Insured	Maximum Additional Insurance	(\$0 - \$100,000)	\$25,000	(\$100,001 - \$200,000)	\$75,000	(\$200,001 - \$300,000)	\$100,000	(\$300,001 - \$400,000)	\$125,000	(\$400,001 - \$500,000)	\$150,000	(\$500,001 - and above)	\$250,000
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(\$500,001 - and above)	\$250,000														
<b>maximum additional life events insurance</b>	<p>means the maximum amount of cover an <i>insured member</i> can apply for by means of a <i>life event application</i> should a <i>life event</i> occur as determined by the table below in accordance with the amount of existing cover the <i>insured member</i> has:</p> <table border="1"> <thead> <tr> <th>Existing Total Sum Insured</th> <th>Maximum Additional Insurance</th> </tr> </thead> <tbody> <tr> <td>(\$0 - \$100,000)</td> <td>\$25,000</td> </tr> <tr> <td>(\$100,001 - \$200,000)</td> <td>\$75,000</td> </tr> <tr> <td>(\$200,001 - \$300,000)</td> <td>\$100,000</td> </tr> <tr> <td>(\$300,001 - \$400,000)</td> <td>\$125,000</td> </tr> <tr> <td>(\$400,001 - \$500,000)</td> <td>\$150,000</td> </tr> <tr> <td>(\$500,001 - and above)</td> <td>\$250,000</td> </tr> </tbody> </table>	Existing Total Sum Insured	Maximum Additional Insurance	(\$0 - \$100,000)	\$25,000	(\$100,001 - \$200,000)	\$75,000	(\$200,001 - \$300,000)	\$100,000	(\$300,001 - \$400,000)	\$125,000	(\$400,001 - \$500,000)	\$150,000	(\$500,001 - and above)	\$250,000
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<b>maximum cover limit:</b>	<p>means:</p> <ul style="list-style-type: none"> <li>A) in respect of death cover – unlimited;</li> <li>B) in respect of <i>terminal illness</i> cover - \$5,000,000; and</li> <li>C) in respect of <i>TPD</i> cover – \$5,000,000.</li> </ul>														
<b>medical practitioner:</b>	<p>means a medical practitioner who is legally qualified and registered to the equivalent Australian standards (and includes an appropriate specialist) who is not the <i>policy</i> owner or the life insured, their <i>spouse</i>, relative or business associate.</p>														
<b>member:</b>	<p>means a person who:</p> <ul style="list-style-type: none"> <li>A) was admitted into membership of the <i>fund</i>; and</li> <li>B) who has not ceased to be a member of the <i>fund</i>;</li> </ul> <p>in accordance with the <i>fund's</i> trust deed.</p>														
<b>non-associated employer:</b>	<p>means an employer who has chosen the <i>fund</i> as its <i>default superannuation fund</i> who is not the <i>principal employer</i> or an <i>associated employer</i>.</p>														

Term	Definition						
<b>occupation grouping:</b>	<p>means in relation to <i>voluntary cover</i> any of the following occupation groupings and in relation to an <i>insured member</i> means the occupation grouping which applies at the time cover commences or recommences in respect of them or the time their application to alter their occupation grouping is accepted:</p> <ol style="list-style-type: none"> <li>1) White Collar – An <i>insured member</i> in respect of whom we have received evidence, satisfactory to us and relevant to the criteria agreed in writing between you and us by which we identify the <i>insured member's</i> status as White Collar. An <i>insured member</i> performing <i>domestic duties</i> at the relevant time is considered to have a White Collar occupation grouping.</li> <li>2) Light Blue Collar – An <i>insured member</i> in respect of whom we have received evidence, satisfactory to us and relevant to the criteria agreed in writing between you and us by which we identify the <i>insured member's</i> status as Light Blue Collar.</li> <li>3) Medium Blue Collar – An <i>insured member</i> in respect of whom we have received evidence, satisfactory to us and relevant to the criteria agreed in writing between you and us by which we identify the <i>insured member's</i> status as Medium Blue Collar.</li> <li>4) Heavy Blue Collar – An <i>insured member</i> in respect of whom we have received evidence, satisfactory to us and relevant to the criteria agreed in writing between you and us by which we identify the <i>insured member's</i> status as Heavy Blue Collar.</li> </ol>						
<b>premium due date:</b>	<p>means the last day of the month immediately following the month in respect of which premium is payable.</p>						
<b>premium rates:</b>	<p>means for:</p> <p>A. <i>Default cover</i> – the weekly premium rates determined by the <i>insured member's</i> division and set out in the table below:</p> <table border="1" data-bbox="536 1370 1356 2002"> <thead> <tr> <th data-bbox="536 1370 746 1429">Division</th> <th data-bbox="746 1370 1356 1429">Premium rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="536 1429 746 1774">           Division 4  <i>(Personal Plus)</i>            and            Division 4  <i>(RetireAccess)</i> </td> <td data-bbox="746 1429 1356 1774"> <ul style="list-style-type: none"> <li>• \$1.13 per week for <i>basic death cover</i></li> <li>• \$2.17 per week for <i>basic death and TPD cover</i></li> </ul>           as set out in PART VII. APPENDIX A.             However, for <i>insured members</i> who receive units of <i>basic death cover</i> or <i>basic death and TPD cover</i> under condition 27.3 or 27.6, their premium will be the above weekly premium rate multiplied by the number of units held.         </td> </tr> <tr> <td data-bbox="536 1774 746 2002">           Division 6         </td> <td data-bbox="746 1774 1356 2002">           For <i>insured members</i> employed on a <i>casual basis</i>:           <ul style="list-style-type: none"> <li>• \$1.13 per week for <i>basic death cover</i></li> <li>• \$2.17 per week for <i>basic death and TPD cover</i></li> </ul>           as set out in PART VII. APPENDIX A.         </td> </tr> </tbody> </table>	Division	Premium rate	Division 4 <i>(Personal Plus)</i> and Division 4 <i>(RetireAccess)</i>	<ul style="list-style-type: none"> <li>• \$1.13 per week for <i>basic death cover</i></li> <li>• \$2.17 per week for <i>basic death and TPD cover</i></li> </ul> as set out in PART VII. APPENDIX A.  However, for <i>insured members</i> who receive units of <i>basic death cover</i> or <i>basic death and TPD cover</i> under condition 27.3 or 27.6, their premium will be the above weekly premium rate multiplied by the number of units held.	Division 6	For <i>insured members</i> employed on a <i>casual basis</i> : <ul style="list-style-type: none"> <li>• \$1.13 per week for <i>basic death cover</i></li> <li>• \$2.17 per week for <i>basic death and TPD cover</i></li> </ul> as set out in PART VII. APPENDIX A.
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Term	Definition																		
	<div data-bbox="539 241 1358 824" style="border: 1px solid black; padding: 5px;"> <p><i>Division 6</i></p> <p>For <i>insured members</i> employed on a permanent basis:</p> <p>i) <u>For <i>insured members</i> age next birthday 16 to 60:</u> The annual premium rates per \$1,000 of cover. Premium rates table as set out in PART IX. APPENDIX C.</p> <p>ii) <u>For <i>insured members</i> age next birthday 61 to 65:</u> \$1.13 per week for <i>basic death cover</i> \$2.16 per week for <i>basic death and TPD cover</i> as set out in PART VII. APPENDIX A.</p> <p>iii) <u>For <i>insured members</i> age next birthday 66 to 75:</u> \$1.13 per week for <i>basic death cover</i> as set out in PART VII. APPENDIX A.</p> </div> <p><b>B.</b> For cover that is:</p> <p>a. <i>voluntary cover</i>; or</p> <p>b. <i>top-up cover</i>; and/or</p> <p>c. obtained under condition 24.1.2b) or condition 28.1, the annual premium rates per \$1,000 <i>voluntary cover</i> as set out in PART VIII, subject to the following occupational premium loadings determined by the <i>insured member's occupation grouping</i>:</p> <table border="1" data-bbox="539 1182 1302 1496"> <thead> <tr> <th colspan="3" style="background-color: #004a6a; color: white;">Occupation premium loading</th> </tr> <tr> <th style="background-color: #00a6c9;">Occupation grouping</th> <th style="background-color: #00a6c9;">Death only</th> <th style="background-color: #00a6c9;">Death and TPD</th> </tr> </thead> <tbody> <tr> <td>White Collar</td> <td>1.00</td> <td>1.00</td> </tr> <tr> <td>Light Blue Collar</td> <td>1.25</td> <td>1.40</td> </tr> <tr> <td>Medium Blue Collar</td> <td>1.50</td> <td>2.00</td> </tr> <tr> <td>Heavy Blue Collar</td> <td>1.75</td> <td>2.50</td> </tr> </tbody> </table> <p>All of the premium rates above are based on the <i>policy</i> being issued on a non-participating basis.</p>	Occupation premium loading			Occupation grouping	Death only	Death and TPD	White Collar	1.00	1.00	Light Blue Collar	1.25	1.40	Medium Blue Collar	1.50	2.00	Heavy Blue Collar	1.75	2.50
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<b>previous policy:</b>	<p>means a <i>life policy</i> under the <i>Life Insurance Act 1995</i> (Cth) which:</p> <p>A) provided death cover and/or <i>total and permanent disablement</i> cover under:</p> <p>(i) a group policy through another superannuation fund;</p> <p>(ii) an insurance policy held under a superannuation fund arrangement;</p> <p>or</p> <p>(iii) a policy held outside of superannuation from a life insurer; and</p> <p>B) was in force on the day before the relevant <i>insured member's</i> cover commenced under this policy; and</p>																		



Term	Definition
	<p>C) is not subject to more than two exclusions and/or a premium loading of more than 100%; or</p> <p>D) is a policy that we agree to treat as a previous policy for the purposes of condition 12 of this policy.</p>
<b><i>principal employer:</i></b>	means the principal employer as defined in the <i>fund's</i> trust deed.
<b><i>privacy laws:</i></b>	means the <i>Privacy Act 1988</i> (Cth) as amended by the <i>Privacy Amendment (Enhancing Privacy Protections) Act 2012</i> (Cth) including the Australian Privacy Principles and any other present or future law of the Commonwealth of Australia or any State or Territory of Australia regarding the collection, use and disclosure of personal information.
<b><i>recognised relationship:</i></b>	<p>means a relationship which satisfies any one of the following:</p> <p>A) is a significant relationship for which deeds of relationship have been registered under the <i>Relationships Act 2003</i> (Tas);</p> <p>B) is a registered domestic relationship within the meaning of the <i>Relationships Act 2008</i> (Vic);</p> <p>C) is a civil partnership under the <i>Civil Partnerships Act 2008</i> (ACT);</p> <p>D) is a registered relationship within the meaning of the <i>Relationships Register Act 2010</i> (NSW); or</p> <p>E) is a registered relationship under any other State based registration scheme that <i>you</i> and <i>we</i> agree is similar.</p>
<b><i>regular occupation:</i></b>	means any form of personal exertion for the purpose of payment or profit performed by the <i>insured member</i> on a regular and recurring basis. Where the expression <i>regular occupation</i> is used in connection with a specified period of time it means any such occupation performed by the <i>insured member</i> on a regular and recurring basis during that period.
<b><i>rehabilitation program</i></b>	means a rehabilitation or retraining program which an <i>employer</i> maintains or in which an <i>employer</i> participates for or in respect of sick, injured or infirm <i>employees</i> of the <i>employer</i> as part of or in connection with its human resources policies or practices.
<b><i>risk control questions:</i></b>	<p>means the following questions as agreed between <i>you</i> and <i>us</i>, or as otherwise agreed from time to time.</p> <p>At the date of this application:</p> <p>A. Have you been told by a doctor, or medical specialist, that you have less than 24 months to live?</p> <p>B. Regardless of the hours that you are working, do you have an illness or injury that stops you from performing all of your usual work activities at least 30 hours a week?</p> <p>C. Due to an illness or injury have you been unable to work for more than 4 weeks in the last 12 months?</p>

Term	Definition
	<p>D. Has a life insurance company ever refused you cover or offered you cover subject to special terms such as an exclusion (for example not covering you for a back related condition) or an additional premium amount?</p> <p>E. Have you ever made a claim, or do you plan to make a claim, for an illness or injury from:</p> <ul style="list-style-type: none"> <li>a. Government benefits (such as sickness benefit or invalid pension)</li> <li>b. Motor accident scheme</li> <li>c. TelstraSuper or another Superannuation fund</li> <li>d. Workers' compensation or a Life insurance policy?</li> </ul>
<b>salary:</b>	<p>means:</p> <p><b>for Division 6 members:</b></p> <p>the total annual remuneration (including superannuation contributions) received from the <i>insured member's</i> gainful work, before the deduction of income tax, including:</p> <ul style="list-style-type: none"> <li>a) cash salary; and</li> <li>b) the monetary value of non-cash benefits or fringe benefits provided by the <i>member's employer</i> in direct substitution of salary, as advised to <i>you</i> by the <i>member's employer</i> from time to time. <p>Salary does not include commissions, bonuses, or overtime unless we agree in writing that it is included.</p> </li></ul>
<b>sickness:</b>	<p>means an illness or disease suffered by the <i>insured member</i>, and is diagnosed by an appropriately qualified <i>medical practitioner</i>.</p>
<b>spouse:</b>	<p>includes, with respect to an individual:</p> <ul style="list-style-type: none"> <li>A) another individual (whether of the same sex or a different sex) with whom the individual is in a relationship that is registered under a State law or Territory law prescribed for the purposes of section 22B of the <i>Acts Interpretation Act 1901</i> (Cth) as a kind of relationship prescribed for the purposes of that section; and</li> <li>B) another individual who, although not legally married to the individual, lives with the individual on a genuine domestic basis in a relationship as a couple.</li> </ul>
<b>Telstra Super Pty Ltd:</b>	<p>means Telstra Super Pty Ltd ABN 86 007 422 522.</p>
<b>terminal illness (or terminally ill):</b>	<p>an <i>insured member</i> is terminally ill if all of the following circumstances exist:</p> <ul style="list-style-type: none"> <li>A) two registered <i>medical practitioners</i> have certified, jointly or separately, that the <i>insured member</i> suffers from a <i>sickness</i> or has an <i>accident</i>, that is likely to result in the death of the <i>insured member</i> within 24 months of the date of certification ("certification period");</li> <li>B) at least one of the registered <i>medical practitioners</i> is a specialist practicing</li> </ul>

Term	Definition								
	<p>in an area related to the <i>sickness</i> or <i>accident</i> suffered by the <i>insured member</i>;</p> <p>C) for each of the certificates, the certification period has not ended at the time any claim is lodged; and</p> <p>D) we are satisfied, on medical or other evidence that despite reasonable medical treatment the <i>sickness</i> or <i>accident</i> will lead to the death of the <i>insured member</i> within the certification period.</p> <p>Cover must be current on the date of the certification.</p>								
<p><b>top-up cover:</b></p>	<p>in relation to <i>members</i> insured under the <i>former policy</i> who were insured for top-up cover as at the day before the <i>commencement date</i>, means an amount of cover provided in addition to <i>default cover</i> upon those <i>members</i> transferring into <i>Division 4</i> or <i>Division 6</i>.</p> <p>In relation to a member insured under <i>Division 2, Division 5 or Division 8 (DB)</i> who transfers to <i>Division 6</i> on or after the <i>commencement date</i>, top-up cover is the amount of cover provided in <i>Division 6</i> in addition to <i>default cover</i> in order to provide the same level of death or death and <i>TPD</i> cover as that held in <i>Division 2, Division 5 or Division 8 (DB)</i> immediately prior to their transfer.</p>								
<p><b>total and permanent disablement (or totally and permanently disabled) (TPD):</b></p>	<p>an <i>insured member</i> is totally and permanently disabled if they satisfy any* of the total and permanent disablement definitions which apply to them while they are insured for TPD under the <i>policy</i>. The definitions of TPD that apply to an <i>insured member</i> are determined by reference to their status as at the <i>date of disablement</i> in accordance with the following table:</p> <table border="1" data-bbox="517 1229 1401 1989"> <thead> <tr> <th data-bbox="517 1229 959 1339">Status of <i>insured member</i> as at the <i>date of disablement</i></th> <th data-bbox="959 1229 1401 1339">Applicable total and permanent disablement definition</th> </tr> </thead> <tbody> <tr> <td data-bbox="517 1339 959 1563"> <p>Category 1: Has been employed at any time in the last 16 months at the <i>date of disablement</i> and does not meet the criteria for Category 2.</p> </td> <td data-bbox="959 1339 1401 1563"> <p>Part 1 Unable to work</p> <p>Part 2: Day one</p> </td> </tr> <tr> <td data-bbox="517 1563 959 1771"> <p>Category 2*: Is in a <i>domestic duties occupation</i> at the <i>date of disablement</i>.</p> </td> <td data-bbox="959 1563 1401 1771"> <p>Part 3: Domestic duties</p> <p>Part 4: Activities of daily working</p> <p>Part 5: Severe mental disorder</p> </td> </tr> <tr> <td data-bbox="517 1771 959 1989"> <p>Category 3*: Has been unemployed and/or in a <i>domestic duties occupation</i> for more than 16 consecutive months at the <i>date of disablement</i>, and continues to be unemployed or in a</p> </td> <td data-bbox="959 1771 1401 1989"> <p>Part 4: Activities of daily working</p> <p>Part 5: Severe mental disorder</p> </td> </tr> </tbody> </table>	Status of <i>insured member</i> as at the <i>date of disablement</i>	Applicable total and permanent disablement definition	<p>Category 1: Has been employed at any time in the last 16 months at the <i>date of disablement</i> and does not meet the criteria for Category 2.</p>	<p>Part 1 Unable to work</p> <p>Part 2: Day one</p>	<p>Category 2*: Is in a <i>domestic duties occupation</i> at the <i>date of disablement</i>.</p>	<p>Part 3: Domestic duties</p> <p>Part 4: Activities of daily working</p> <p>Part 5: Severe mental disorder</p>	<p>Category 3*: Has been unemployed and/or in a <i>domestic duties occupation</i> for more than 16 consecutive months at the <i>date of disablement</i>, and continues to be unemployed or in a</p>	<p>Part 4: Activities of daily working</p> <p>Part 5: Severe mental disorder</p>
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Term	Definition
	<p data-bbox="518 248 1401 367"><i>domestic duties occupation at the date of disablement.</i></p> <p data-bbox="518 383 1358 454">* If an insured member satisfies the criteria for Category 3, they cannot also be considered part of Category 2.</p> <p data-bbox="555 510 815 539"><b>Part 1: Unable to work</b></p> <p data-bbox="555 557 1082 586">Due to <i>accident</i> or <i>sickness</i>, an <i>insured member</i>:</p> <p data-bbox="563 602 1422 913">A) has been continuously absent from all active <i>work</i> for a period of at least three consecutive months and has been required by their <i>employer</i> to participate in a <i>rehabilitation program</i>; and</p> <p data-bbox="563 725 1422 913">B) In <i>our</i> opinion, after consideration of any information, evidence and advice provided to <i>us</i> by the <i>fund</i> and their <i>employer</i> and any other information <i>we</i> may consider relevant, is unlikely ever to engage in any gainful <i>work</i> for which they are for the time being reasonably qualified by education, training or experience.</p> <p data-bbox="555 931 1417 1160">When an <i>insured member</i> ceases <i>work</i> due to an <i>accident</i> or <i>sickness</i>, <i>we</i> may exercise <i>our</i> discretion and waive the requirement for them to be absent from all active <i>work</i> for at least three consecutive months, to a lesser period, where the evidence concludes that they are disabled to such an extent as to render them unlikely to ever again engage in any gainful <i>work</i> for which they are reasonably suited by education, training or experience.</p> <p data-bbox="555 1176 735 1205"><b>Part 2: Day one</b></p> <p data-bbox="563 1220 1422 1928">A) following the <i>date of disablement</i>, the <i>insured member</i> has been continuously absent from all active <i>work</i>, or, in the case of the unemployed, been continuously unable to accept employment, as a result of suffering from any of the following: <i>cardiomyopathy, primary pulmonary hypertension, major head trauma, motor neurone disease, multiple sclerosis, muscular dystrophy, paraplegia, quadriplegia, hemiplegia, diplegia, tetraplegia, dementia and Alzheimer's disease, Parkinson's disease, blindness, loss of speech, loss of hearing, chronic lung disease, severe rheumatoid arthritis, or severe burns</i> (each as defined in condition 3 – Medical Condition Definitions). If the method for diagnosing a Medical Condition Definition has been superseded or otherwise revised, <i>we</i> will consider the relevant revised clinical protocol as recognised by the appropriate Australian medical body to verify the Medical Condition Definition is conclusively diagnosed and to at least the same severity. If the <i>insured member</i> would, in <i>our</i> opinion, be disadvantaged in any way by application of the updated Medical Condition Definition, the Medical Condition Definition that applied immediately prior to the update will apply; and</p> <p data-bbox="563 1944 1422 2016">B) <i>we</i> have determined, after consideration of medical and other evidence, that it is unlikely that the <i>insured member</i> will ever be able to engage in any</p>

Term	Definition
	<p>gainful <i>work</i> for which they are reasonably suited by education, training or experience and that they are likely to be disabled for life.</p> <p><b>Part 3: Domestic duties</b></p> <p>A) the <i>insured member</i>, as a result of an <i>accident</i> or <i>sickness</i>, is under the ongoing care of a <i>medical practitioner</i> and has been unable to perform <i>domestic duties</i>, or be engaged in any <i>active work</i>, for a period of 3 consecutive months; and</p> <p>B) at the end of the period of 3 consecutive months, is disabled to such an extent as to render them likely to require ongoing care from a <i>medical practitioner</i> and never again be able to perform <i>domestic duties</i> or engage in any gainful <i>work</i> for which they are reasonably qualified by education, training or experience.</p> <p><b>Part 4: Activities of daily working</b></p> <p>A) the <i>insured member</i> is, as a result of <i>accident</i> or <i>sickness</i>, permanently unable to perform at least two of the five <i>everyday working activities</i> without the physical assistance of another person, despite the use of appropriate assistive aids and that permanent inability has lasted for a continuous period of six months or more following the <i>date of disablement</i>; and</p> <p>B) is unlikely ever to engage in any gainful <i>work</i> for which they are reasonably qualified by education, training or experience;</p> <p>where <i>everyday working activities</i> means Mobility, Communicating, Vision, Lifting and Manual Dexterity and:</p> <ul style="list-style-type: none"> <li>• unable to perform Mobility means: <ul style="list-style-type: none"> <li>a) the <i>insured member</i> cannot walk more than 200m on a level surface without stopping due to breathlessness or severe discomfort; and/or</li> <li>b) the <i>insured member</i> cannot bend, kneel or squat to pick something up from the floor and straighten up again after bending, kneeling or squatting; nor can the <i>insured member</i> get in and out of a standard sedan car.</li> </ul> </li> <li>• unable to perform Communicating means: <ul style="list-style-type: none"> <li>a) the <i>insured member</i> cannot speak in their first language so that they are understood in a quiet room; nor can the <i>insured member</i> hear (with or without a hearing aid or other aid) an instruction given in a normal voice in their first language in a quiet room; and/or</li> <li>b) the <i>insured member</i> cannot understand a simple message in their first language, and relay that message to another person.</li> </ul> </li> <li>• unable to perform Vision means the <i>insured member</i> cannot, with or without glasses or contact lenses read ordinary newsprint, nor can they pass the standard eyesight test for a car license.</li> <li>• unable to perform Lifting means the <i>insured member</i> cannot lift, carry or move objects weighing up to 5kg using either or both hands.</li> </ul>

Term	Definition
	<ul style="list-style-type: none"> <li>unable to perform Manual Dexterity means the <i>insured member</i> cannot use either or both hands or fingers to manipulate small objects with precision (such as picking up a coin or fastening shoelaces or buttons, using cutlery, or using a pen or keyboard to write a short note).</li> </ul> <p>When an <i>insured member</i> ceases work due to <i>accident</i> or <i>sickness</i>, we may exercise <i>our</i> discretion and waive the requirement for them to be permanently unable to perform at least two of the five <i>everyday working activities</i> without the physical assistance of another person, despite the use of appropriate assistive aids for at least six consecutive months, to a lesser period, where the evidence concludes that they are disabled to such an extent as to render them unlikely to ever again engage in any gainful <i>work</i> for which they are reasonably suited by education, training or experience.</p> <p><b>Part 5: Severe mental disorder</b></p> <p>A) the <i>insured member</i> suffers a <i>severe mental disorder</i>; and</p> <p>B) they have been regularly attending, and undertaking medical treatment recommended by, a <i>medical practitioner</i> (including a psychiatrist) with respect to that disorder; and</p> <p>C) as a result of the <i>severe mental disorder</i>, is unlikely ever to engage in any gainful <i>work</i> for which they are reasonably qualified by education, training or experience;</p> <p>where <i>severe mental disorder</i> means a disorder that:</p> <ul style="list-style-type: none"> <li>has been diagnosed by a psychiatrist under the latest edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) (or equivalent successor document) issued by the American Psychiatric Association; and</li> <li>has been assessed by a psychiatrist appointed by <i>us</i> as having an impairment of 19% or more on the Psychiatric Impairment Rating Scale.</li> </ul> <p>In the event that any of part of this <i>TPD</i> definition is inconsistent with the regulatory condition of release of permanent incapacity, that part of the <i>TPD</i> definition shall be read down to the extent of any inconsistency but only for the purpose of compliance with the requirements of Regulation 4.07D of <i>Superannuation Industry (Supervision) Regulations 1994</i> (Cth).</p>
<b><i>underwriting requirements:</i></b>	means <i>our</i> requirements, as agreed in writing between <i>you</i> and <i>us</i> , to be supplied to <i>us</i> , in order to assess a person for cover under this <i>policy</i> .
<b><i>voluntary cover:</i></b>	means cover in respect of an <i>insured member</i> that is obtained by satisfying <i>our underwriting requirements</i> and which is not <i>top-up cover</i> or <i>default cover</i> .
<b><i>war:</i></b>	means armed aggression, whether declared or not, by a country or organisation, resisted by any other country or international organisation.
<b><i>we/our/us:</i></b>	MLC Limited ABN 90 000 000 402.
<b><i>work:</i></b>	means engagement in any business, trade, profession, vocation, calling, occupation

Term	Definition
	or employment.
<i>you/your:</i>	Telstra Super Pty Ltd ABN 86 007 422 522.

### 3. MEDICAL CONDITION DEFINITIONS


The following words or expressions used in the definition of *TPD* have the meanings set out below.

Medical Condition	Definition
<b>Blindness (permanent)</b>	means the permanent loss of sight in both eyes, whether aided or unaided, due to sickness or injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that the visual field is reduced to 20 degrees or less of arc.
<b>Cardiomyopathy (permanent)</b>	means the inability of the heart muscle to function properly resulting in permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.
<b>Chronic Lung Failure (requiring permanent oxygen therapy)</b>	means the final stage of lung disease, needing a permanent extra oxygen supply and with lung function tests known as FEV1 consistently showing results of less than one litre.
<b>Dementia including Alzheimer's disease (permanent)</b>	means the unequivocal diagnosis of Dementia or Alzheimer's disease, by a Doctor, causing permanent failure of brain function.  A deterioration in the life insured's Mini-Mental State Examination score to 24 or less is required. Alternatively, we will consider other neuropsychometric tests acceptable to us that conclusively diagnose the condition to at least the same stated level of severity.
<b>Loss of hearing in One Ear (permanent)</b>	means the irreversible loss of hearing in both ears, after which the better ear: <ul style="list-style-type: none"> <li>• has an auditory threshold of greater than 90 decibels from the frequencies of 500 hertz to 3,000 hertz, even with amplification and</li> <li>• is diagnosed and certified by an appropriate specialist Doctor, using standardised equipment.</li> </ul>
<b>Loss of speech (permanent)</b>	means the total and permanent loss of ability to speak. A claim can only be made once the initial diagnosis is reconfirmed after three months.
<b>major head trauma</b>	means physical head injury that results in the life insured suffering either: <ul style="list-style-type: none"> <li>• a permanent loss of at least 25% of the brain's mental or physical control function, or</li> <li>• permanent: <ul style="list-style-type: none"> <li>○ loss of the ability to perform one or more <b>Activities of Daily Living</b> (ADL) without physical help from someone else, or</li> <li>○ severe cognitive impairment (with a score of 15 or less out of 30 in a Mini Mental State Examination) which leads to a need for continuous supervision to protect the life insured or other people. A Mini Mental State Examination tests various functions including arithmetic ability, memory and physical orientation to assess cognitive ability.</li> </ul> </li> </ul>



	<p>The permanent loss or impairment described above must have existed for at least six months.</p> <p>For the purpose of this definition, <b>Activities of Daily Living (ADL)</b> means:</p> <ul style="list-style-type: none"> <li>• bathing or showering</li> <li>• dressing</li> <li>• moving from place to place, in and out of bed and in and out of a chair</li> <li>• eating and drinking, or</li> <li>• using the toilet.</li> </ul>
<b>Multiple sclerosis (with multiple episodes of neurological deficit and persisting neurological abnormalities)</b>	<p>means the progressive destruction of the insulating layer of myelin in the brain and / or spinal cord. The unequivocal diagnosis of Multiple Sclerosis must be by a consultant neurologist.</p> <p>There must be more than one episode of defined neurological deficit with persistent abnormalities. Neurological investigation such as lumbar puncture, MRI (Magnetic Response Imaging), evidence of lesions in the central nervous systems and evoked visual responses are required to confirm diagnosis.</p>
<b>Muscular dystrophy</b>	<p>means the unequivocal diagnosis of muscular dystrophy by a medical practitioner who is a consultant neurologist on the basis of confirmatory neurological investigations.</p>
<b>Paralysis (permanent)</b>	<p>means the total and permanent loss of the function of two or more limbs caused by damage to the nervous system.</p>
<b>Parkinson's disease (permanent)</b>	<p>means the unequivocal diagnosis of degenerative idiopathic Parkinson's disease, as characterised by the clinical manifestations of one or more of:</p> <ul style="list-style-type: none"> <li>• rigidity</li> <li>• tremor</li> <li>• akinesia from degeneration of the nigrostriatal system.</li> </ul> <p>All other types of parkinsonism (including but not limited to parkinsonism secondary to medication, vascular disease, drugs, metabolic conditions and infections) are excluded</p>
<b>Primary pulmonary hypertension</b>	<p>means a condition associated with right ventricular enlargement established by cardiac catheterisation resulting in permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.</p>
<b>Progressive and Debilitating Motor Neurone Disease</b>	<p>means the progressive weakening and wasting of the muscles of the body. The unequivocal diagnosis of motor neurone disease must be certain and supported by neurological investigations.</p>

<b>Severe burns</b>	means full thickness burns to 20% or more of the body surface, or to 50% of the face or 50% of both hands requiring surgical debridement and/or grafting.
<b>Severe rheumatoid arthritis (with significant impairment)</b>	<p>means the unequivocal diagnosis of severe rheumatoid arthritis by a Rheumatologist.</p> <p>The diagnosis must be supported by, and evidence, all of the following criteria:</p> <ul style="list-style-type: none"> <li>• at least a six-week history of severe rheumatoid arthritis which involves three or more of the following joint areas: <ul style="list-style-type: none"> <li>– proximal interphalangeal joints in the hands</li> <li>– metacarpophalangeal joints in the hands</li> <li>– metatarsophalangeal joints in the foot wrist, elbow, knee, or ankle</li> </ul> </li> <li>• simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone)</li> <li>• typical rheumatoid joint deformity, and</li> <li>• at least two of the following criteria: <ul style="list-style-type: none"> <li>– morning stiffness</li> <li>– rheumatoid nodules</li> <li>– erosions seen on x-ray imaging</li> <li>– the presence of either a positive rheumatoid factor or the serological markers consistent with the diagnosis of severe rheumatoid arthritis.</li> </ul> </li> </ul> <p>Or, if the above criteria is not met we will also consider under the following definition:</p> <p>The diagnosis must be supported and evidenced by all of the following criteria:</p> <ol style="list-style-type: none"> <li>a. diagnosis of Rheumatoid Arthritis as specified by the American College of Rheumatology and European League Against Rheumatism: 2010 Rheumatoid Arthritis Classification Criteria; and</li> <li>b. symptoms and signs of persistent inflammation (arthralgia, swelling, tenderness) in at least 20 joints or 4 large joints (ankles, knees, hips, elbows, shoulders); and</li> <li>c. the Insured person has failed at least 6 months of intensive treatment with two conventional disease modifying antirheumatic drugs (DMARDs). This excludes corticosteroids and non steroidal anti-inflammatories; and</li> <li>d. the disease must be progressive and non-responsive to all conventional therapy.</li> </ol>



Conventional therapy includes those medications available through the Australian Pharmaceutical Benefits Scheme excluding those on the 'specialised drugs' list for Rheumatoid Arthritis.

Degenerative osteoarthritis and all other arthritides are excluded.

## PART III. CONDITIONS RELATING TO COVER FOR ALL MEMBERS

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

### 4. BENEFITS

#### 4.1. Death benefit

4.1.1. If a person dies whilst they have death cover, we will pay *you* a death benefit equal to their death cover as at the date of the death of the person.

4.1.2. When we become liable to pay a death benefit in respect of a person, all cover for that person under this *policy* ceases.

#### 4.2. Terminal illness benefit

4.2.1. If a person becomes *terminally ill* whilst they have death and/or death and *TPD* cover we will pay *you* a *terminal illness* benefit at the date the person was first certified by a *medical practitioner* in accordance with the definition of *terminal illness*.

4.2.2. If the *terminal illness* benefit we pay in respect of a person is equal to that person's death cover then death and any *TPD* cover for that person ceases.

4.2.3. If the *terminal illness* benefit we pay is less than the person's death cover, *terminal illness* cover ceases but death cover in the amount equal to the difference between the *terminal illness* benefit paid and the previous death cover will continue subject to the terms of this *policy*.

#### 4.3. Total and permanent disablement benefit (TPD)

4.3.1. If a person suffers *TPD* whilst they have *TPD* cover, we will pay *you* a *TPD* benefit equal to their *TPD* cover as at their *date of disablement*.

4.3.2. If the *TPD* benefit we pay in respect of a person is equal to the person's cover in respect of death then cover for the person ceases. If the *TPD* benefit we pay is less than the person's death cover, *TPD* cover ceases but death and *terminal illness* cover in the amount equal to the difference between the *TPD* benefit paid and the previous death cover will continue subject to the terms of this *policy*.

#### 4.4. Calculation of benefits

4.4.1. In this *policy*, unless otherwise stated, the amount of the benefit payable with respect to a person is calculated as at their age next birthday as at the last *annual review date*.

#### 4.5. Maximum benefit payable

4.5.1. The total benefit that we will pay under all parts of this *policy* in respect of a person will not exceed the *maximum cover limit*.

## 5. LIMITATIONS AND EXCLUSIONS

### 5.1. Limitations and exclusions applicable to voluntary cover

5.1.1. Except for cover which comes into effect under condition 12, we will not pay a benefit in respect of *voluntary cover* if death or *TPD* is directly or indirectly caused by suicide or attempted suicide within thirteen months of:

- a) the date *voluntary cover* for benefits commences in respect of that person; or
- b) the date from which we accept any increase to *voluntary cover*, but only in respect of the increased amount.

Where we are satisfied that an *insured member's* death has occurred in full compliance with the prescribed process of the 'Voluntary Assisted Dying Legislation', and providing that the *insured member* had been diagnosed with a *terminal illness*, their death shall not be considered a suicide for the purposes of this clause.

'Voluntary Assisted Dying Legislation' means legislation of any state or territory of Australia or codified law of any foreign jurisdiction by which a person, eligible under that legislation or law, is enabled to legally and voluntarily end their life.

## **6. INTERIM ACCIDENT COVER**

### **6.1. Accident cover while we consider an application for cover or additional cover**

6.1.1. We will provide *interim accident cover* from the date (the "application date") you receive an application for cover under any of conditions 12, 19, 22.2.1 and 30.2.1.

### **6.2. Accidental death and total and permanent disablement cover**

6.2.1. If the person making the application for cover or increased cover under conditions 19, 22.2.1 and 30.2.1 (the "applicant") applies for:

- a) death cover and dies as a result of an *accident* that happens during the *interim accident cover period*, we will pay an interim accident benefit provided the death occurs within 120 days of the happening of the *accident*; or
- b) *TPD* cover and becomes *TPD* as a result of an *accident* that happens during the *interim accident cover period*, we will pay an *interim accident* benefit provided the *date of disablement* occurs within 120 days of the happening of the *accident*.

6.2.2. If the person making the application for cover or increased cover under condition 12 (the "applicant") applies for:

- a) death cover and dies as a result of an *accident* that happens during the *interim accident cover period*, we will pay an interim accident benefit provided the death occurs within 120 days of the happening of the *accident*; or
- b) *TPD* cover and becomes *TPD* as a result of an *accident* that happens during the *interim accident cover period*, we will pay an *interim accident* benefit provided the *date of disablement* occurs within 120 days of the happening of the *accident*.

### **6.3. Amount of benefit**

6.3.1. The death benefit payable under condition 6.2.1.a) will be:

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

6.3.2. The death benefit payable under condition 6.2.2.a) will be the lesser of:

- a) the amount of death cover requested in the application for cover under *insurance transfer terms* received by *you*; and
- b) the *maximum accident cover* reduced by the amount payable for the same event under the *previous policy* (to a minimum of zero)

reduced by any death amount payable (as applicable) in respect of the same event under the *previous policy*.

6.3.3. The *TPD* benefit payable under condition 6.2.1.b) will be:

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

6.3.4. The *TPD* benefit payable under condition 6.2.2.b) will be the lesser of:

- a) the amount of *TPD* cover requested in the application for cover under *insurance transfer terms* received by *you*; and
- b) the *maximum accident cover* reduced by the amount payable for the same event under the *previous policy* (to a minimum of zero)

reduced by any *TPD* amount payable (as applicable) in respect of the same event under the *previous policy*.

6.3.5. A single benefit is payable for an *applicant* and is only ever payable once.

#### **6.4. Interim accident cover period**

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

- a) the date the application is withdrawn;
- b) the date we accept the application on standard or special terms;
- c) the date we reject the application;
- d) the date we cancel the *interim accident cover* pursuant to *our* legal rights in the event of fraud by the applicant;
- e) 120 days from the *application date*;
- f) the date the applicant reaches the *cover cessation age*;
- g) the date the person ceases to be an *insured member* under condition 14.1.1;
- h) for *interim accident cover* for *TPD* – the death of the applicant; and
- i) the termination of this *policy*.

#### **6.5. Interim accident cover benefit – effect on application for cover**

6.5.1. If we pay a benefit in respect of an applicant under this condition 6 the application for cover or an increase in cover will be rejected and we will not grant that cover in respect of the applicant under this *policy*.

## 6.6. Interim accident cover benefit – exclusion

6.6.1. We will not pay a benefit under condition 6.2 where the death or *TPD* is:

- a) caused directly or indirectly by suicide (or attempted suicide) or self-inflicted *sickness* or injury caused by the applicant; or
- b) caused by a *sickness* which first became apparent or an injury which first occurred prior to the commencement of the *interim accident cover*;

## 7. CLAIMS

### 7.1. How to make a claim

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

7.1.2. We will provide you with access to any documentation which must be completed in order to initiate a claim under the policy. Where we require further information from the *insured member* in order to initiate the claim, we may contact the *insured member* directly once we have your consent to do so.

7.1.3. All documentation must be fully completed and returned to us as soon as possible, together with all necessary supporting information, so we can commence assessment of the claim.

### 7.2. Claim requirements

7.2.1 We will pay you a benefit when:

- (a) we have proof of the *insured member's* age;
- (b) the *insured member* has satisfied our claim requirements; and
- (c) we are satisfied that all the events have happened entitling you to payment of the benefit, in respect of the *insured member*.

7.2.2 We may ask for proof or information to be satisfied that you are entitled to a benefit in respect of the *insured member*. Different types of insurances may set out special claim requirements.

7.2.3 If we reasonably request it, the *insured member* must provide us with:

- (a) proof of identity;
- (b) a completed claim form;
- (c) a treating *medical practitioner's* report in a form satisfactory to us; and
- (d) any medical, employment and financial information reasonably required by us to assess the claim.

7.2.4 If we reasonably request it, for a death claim we must be provided with:

- a certified copy of the complete death certificate; and
- a certified copy of the Coroner's report.

7.2.5 If we request it, for a *terminal illness* claim the *insured member* must provide us with two treating *medical practitioner's* reports completed by different *medical practitioners* (or a single report jointly completed and signed by two different *medical practitioners*), one of whom is a specialist *medical practitioner*, in a form satisfactory to us.

- 7.2.6 If we request it, for a *total and permanent disablement* claim, the *insured member* must provide us with two treating *medical practitioner's* reports completed by different *medical practitioners*, in a form satisfactory to us.
- 7.2.7 Any proof or information that the *insured member* provides is at their cost.
- 7.2.8 If we reasonably request it, the *insured member* must fully participate in any:
- (a) medical examinations conducted by an appropriately qualified *medical practitioner* appointed by us; and
  - (b) examination or assessment by other professionals at such times as we require (including functional, employability or vocational assessments, psychological assessments, factual interviews or financial audits conducted by an appropriate third party appointed by us).
- 7.2.9 If we appoint a *medical practitioner* or other professional to conduct an examination, assessment or interview, we will pay for it.
- 7.2.10 If we request it, the *insured member* must complete any authorities including a medical authority, general authority, Centrelink authority or Medicare/Pharmaceutical Benefits Scheme authority to permit us to collect, use and disclose the *insured member's* personal information (including sensitive information).
- 7.2.11 Any information or authority that the *insured member* provides, and information that we obtain, may be used to:
- (a) assess and manage the claim;
  - (b) investigate any information or answers provided by you or the *insured member* when applying for insurance or changes in insurance to confirm whether there has been a failure to comply with the duty of disclosure or duty to take care not to make a misrepresentation or any misrepresentations have been made; and
  - (c) manage any complaint raised by an *insured member*, or by you on behalf of an *insured member*, in relation to their claim.
- 7.2.12 A benefit will only be paid if cover for the *insured member* is in force when the death, *terminal illness* or *total and permanent disablement* occur.
- 7.2.13 If we do not accept a claim we will provide our reasons to you.
- 7.2.14 All forms, documents and reports submitted to us by or on behalf of the *insured member* in support of a claim must be written in English, or if the documents originate from outside Australia and are not in English, be accompanied by a translation certified in Australia.
- 7.2.15 If a person makes a claim while they are outside Australia we may require the person to return to Australia, at no expense to us, before we assess our liability for the claim.

### **7.3 Claims assessment information**

- 7.3.1 We will provide you with a copy of any part of the claims assessment information that you ask us to provide, as soon as reasonably practicable, unless we have a legal obligation to not disclose that information.
- 7.3.2 The claims assessment information we provide to you must at all times remain confidential to you and any representative or service provider you appoint to assist with the assessment of claims unless we agree with you in writing otherwise or you have a legal obligation under legislation to disclose that information.



## **8 PREMIUMS**

### **8.1 Time to pay premiums**

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

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

### **8.2 Premium payable**

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

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

8.2.3 If, as a result of the recalculation of the premium under condition 8.2.2, *you* have paid too much, *we* will pay *you* the over-payment or use it to offset the next premium due as requested by *you*.

8.2.4 If, as a result of the recalculation of the premium under condition 8.2.2, *you* have not paid enough, *we* will notify *you* (in writing) of the additional premium (called the adjustment premium) *you* owe.

8.2.5 At each *annual review date* of the *policy* *you* must give *us* the information *we* need to adjust *your* premium and to recalculate *your* annual premium. *We* will advise *you* what information *we* need and when *we* need it.

8.2.6 *We* may otherwise agree that *you* will calculate the premium, in which case *we* will confirm the terms of this arrangement in writing.

8.2.7 The premium for any *insured member* must always be included and remitted as part of the *policy* premium described in condition 8.2.2.

8.2.8 The premium in respect of any *insured member* must be continued during any period employed overseas or any period of absence including, but not limited to, any period where cover continues during leave without pay where that cover is provided under the terms of this *policy*.

### **8.3 Overdue premiums**

8.3.1 If the premium or adjustment premium payable under condition 8.2 is not paid to *us* within 30 days after the *premium due date*, *we* may give *you* a notice and if the premium due is not paid within the time period stipulated in the notice (being at least 30 days after the notice is given), the *policy* may be terminated by *us*.

### **8.4 Misstatement of age**

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

## **9 VARIATION OF POLICY**

## 9.1 Variation by agreement

9.1.1 This *policy* may be varied by written agreement between *you* and *us* at any time. For the avoidance of doubt, this includes an agreement to reduce *premium rates* during the *guarantee period*.

## 9.2 Variation by us

9.2.1 Subject to condition 9.2.3, *we* may not during the *guarantee period* increase the *premium rates* that apply under this *policy* or change the terms of this *policy* without *your* written agreement.

9.2.2 *We* may reduce the *premium rates* at any time by giving *you* written notice specifying the effective date of the change.

9.2.3 Subject to condition 9.4.1, *we* may at any time, including during the *guarantee period*, vary the *policy* terms and conditions including the *premium rates*, for all *insured members* or for one or more categories of *insured members*, where:

a) there is a formal declaration of *war* by the Australian government,

by giving *you* prior notice of *our* intention to vary the *premium rates* as soon as is reasonably practicable, but in any event at least 90 days prior notice in writing of the change; or

b) if:

i) the *guarantee period* has expired; or

ii) there has been a decrease of 15% or more, or an increase of 25% or more, in the number of *members* insured by *us* under policies G3633-GL and G3635-GLDB since the start of the *guarantee period*; or

iii) there has been a change in the nature of the *fund's* membership such as a merger or an amalgamation with another superannuation fund as a result of which the number of *members* insured by *us* under policies G3633-GL and G3635-GLDB has changed by more than 10%; or

iv) there are legislative or regulatory changes that would impact the degree of risk of the insurance arrangements of the *fund* or the insurance offered under this *policy* or the terms and conditions would otherwise become inconsistent with the law, provided that *we* must vary the *policy* in a way which is consistent with the changes; or

v) without limiting condition iv), there is a change in federal, state or territory taxes or duties that changes *our* costs under the *policy*, provided that *we* must vary the *policy* in a way which is consistent with the changes,

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

## 9.3 Data integrity & other information

9.3.1 Subject to condition 9.4.1, *we* may acting reasonably at any time, including during the *guarantee period*, review and amend (including retrospective, if applicable) *policy* terms and conditions including the *premium rates*, for all *insured members* or for one or more categories of *insured members*, where:

a) data and/or information of any kind provided to *us* by *you* or by *your* advisers on behalf of *you*, is inaccurate and/or incomplete and in *our* appointed actuary's opinion, having considered the information and representations made by *you* or *your* advisers, necessitates

a change in the *policy* terms and conditions including the *premium rates*. For clarity, this includes data and/or information provided prior to the commencement of the *policy*; or

- b) *we* are prevented from adhering to the *policy* terms and conditions, or are required to change them, under or by legislation, regulation, or any regulatory body with supervisory/licensing authority over *us*.

#### **9.4 Variation limit**

9.4.1 Unless *you* and *we* agree otherwise, where *we* vary premiums or *policy* terms under conditions 9.2.3 and 9.3.1, the variation will be limited to the impact of the relevant condition(s) and will not include adjustment for other factors.

## **10 ADMINISTRATION & INTERPRETATION**

### **10.1 This policy**

10.1.1 This *policy*:

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

### **10.2 Termination of this policy**

10.2.1 *You* can terminate this *policy* at any time (including, for the avoidance of doubt, during the *guarantee period*, by giving *us* three month's written notice, or *we* can agree in writing on an earlier termination date with *you*.

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

- a) the situation described in condition 8.3 arises;
- b) *we* become satisfied that *you* have purposefully withheld information directly relevant or made fraudulently untrue statements to *us* in relation to this *policy*.

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

### **10.3 Notices**

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

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

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

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

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

whichever is the later.

10.3.5 *You* must supply this information in conjunction with the other information *we* require to calculate *your* premium as set out in condition 8.2.

#### **10.4 Payments**

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

#### **10.5 Records**

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

#### **10.6 Audit**

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

#### **10.7 Waiver**

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

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

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

#### **10.8 Non assignment of policy**

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

10.8.2 *We* may not assign this *policy* without *your* written agreement.

#### **10.9 Privacy statement**

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

#### **10.10 Cooling off period**

10.10.1 A 60 day cooling off period applies when *default cover* commences under condition 18, condition 24, condition 27.2 or condition 27.5, or when cover recommences under condition 14.2.2.

10.10.2 During the cooling off period *default cover* may be cancelled and premiums refunded provided that *you* receive notification of the cancellation within the 60 day period.

10.10.3 The cooling off period commences on the *insured member's* receipt of the notification of the commencement of cover or at the end of the fifth business day after *you* have issued the notification of commencement cover, whichever occurs first.

10.10.4 If *you* receive the notification of cancellation of cover within the cooling off period, *we* will cancel the cover under the *policy* in accordance with the notification.

10.10.5 The cooling off period terminates immediately if *you*, the *principal employer* or an *associated employer* (as applicable) or the *insured member* acts in a manner confirming an interest or rights under the policy.

## **10.11 Interpretation**

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

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

10.11.3 This *policy* is subject to and governed by the laws of the Commonwealth of Australia.

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

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

## **11 SPECIAL CONDITIONS**

### **11.1 Cover while on paid or unpaid leave**

11.1.1 For avoidance of doubt, subject to abiding by all *policy* conditions which apply to them, cover will continue in respect of an *insured member* while they are on paid or unpaid leave.

11.1.2 In the event of an *insured member* becoming eligible to claim a benefit for *TPD* where that *TPD* occurred during a period of paid or unpaid leave and where the *insured member* had cover under this *policy*, the applicable waiting period in respect of that benefit will be deemed to commence from the date a registered *medical practitioner* certifies the *date of disablement* in respect of an *insured member* due to an *accident* or *sickness*.

### **11.2 Worldwide cover**

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

### **11.3 Medical treatment required during total and permanent disablement**

11.3.1 Where a *medical practitioner* has recommended that a person, who has made a *TPD* claim, commence medical treatment, then this treatment must have started within the later of 30 days of the recommendation being made or the recommended date for commencement of treatment.

11.3.2 If the treatment has not started within the period required by this condition 11.3, we may refuse to assess the claim if we believe that not starting the treatment has prejudiced *our* interests including *our* ability to assess the person's entitlement to claim.

## **12 INSURANCE TRANSFER TERMS COVER**

### **12.1 Insurance transfer terms cover**

12.1.1 Cover for a *member* provided under *insurance transfer terms* comes into effect on:

- a) the date we accept the application to transfer cover pursuant to *insurance transfer terms* in respect of the *member*; and
- b) subject to cancellation of the *member's* existing cover under the *previous policy*.

12.1.2 The type and amount of cover that comes into effect for a *member* under *insurance transfer terms*:

- a) is provided as *voluntary cover*, and is in addition to any existing cover in respect of the *member* under this *policy*; and
  - b) will be of the same type of cover (if that cover is available under this *policy*) as that was provided under the *previous policy*; and
  - c) will be, subject to conditions 12.1.2d) and 12.1.3, of an amount no less than, but closest to, the amount of cover under the *previous policy*; and
  - d) cannot cause the total cover for death or death and *TPD* for the *member* to exceed the applicable *maximum cover limit*.
- 12.1.3 The maximum amount of cover that can apply as a result of all applications for *insurance transfer terms* by a *member* or *insured member* is \$2,000,000 for death or death and *TPD* cover.
- 12.1.4 Where a *member* is subject to *insurance transfer terms* then any exclusion(s), loadings or special condition(s) which:
- a) applied to the *member* under the *previous policy*; and
  - b) we apply as a condition of *our* acceptance;
- will apply to that part of their cover to which the *insurance transfer terms* relate.

## 13 VARIATION TO COVER

### 13.1 Forward underwriting limits

- 13.1.1 If cover comes into effect as a result of *our* underwriting decision under condition 22.2 and the terms of *our* acceptance include a *forward underwriting limit*, the accepted cover may increase up to the *forward underwriting limit* without further underwriting as a consequence of a *salary* increase.

### 13.2 Changes to occupation grouping

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

## 14 END OF COVER

### 14.1 End of cover

- 14.1.1 Cover for an *insured member* will end on the earliest of:
- a) the date any death benefit becomes payable for the *insured member* under this *policy*;
  - b) the date any *terminal illness* benefit becomes payable for the *insured member* under this *policy* where the amount of benefit payable equals the whole amount of death *insured cover* in respect of *insured member*;
  - c) the date any *TPD* benefit becomes payable for the *insured member* under this *policy* where the amount of benefit payable equals the whole amount of *insured cover* in respect of *insured member*;
  - d) the date the balance of the *insured member's* account in the relevant *division* from which premiums in respect of that cover are to be reimbursed to *you* by that *insured member*, is insufficient to pay for the premium unless *we* and *you* agree otherwise;
  - e) the *insured member* reaching the *cover cessation age*;
  - f) the date this *policy* terminates, subject to condition 16;

- g) without limiting condition 10.10, where applicable, the date *you* receive written advice or the date nominated by the *insured member* (whichever is the later) on the form agreed in writing between *you* and *us* from the *insured member* that they want their cover to cease;
- h) subject to condition 15 the date the person ceases to be a *member* of the *fund*;
- i) unless the *insured member* has made an election or an *exception* applies, the date their account is *inactive*;
- j) if an *exception* ceases to apply to the person and the person has not made an *election* then if;
  - i) the person's account is *inactive*; or
  - ii) the person is under 25 years of age; or
  - iii) has not had an *account balance* with the *fund* of at least \$6,000 since 1 November 2019;
 the date the *exception* ceases to apply; and
- k) on 1 April 2020 if the *insured member's account balance* has not reached \$6,000 since 1 November 2019, unless the *insured member* has made an *election* or an *exception* applies.

#### 14.2 **Resumption of cover that has ended under condition 14.1.1.i) or 14.1.1.j)**

14.2.1 If an *insured member's* cover ended under condition 14.1.1.i) or 14.1.1.j), cover will recommence for that *member* without the need for underwriting subject to all of the following conditions:

- a) the *member* must request that the cover be recommenced in a manner agreed between *you* and *us* and must make an *election*;
- b) *you* must receive the request within 60 days of the date on which cover ended under condition 14.1.1.i) or 14.1.1.j);
- c) the cover will recommence from the date the request to recommence the cover was received by *you*, subject to backdated payment of premiums from the date cover recommences;
- d) where the *member* suffers death, *terminal illness* or *TPD* and the date of death, date of certification (for *terminal illness*) or *date of disablement* for *TPD* is after cover ceased but before they requested that cover be recommenced, the *member* will not be able to claim for that event; and
- e) any cover that recommences under this condition will be subject to any previous loadings, exclusions or special conditions that applied to the *insured member's* cover prior to ceasing.

14.2.2 Cover which has ended under condition 14.1.1.i) or 14.1.1.j) i) will recommence automatically on receipt of a superannuation guarantee contribution into the *member's* account within the *fund*, subject to all of the following conditions:

- a) the *member* is an *Australian resident* and under 65 years old;
- b) the *member* is at least 25 years of age and has an *account balance* of at least \$6,000;
- c) if the *member* only held *default cover* when their cover ended, the amount of cover which recommences will be *default cover*;

- d) if the *member* held *voluntary cover* when their cover ended, the amount of cover which recommences will be the same amount of *voluntary cover* they held when their cover ended;
- e) the cover will recommence from the date the superannuation guarantee contribution is received by *you*;
- f) cover which recommences will be full cover if, on the day cover commences:
  - i) the person is *at work*; or
  - ii) the person is not *at work* but is, in *our* reasonable opinion, not restricted from being capable of performing all of the duties of the occupation for which they have been employed due to an *accident* or *sickness*,  
  
otherwise, cover will be *limited cover* until the person is *at work*, at which time full cover will commence; and
- g) any cover that recommences under this condition will be subject to any previous loadings, exclusions or special conditions that applied to the *insured member's* cover prior to ceasing.

If the superannuation guarantee contribution is not received by the *fund* within 120 days of the *member* recommencing employment, the cover will be *limited cover* for a period of 24 months. The *limited cover* restriction will be removed from the date when the *insured member* has first been *at work* following the end of that 24 month period.

## 15 EXTENDED COVER

### 15.1 Extended cover

- 15.1.1 If all of a person's cover ends under condition 14.1.1.h) and during the *extended cover period*, the person:
- a) dies;
  - b) becomes *terminally ill*; or
  - c) becomes *TPD* (if the person had *TPD* cover under this *policy* on the day cover ended),
- we will pay a benefit on the account of the person's death, *terminal illness* or *TPD* (as applicable), provided that at the date of death, *terminal illness* or *TPD* the person has not reached the *cover cessation age*. No premiums are payable in respect of the *extended cover period*.
- 15.1.2 The death, *terminal illness* or *TPD* benefit we pay in respect of a person under condition 15.1.1 will be equal to that person's death, *terminal illness* or *TPD* cover (as applicable) in force immediately prior to such cover ceasing under condition 14.1.1.h).

## 16 INSURED COVER WHEN THE POLICY TERMINATES

### 16.1 Insured cover when the policy terminates

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



## PART IV. CONDITIONS RELATING TO COVER FOR EMPLOYED MEMBERS IN DIVISION 6

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

### 17 INSURED MEMBERS WITH COVER UNDER THE FORMER POLICY IMMEDIATELY PRIOR TO THE COMMENCEMENT DATE

#### 17.1 Type and amount of cover

17.1.1 Subject to condition 17.2, if an *insured member* had cover under the *former policy* on the day immediately prior to the *commencement date* which does not cease at the end of that day, we will provide the same type and amount of *default cover* and *voluntary cover*, as applicable, that the *insured member* held under the *policy* on the day immediately prior to the *commencement date*.

#### 17.2 Limitations and restrictions

17.2.1 The insurance cover provided to an *insured member* under condition 17.1 will be subject to:

- a) the same loadings (including the additional 23% premium loading applicable to *default cover* for former *members* of *divisions 2, 5 and 8* who previously transferred to *Division 6*), exclusions, restrictions and limitations that applied to the *insured member's* cover under the *former policy* on the day immediately prior to the *commencement date* until such time as they expire according to their terms or we agree in writing to remove them; and
- b) we will provide cover and determine *our* liability for claims made in respect of *existing insured members* by applying *FSC Guidance Note 11* as the "incoming insurer" and also in accordance with letter we signed on 12 June 2020 included as Appendix F.

### 18 NEW MEMBERS

#### 18.1 Eligibility

18.1.1 Subject to condition 17, unless we otherwise agree, to be eligible to obtain *default cover* under this Part IV of the *policy* on or after the *commencement date* a person must:

- a) either:
  - i) have joined as a *deemed member* of; or
  - ii) in any other circumstances permitted by the *fund's* trust deed, have become a *member of Division 6*;
- b) be at least 15 years old;
- c) be an *Australian resident*;
- d) be under 65 years old;
- e) be employed by the *principal employer* or by an *associated employer*; and
- f) be at least 25 years of age and have an *account balance* that reaches \$6,000, unless:
  - i) the *member* has made an *election*; or
  - ii) an *exception* applies.

#### 18.2 Commencement of default cover

18.2.1 Subject to condition 18.2.4, *default cover* will begin for an *eligible member* in *Division 6* for whom an *exception* applies on the later of the date:

- a) the *eligible member* most recently became an employee of the *principal employer* or an *associated employer*; and
- b) the date the *fund* commenced being the default superannuation fund of the *associated employer*.

18.2.2 Subject to condition 18.2.3 and 18.2.4, *default cover* will begin for an *eligible member* in *Division 6* for whom an *exception* does not apply on the later of:

- a) the date the *eligible member* most recently became an *employee of the principal employer* or an *associated employer*;
- b) the date the *eligible member* is at least 25 years of age and has an *account balance* that reaches \$6,000; and
- c) the date the *fund* commenced being the default superannuation fund of the *associated employer*.

subject to *you* receiving an *election* within 120 days of the date referred to in condition 18.2.2 a) or condition 18.2.2 c) as applicable. An *election* for *default cover* is not required where condition 18.2.2 b) applies.

18.2.3 If *you* receive an *election* in respect of an *eligible member* in *Division 6* more than 120 days after the date referred to in condition 18.2.2 a) or condition 18.2.2 c), as applicable, *default cover* will only begin for the *eligible member* on the date *we* accept the *eligible member's application for opt in default cover form* in writing.

18.2.4 If an *eligible member* joins *Division 6* more than 120 days after commencing employment with the *principal employer* or an *associated employer*, *default cover* will only begin for the *eligible member* on the date *we* accept the *eligible member's application for opt in default cover form* in writing.

### **18.3 Amount of default cover**

18.3.1 The amount of *default cover* that comes into effect for a *Division 6 member* under condition 18.1 or 18.2 will be an amount equal to *default cover*.

### **18.4 Changing employment status**

18.4.1 Where an *insured member* who was employed on a *casual basis* becomes employed on a permanent basis, the *default cover* and *premium rates* which apply will be that applicable to an *insured member* employed on a permanent basis on the date that *insured member* became employed on a permanent basis. The difference in the amount of the *default cover* an *insured member* had when they were employed on a *casual basis* and the amount of *default cover* an *insured member* receives when they become employed on a permanent basis is subject to condition 17.

18.4.2 Where an *insured member* who was employed on a permanent basis becomes employed on a *casual basis*, the *default cover* and *premium rates* which apply will be that applicable to an *insured member* employed on a *casual basis* on the date that *insured member* became employed on a *casual basis*.

18.4.3 An *insured member* who has changed their employment status will retain any *voluntary cover* they had prior to changing their employment status.

### **18.5 Limitations applying to members commencing outside of usual conditions**

18.5.1 *Default cover* provided to an *eligible member* under condition 18 will be full cover if, on the day cover commences:

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

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

#### 18.6 Choice of fund members

Where a *Division 6 insured member* has made a choice of fund request, so that their *employer* no longer pays superannuation guarantee contributions on their behalf to the *fund*, an *exception* ceases to apply and cover may cease under condition 14.1.1.j) unless they make an *election*.

### 19 OPTION TO INCREASE COVER ON JOINING

#### 19.1 Option to increase cover on joining

19.1.1 Subject to the terms of this condition 19, a *Division 6 member* who is eligible to receive, or has received, *default cover* under condition 18.2.1 or condition 18.2.2 may apply to increase their death or death and *TPD* cover by means of a *joining offer application*.

#### 19.2 Eligibility

19.2.1 To be eligible to obtain additional death or additional death and *TPD* cover under condition 19.1.1, the following must be satisfied:

- a) at the date of the *joining offer application*, the *member* or *insured member* must be a *Division 6 member* and not be employed on a *casual basis*;
- b) at the date of the *joining offer application* the *insured member* must be less than 65 years of age; and
- c) you must receive the *insured member's joining offer application* within 120 days of the date the *insured member's default cover* commenced under condition 18.2.1 or condition 18.2.2, as applicable.

#### 19.3 When cover commences as a result of a joining offer application

19.3.1 In the event we accept a request for additional cover then the additional cover we agree to provide under this condition 19 will commence on the date the *insured member's default cover* commenced under condition 18.2.1 or condition 18.2.2, as applicable.

#### 19.4 Nature of increased cover

19.4.1 Any cover which comes into force under this condition 19 ("*additional joining cover*") will be *voluntary cover*.

19.4.2 The *additional joining cover* we will provide cannot:

- a) exceed the *maximum additional joining offer insurance* which applies to an *insured member*;
- b) cause the total amount of either death or death and *TPD* cover which applies to an *insured member* under this *policy* to exceed \$2 million.

19.4.3 No benefit will be payable in respect of the *additional joining cover* if the death or *TPD* is a result of an intentional self-inflicted injury within 13 months of the *insured member* being accepted for additional cover under this condition 19.

#### 19.5 Premium payable as a result of increased cover

19.5.1 Upon the increase of an *insured member's* cover under this condition 19, the amount of premium payable in respect of the *additional joining cover* obtained will be determined according to the *premium rates* set out in PART VIII.

## **19.6 Limitations applying to members commencing outside of usual conditions**

19.6.1 *Additional joining cover* provided to an *eligible member* under condition 19 will be full cover if, on the day cover commences:

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

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

## **20 OPTION TO INCREASE COVER ON OCCURRENCE OF SPECIFIED LIFE EVENTS**

### **20.1 Option to increase cover on specified life events**

20.1.1 Subject to the terms of this condition 20 an *insured member of Division 6* may apply to increase their death or death and *TPD* cover should a *life event* occur by means of a *life event application*.

### **20.2 Eligibility**

20.2.1 To be eligible to obtain additional death or additional death and *TPD* cover under condition 20, the following must be satisfied:

- a) at the date of the *life event application* the *insured member* must be a *member of Division 6*;
- b) after the acceptance of a *life event application*, the *insured member* cannot submit another *life event application* (whether for the same type of *life event* or not) until 12 months have elapsed from the date of commencement of the additional cover;
- c) at the date of the *life event application* the person must be less than 65 years of age;
- d) we must receive copies certified in the manner we determine of the requisite *life event documentation* establishing that a *life event* has occurred;
- e) we must receive the requisite *life event documentation* before the earlier of the *insured member's* death or *TPD* and the end of the *insured member's* cover under this *policy*; and
- f) the *insured member's life event application* must be received by the *fund* within either:
  - i) the *life event time limit* applicable to the particular *life event*; or
  - ii) 1 July to 30 September each year for the occurrence of particular *life event/s* during the previous financial year.

### **20.3 Exercise of Option**

20.3.1 Cover will not come into force under this condition 20 where we receive the requisite *life event documentation* after the earlier of:

- a) the *insured member's* death or *terminal illness* or, if *TPD* cover applies to the *insured member*, their *date of disablement*; or
- b) the cessation of the *insured member's insured cover* under condition 14.

### **20.4 Our discretion to accept a life event application**

20.4.1 We may either accept, decline or defer a request for additional cover for an *insured member* who completes a *life event application*.

## **20.5 When cover commences as a result of life event application**

20.5.1 In the event we accept a request for additional cover then the additional cover we agree to provide under this condition 20 will commence on the date we accept such cover in writing.

## **20.6 Nature of increased cover**

20.6.1 Any cover which comes into force under this condition 20 will be *voluntary cover*.

20.6.2 The additional cover we will provide as a result of a *life event* cannot:

- a) exceed the *maximum additional life events insurance* which applies to an *insured member*;
- b) cause the total amount of either death or death and *TPD* cover which applies to an *insured member* under this *policy* to exceed the *maximum cover limit* for death or death and *TPD* cover.

20.6.3 No benefit will be payable in respect of the additional cover received by an *insured member* under this condition 20 if the death or *TPD* is a result of an intentional self-inflicted injury within 13 months of the *insured member* being accepted for additional cover under this condition 20.

20.6.4 Any cover which comes into force under this condition 20 will be:

- a) subject to the same exclusions, loadings and other special conditions as apply to the *insured member's* existing cover; and
- b) *limited cover* until the person has been *in Active Employment* for 30 consecutive days since the increased cover commenced under condition 20.5.

## **20.7 Premium payable as a result of increased cover**

20.7.1 Upon the increase of an *insured member's* cover under condition 20, the amount of premium payable in respect of the additional cover obtained will be determined according to the *premium rates* set out in PART VIII.

## **21 COVER FOR MEMBERS OF A NEW ASSOCIATED EMPLOYER**

21.1.1 Subject to conditions 21.1.2, when we have agreed in writing to provide *insured cover* on special terms to the employees of an *associated employer*, the cover of its employees who become *members* on or after the *group start date* will be determined according to the terms of the special arrangement agreed between you and us.

21.1.2 Cover is provided under condition 21.1.1 subject to the following conditions:

- a) if there is an inconsistency between that special arrangement and the terms and conditions of this *policy*, the special arrangement applies to the extent of the inconsistency.
- b) *you* must provide *us* with such information and documentation we reasonably require and satisfy such other requirements as we agree with *you*; and
- c) to be eligible for cover under condition 21.1.1, a person must:
  - i) meet the requirements of condition 18;
  - ii) be an *employee* of an *associated employer*; and
  - iii) satisfy any terms of the special arrangement agreed between *you* and *us*.

## 22 GENERAL CONDITIONS

### 22.1 Recommencement of insured cover

22.1.1 Where cover for a *Division 6 insured member* ceases under this *policy* according to condition 14, then cover under Part IV of this *policy* will only recommence from the date *we* agree in writing to recommence cover.

### 22.2 Underwritten cover and increases and reductions in cover

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

- a) obtain new cover;
  - b) obtain *default cover*, having previously cancelled *default cover*; or
  - c) have their cover increased above the *automatic acceptance limit*;
- provided they:
- d) have not reached the *cover cessation age*;
  - e) are employed by the *principal employer*;
  - f) are employed by an *associated employer* accepted by *us* under this *policy* pursuant to condition 21; and
  - g) satisfy our *underwriting requirements*.

22.2.2 Where a person applies for cover under condition 22.2.1 and meets *our underwriting requirements*, *we*, or *you* on terms approved by *us*, may:

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

22.2.3 Any cover which comes into force under condition 22.2.2 as a result of an application under conditions 22.2.1a) or 22.2.1c) will be *voluntary cover*.

22.2.4 Any cover which *we* have accepted without applying exclusions or other special conditions under condition 22.2.2 as a result of an application under condition 22.2.1b) will be *default cover*.

22.2.5 Any cover which *we* have accepted and have applied exclusions or other special conditions under condition 22.2.2 as a result of an application under condition 22.2.1b) will be *voluntary cover*.

22.2.6 Any cover which *we* have accepted under condition 22.2.2 as a result of an application under condition 22.2.1d):

- a) without applying a premium loading, regardless of whether *we* have applied exclusions or other special conditions, will be *default cover*; or
- b) subject to premium loading, regardless of whether *we* have applied exclusions or other special conditions, will be *voluntary cover*.

22.2.7 If *we* offer to provide cover under condition 22.2.2, the increase under condition 22.2.2 will be effective from the date *we* notify *you* of *our* terms of acceptance.

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

- a) reduced or cancelled in its entirety; or
- b) reduced or cancelled to the extent it provides for death or *TPD* cover (provided *TPD* cover is always equal to or less than death cover).

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

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

## **PART V. CONDITIONS RELATING TO COVER FOR EMPLOYED (DEFINED BENEFIT) MEMBERS IN DIVISION 2, DIVISION 5 AND DIVISION 8 (DB)**

This Part V sets out additional conditions relating to *Division 2, Division 5* and *Division 8 (DB) members*.

### **23 INSURED MEMBERS WITH COVER UNDER THE FORMER POLICY IMMEDIATELY PRIOR TO THE COMMENCEMENT DATE**

#### **23.1 Type and amount of cover**

23.1.1 Subject to condition 23.2, if an *insured member* had cover under the *former policy* on the day immediately prior to the *commencement date* which does not cease at the end of that day, we will provide the same type and amount of *voluntary cover*, as applicable, that the *insured member* held under the *former policy* on the day immediately prior to the *commencement date*.

#### **23.2 Limitations and restrictions**

- a) The insurance cover provided to an *insured member* under condition 23.1 will be subject to the same loadings, exclusions, restrictions and limitations that applied to the *insured member's* cover under the *former policy* on the day immediately prior to the *commencement date* until such time as they expire according to their terms or we agree in writing to remove them.
- b) We will provide cover and determine *our* liability for claims made in respect of existing *insured members* by applying *FSC Guidance Note 11* as the "incoming insurer" and also in accordance with letter we signed on 12 June 2020 included as Appendix F.

### **24 TRANSFERS FROM DIVISION 2, DIVISION 5 OR DIVISION 8 (DB) INTO DIVISION 6 ON OR AFTER THE COMMENCEMENT DATE**

24.1.1. A *Division 2, Division 5* or *Division 8 (DB) member* who transfers into *Division 6* is eligible to receive cover under this *policy* as described in this condition 24 if they satisfy all of the following conditions on the date specified in condition 24.1.5:

- a) must be at least 15 years old;
- b) must be an *Australian resident*;
- c) must not have reached the *cover cessation age*;
- d) must be employed by the *principal employer* or be employed by an *associated employer* accepted by *us* under this *policy* pursuant to condition 21; and
- e) must be at least 25 years of age and have an *account balance* that reaches \$6,000, unless:
  - i) the *member* has made an *election*; or
  - ii) an *exception* applies.

24.1.2. Subject to condition 24.1.6., if a *Division 2, Division 5* or *Division 8 (DB) member* who transfers into *Division 6* satisfies all the eligibility conditions under condition 24.1.1, they will receive:

- a) *default cover* applicable to *Division 6 members*; and
- b) an amount of *top-up cover* equal to the death or death and *TPD* cover required to provide the *insured member* with the same level of cover (being cover that was automatically accepted without underwriting) as that held in *Division 2, Division 5* or *Division 8 (DB)* under the policy *G3635-GLDB* as applicable immediately prior to their transfer to *Division 6*.

24.1.3. The *occupation grouping* which applies to the cover under condition 24.1.2.b) is White Collar unless a different *occupation grouping* applies to any *voluntary cover* the *insured member* has



as a *Division 2, Division 5 or Division 8 (DB) member* prior to the transfer, in which case that *occupation grouping* will apply to the cover under condition 24.1.2.b).

24.1.4. In addition to the cover a *Division 2, Division 5 or Division 8 (DB) member* who transfers into *Division 6* will receive under condition 24.1.2. or 24.1.3, any *voluntary cover* they had under this policy as an *insured member of Division 2, Division 5 or Division 8 (DB)* will be cancelled and will continue under *Division 6* as *voluntary cover* from the effective date applicable to the *insured member* under condition 24.1.5.

24.1.5. The date cover will commence in *Division 6* under conditions 24.1.2. and 24.1.4. ("effective date") is the date you transfer the cover from *Division 2, Division 5 or Division 8 (DB)* as applicable into *Division 6*.

24.1.6. Cover under condition 24.1.4. is subject to the following conditions:

- a) any individual conditions, exclusions or restrictions which applied to their *voluntary cover* in *Division 2, Division 5 or Division 8 (DB)* will continue to apply until such time as they expire according to their terms;
- b) if the *insured member's voluntary cover* in *Division 2, Division 5 or Division 8 (DB)* was limited cover, this cover will also be limited cover until such time as those conditions expire according to their terms; and
- c) if on the effective date referred to in condition 24.1.5, the *insured member* is:
  - i) *at work*; or
  - ii) not *at work* but is, in *our* opinion, not restricted from being capable of performing all of the duties of the occupation for which they have been employed due to an *accident or sickness*;

the cover they will receive will be full cover. Otherwise, cover will be *limited cover* until the person is *at work*, at which time full cover will commence, unless a longer period arises out of condition 24.1.6 a) or b), in which case the longer period under condition 24.1.6 a) or b) applies.

24.1.7. The *premium rates* which apply to a *member's* cover under condition 24.1.2.a) are 123% of the *premium rates* applicable to *Division 6 default cover*.

24.1.8. If an *insured member* who obtained cover under condition 24.1.2 changed their employment from *permanent basis* to *casual basis* after their transfer into *Division 6*, their cover under condition 24.1.2.a) will be converted to *default cover* applicable to an *insured member* employed on a *casual basis* on the date that *insured member* became employed on a *casual basis*. The *premium rates* which apply will be 123% of the *premium rates* applicable to *Division 6 default cover* for *insured members* employed on a *casual basis*.

24.1.9. The *premium rates* which apply to a *member's* cover under 24.1.4. are the *premium rates* that apply to *voluntary cover*.

24.1.10. Despite any other provision where a *member* receives cover in *Division 6* under this condition 24, a benefit under *Division 6* under condition 24.1.2. will not be payable where an insured death or insured total and permanent disablement/invalidity benefit is payable under the *fund's* trust deed, policies *G3635-GLDB, GL451, GR927-GL* or any other prior or current policy under which insurance is provided to *you* with respect to the same *member*.

## **25 UNDERWRITTEN COVER AND INCREASES AND REDUCTIONS IN COVER**

### **25.1 Underwritten cover and increases and reductions in cover**

- 25.1.1 A *Division 2* or *Division 5 member* can in the manner agreed between *you* and *us* apply to obtain new cover, provided they:
- a) have not reached the *cover cessation age*; and
  - b) satisfy our *underwriting requirements*.
- 25.1.2 Where a person applies for cover under condition 25.1.1 and meets our *underwriting requirements*, we, or *you* on terms approved by *us*, may:
- a) accept or decline that person's request for cover; or
  - b) apply exclusions or other special conditions to any cover which is accepted in writing.
- 25.1.3 Any cover which comes into force under condition 25.1.2 will be *voluntary cover*.
- 25.1.4 If we offer to provide cover under condition 25.1.2, the increase under condition 25.1.2 will be effective from the date we notify *you* of our terms of acceptance.
- 25.1.5 The amount of *insured cover* which applies under Part V, can at any time, by notification to *us* by *you*, or by notification to *you* by the *member* on terms approved by *you* and *us* in writing, or any other form as agreed by *you* and *us*, be:
- a) reduced or cancelled in its entirety; or
  - b) reduced or cancelled to the extent it provides for death or *TPD* cover (provided *TPD* cover is always equal to or less than death cover).
- 25.1.6 The reduction or cancellation will take effect from the later of the following:
- a) the date on which *we* or *you* receive the notification in written form, or any other form as agreed by *you* and *us*; and
  - b) where applicable, the date nominated by the *insured member* in the notification referred to in paragraph a) as the date that they want cover to reduce or cease.

## PART VI. CONDITIONS RELATING TO COVER FOR PERSONAL MEMBERS IN DIVISION 4 (PERSONAL PLUS) AND DIVISION 4 (RETIREACCESS)

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

### 26 INSURED MEMBERS WITH COVER IMMEDIATELY PRIOR TO THE COMMENCEMENT DATE

#### 26.1 Type and amount of cover

26.1.1 Subject to condition 26.2, if an *insured member* had cover under the *former policy* on the day immediately prior to the *commencement date* which does not cease at the end of that day, we will provide the same type and amount of *default cover* and *voluntary cover*, as applicable, that the *insured member* held under the *former policy* on the day immediately prior to the *commencement date*.

#### 26.2 Limitations and restrictions

26.2.1 The insurance cover provided to an *insured member* under condition 26.1 will be subject to:

- a) the same loadings, exclusions, restrictions and limitations that applied to the *insured member's* cover under the *former policy* on the day immediately prior to the *commencement date* until such time as they expire according to their terms or we agree in writing to remove them; and
- b) we will provide cover and determine *our* liability for claims made in respect of *existing insured members* by applying *FSC Guidance Note 11* as the "incoming insurer". and also in accordance with letter we signed on 12 June 2020 included as Appendix F.

### 27 NEW MEMBERS

#### 27.1 Eligibility – public offer members

27.1.1 Subject to condition 27.4, unless we otherwise agree, to be eligible to obtain *insured cover* under this Part VI of the *policy* after the *commencement date* a person must:

- a) either:
  - i) have signed and lodged an *application for membership* with you to become a *member*, or have joined as a *deemed member* other than in the circumstances set out in condition 27.4; or
  - ii) in any other circumstances permitted by the *fund's* trust deed, have become a *member*,  
  
of *Division 4 (Personal Plus)* or *Division 4 (RetireAccess)*;
- b) be at least 15 years old;
- c) be an *Australian resident*;
- d) not have reached the *cover cessation age*; and
- e) have made an *election*.

#### 27.2 Eligibility for, and commencement of, default cover for new public offer members

27.2.1 In addition to satisfying condition 27.1 to be eligible to obtain *default cover* as a new *Division 4 (Personal Plus)* or new *Division 4 (RetireAccess)* member on or after the *commencement date* a person must have satisfactorily completed the *risk control questions*, either on the *application for*

membership for *Division 4 (Personal Plus)* or *Division 4 (RetireAccess)*, or on another form acceptable to us.

27.2.2 Unless condition 27.2.3 applies, *default cover* for a *member* of *Division 4 (Personal Plus)* or *Division 4 (RetireAccess)* will begin for a person that is eligible to obtain it under conditions 27.1.1 and 27.2.1 from the date both of the following are satisfied:

- a) the completed *application for membership* is received by you; and
- b) the date the *member* has sufficient *account balance* for the payment of applicable premiums with respect to their cover.

27.2.3 *Default cover* for a *member* who joined *Division 4 (Personal Plus)* as a *deemed member* will begin, for a person that is eligible to obtain it under conditions 27.1.1 and 27.2.1, from the date the person becomes a *deemed member* of the *fund*, provided satisfactorily completed *risk control questions* are received by you within 120 days of the date they became a *deemed member*.

### 27.3 Amount of default cover for new public offer members

27.3.1 The amount of *default cover* that comes into effect for a new *Division 4 (Personal Plus)* *member* under condition 27 after the *commencement date* will be:

- a) an amount of cover equal to the *basic death cover* where the *member* has completed the relevant questions on the *application for membership* for *Division 4 (Personal Plus)* for death only cover;
- b) an amount of cover equal to the *basic death and TPD cover* where the *member* has completed the relevant questions on the *application for membership* for *Division 4 (Personal Plus)* for death and *TPD* cover.

27.3.2 The amount of *default cover* that comes into effect for a new *Division 4 (RetireAccess)* *member* under condition 27.2.1 after the *commencement date* will be an amount of cover equal to the *basic death cover*.

### 27.4 Eligibility – non-associated employer members

Unless we agree otherwise, providing the *fund* has commenced being the *default superannuation fund* of a *non-associated employer* on or after 1 July 2023, to be eligible to obtain *default cover* under this Part VI of the *policy* a person must:

- (a) have become a *member* of *Division 4 (Personal Plus)* of the *fund* because they are employed by the same *non-associated employer* who has made a superannuation guarantee contribution on their behalf;
- (b) be at least 15 years old;
- (c) be an *Australian resident*;
- (d) not have reached the *cover cessation age*; and
- (e) be at least 25 years of age and have an *account balance* that reaches \$6,000, unless the *member* has made an *election*.

### 27.5 Commencement of default cover – non-associated employer members

27.5.1 Subject to condition 27.5.2 and 27.5.3, *default cover* will begin for a *member* who satisfies condition 27.4 on the later of:

- a) the date this *member* most recently became an *employee* of the *non-associated employer*;

- b) the date this *member* is at least 25 years of age and has an *account balance* that reaches \$6,000; and
- c) the date the *fund* commenced being the default superannuation fund of the *non-associated employer*;

subject to *you* receiving an *election* within 120 days of the date referred to in condition 27.5.1 a) or condition 27.5.1 c) as applicable. An *election* for *default cover* is not required where condition 27.5.1 b) applies.

27.5.2 If *you* receive an *election* in respect of a *member* in *Division 4 (Personal Plus)* more than 120 days after the date referred to in condition 27.5.1 a) or condition 27.5.1 c), as applicable, *default cover* will only begin for the *member* on the date we accept the *member's application for opt in default cover form* in writing.

27.5.3 If an *eligible member* joins *Division 4 (Personal Plus)* more than 120 days after commencing employment with a *non-associated employer*, *default cover* will only begin for the *eligible member* on the date we accept the *eligible member's application for opt in default cover form* in writing.

#### **27.6 Amount of default cover – non-associated employer members**

The amount of *default cover* that begins for a *Division 4 (Personal Plus)* *member* under condition 27.5 will be an amount of cover equal to the *basic death and TPD cover*.

#### **27.7 Limitations on default cover – non-associated employer members**

*Default cover* provided to a *member* which begins under condition 27.5 will be *limited cover* until the person has satisfied *active employment* for 30 consecutive days, at which time full cover will commence.

## **28 TRANSFER OF COVER FROM A DIVISION OF THE FUND TO DIVISION 4 AND TRANSFERS OF COVER WITHIN DIVISION 4 ON OR AFTER THE COMMENCEMENT DATE**

### **28.1 Transfers as a result of cessation of employment for Division 2, Division 5, Division 6 and Division 8 (DB) members**

28.1.1 Where a *member's* cover as a *member* of *Division 2, Division 5, Division 6* or *Division 8 (DB)* ("*former cover*") ceases under that *division* as a result of terminating employment with the relevant *employer*, we will transfer the *member's former cover* to *Division 4 (Personal Plus)* ("*transferred cover*") provided that they satisfy all of the following conditions immediately prior to the transfer:

- a) must be an *Australian resident*;
- b) must not have reached the *cover cessation age*;
- c) must be at least 25 years of age and have an *account balance* of at least \$6,000, unless the *member* has made an *election* no later than 120 days after the date the *member* terminated employment with the relevant *employer*; and
- d) must be at least 15 years of age.

28.1.2 A *member* will not receive cover under condition 28.1 where they have notified *you* prior to their cover being transferred that they do not wish to have cover under Part VI of this *policy*.

28.1.3 The *transferred cover* a person receives under condition 28.1 will come into effect on the date *you* transfer the cover into *Division 4 (Personal Plus)*.

28.1.4 A *Division 4 (Personal Plus)* *member* who is not eligible to receive *default cover* under conditions 28.1.1 may apply for cover in accordance with condition 30.2.

### **28.2 Transfers as a result of application to join Division 4 (RetireAccess)**

28.2.1 Where a *member* applies to join *Division 4 (RetireAccess)*, either before or after we transfer the *member's former cover* to *Division 4 (Personal Plus)* under condition 28:

- a) we will transfer the *member's death cover* to *Division 4 (RetireAccess)*; and
- b) the *member's TPD cover* will cease.

28.2.2 The *transferred cover* a person receives under condition 28.2.1.a) will come into effect on the date *you* transfer the death cover into *Division 4 (RetireAccess)*.

### 28.3 Amount of transferred cover

28.3.1 The cover an *insured member* has after a transfer under condition 28.1 will be:

- a) the number of units, including part units, of *basic death and TPD cover* required to provide cover in an amount that is no less than but closest to the amount of *default cover* that applied prior to the transfer to *Division 4 (Personal Plus)*; plus
- b) if the *insured member* had *voluntary cover*, *voluntary cover* equal to the amount of *voluntary cover* that applied prior to the transfer to *Division 4 (Personal Plus)*.

28.3.2 The cover an *insured member* has after a transfer under condition 28.2.1.a) will be:

- a) the number of units, including part units, of *basic death cover* required to provide cover in an amount that is no less than but closest to the amount of *default cover* that applied prior to the transfer to *Division 4 (Personal Plus)*; plus
- b) *voluntary cover* for death only equal to the amount of *voluntary cover* (whether that cover was for death only or for death and *TPD*) that applied prior to the transfer to *Division 4 (Personal Plus)*.

### 28.4 Conditions applicable to transferred cover

28.4.1 Cover under condition 28.1 or 28.2.1 is subject to the following conditions:

- a) any individual conditions, exclusions or restrictions which applied to their *former cover* will continue to apply until such time as they expire according to their terms;
- b) if the *insured member's former cover* was *limited cover*, the *transferred cover* will also be *limited cover* until such time as those conditions expire according to their terms; and
- c) subject to 28.4.1.a) and 28.4.1.b), if on the date *you* transfer the cover into *Division 4* under condition 28.1.3 or 28.2.2, the *insured member* satisfies the definition of *active employment*, the cover they will receive will be full cover. Otherwise, cover will be *limited cover* until the *insured member* is in *active employment*, at which time full cover will commence.

28.4.2 Despite any other provision, where a *member* receives cover in *Division 4* under condition 28.1 or condition 28.2, a benefit under *Division 4* under conditions 28.3.1. or 28.3.2. will not be payable where an insured death or insured total and permanent disablement/invalidity benefit is payable under the *fund's* trust deed, policies *G3635-GLDB*, *GL451*, *GR927-GL* or any other prior or current policy under which insurance is provided to *you* with respect to the same *member*.

## 29 OPTION TO INCREASE COVER ON SPECIFIED LIFE EVENTS

### 29.1 Option to increase cover on specified life events

29.1.1 Subject to the terms of this condition 29 an *insured member* of *Division 4 (Personal Plus)* may apply to increase their death or death and *TPD cover*, or an *insured member* of *Division 4 (Retire Access)* may apply to increase their death cover, should a *life event* occur by means of a *life event application*.

## 29.2 Eligibility

29.2.1 To be eligible to obtain additional death or additional death and *TPD* cover under condition 29, the following must be satisfied:

- a) at the date of the *life event application* the *insured member* must be a member of *Division 4 (Personal Plus or Division 4 (Retire Access))*;
- b) after the acceptance of a *life event application*, the *insured member* cannot submit another *life event application* (whether for the same type of *life event* or not) until 12 months have elapsed from the date of commencement of the additional cover;
- c) at the date of the *life event application* the *insured member* must be less than 65 years of age;
- d) we must receive copies certified in the manner we determine of the requisite *life event documentation* establishing that a *life event* has occurred;
- e) we must receive the requisite *life event documentation* before the earlier of the *insured member's* death or *TPD* and the end of the *insured member's* cover under the *policy*;
- f) the *insured member's life event application* must be received by the *fund* within either:
  - i) the *life event time limit* applicable to the particular *life event*; or
  - ii) 1 July to 30 September each year for the occurrence of particular *life event/s* during the previous financial year.

## 29.3 Exercise of Option

29.3.1 Cover will not come into force under this condition 29 where we receive the requisite *life event documentation* after the earlier of:

- a) the *insured member's* death or *terminal illness* or, if *TPD* cover applies to the *insured member*, their *date of disablement*; or
- b) the cessation of the *insured member's insured cover* under condition 14.

## 29.4 Our discretion to accept a life event application

29.4.1 We may either accept, decline or defer a request for additional cover for an *insured member* who completes a *life event application*.

## 29.5 When cover commences as a result of life event application

29.5.1 In the event we accept a request for additional cover then the additional cover we agree to provide under this condition 29 will commence on the date we accept such cover in writing.

## 29.6 Nature of increased cover

29.6.1 Any cover which comes into force under this condition 29 will be *voluntary cover*.

29.6.2 The additional cover we will provide as a result of a *life event* cannot:

- a) exceed the *maximum additional life events insurance* which applies to an *insured member*;
- b) cause the total amount of either death or death and *TPD* cover which applies to an *insured member* under this *policy* to exceed the *maximum cover limit* for death or death and *TPD* cover.

29.6.3 No benefit will be payable in respect of the additional cover received by an *insured member* under this condition 29 if the death or *TPD* is a result of an intentional self-inflicted injury within 13 months of the *insured member* being accepted for additional cover under this condition 29.

29.6.4 Any cover which comes into force under this condition 29 will be:

- a) subject to the same exclusions, loadings and other special conditions as apply to the *insured member's* existing cover; and
- b) *limited cover* until the *insured member* has been in *Active Employment* for 30 consecutive days.

## **29.7 Premium payable as a result of increased cover**

29.7.1 Upon the increase of *insured member's* cover under condition 29, the amount of premium payable in respect of the additional cover obtained will be determined according to the *premium rates* set out in Appendix B.

## **30 GENERAL CONDITIONS**

### **30.1 Recommencement of insured cover**

30.1.1 Where cover for a *Division 4 (Personal Plus)* or *Division 4 (RetireAccess)* *insured member* ceases under this *policy* according to condition 14, then cover under Part VI of this *policy* will only recommence from the date we agree in writing to recommence cover .

### **30.2 Underwritten cover and increases and reductions in cover**

30.2.1 Subject to clause 30.2.2, a *Division 4 (Personal Plus)* or *Division 4 (Retire Access)* *insured member* can in the manner agreed between *you* and *us* apply to have their cover increased provided they:

- a) have not reached the *cover cessation age*; and
- b) satisfy *our underwriting requirements*.

30.2.2 If all the following circumstances are satisfied:

- a) the *fund* commenced being the default superannuation fund of a *non-associated employer* on or after 1 July 2023; and
- b) a *Division 4 (Personal Plus)* *insured member* is an employee of that *non-associated employer* referred to in clause 30.2.2(a);

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

- c) have their cover increased above the *automatic acceptance limit*;
- d) obtain new cover; or
- e) obtain *default cover*, having previously cancelled their *default cover*,

provided they:

- i) have not reached the *cover cessation age*; and
- ii) satisfy *our underwriting requirements*

30.2.3 Where a person applies for cover under condition 30.2.1 or 30.2.2 and meets *our underwriting requirements*, *we*, or *you* on terms approved by *us*, may:

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

30.2.4 If we offer to provide cover under condition 30.2.1 or 30.2.2, the increase under condition 30.2.1 or 30.2.2 (as applicable) will be effective from the date we notify *you* of *our* terms of acceptance.



30.2.5 The amount of *insured cover* which applies to a *Division 4 (Personal Plus)* or *Division 4 (RetireAccess)* *insured member*, as provided for under Part VI of this *policy*, can at any time, by notification to *us* by *you*, or by notification to *you* by the *insured member* on terms approved by *you* and *us* in writing, or any other form as agreed by *you* and *us*, be:

- a) reduced or cancelled in its entirety; or
- b) reduced or cancelled to the extent it provides for death or *TPD* cover for *Division 4 (Personal Plus)* *members*.

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

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

### **30.3 Members with multiple fund accounts**

30.3.1 *Members* with multiple accounts, in the same or different *divisions*, are only eligible for one instance of *default cover* in the *fund*. Where *members* are or will become entitled to receive more than one instance of *default cover* in the *fund*, they will need to select which cover they wish to retain.

30.3.2 *Members* with a *Division 4 (Personal Plus)* account who subsequently become a *Division 6 insured member*, may apply to transfer any *voluntary cover* only which is held in their *Division 4* account to their *Division 6* account. The *member* will need to provide an *election* if applicable. Any exclusions, special conditions or premium loadings applying to the *insured member's* *voluntary cover* will continue to apply until they expire according to their terms. For the avoidance of doubt, any *top-up cover* may not be transferred.

## PART VII. APPENDIX A

### BASIC COVER SCALE

Age next birthday	Death cover	TPD cover
16	155,194	155,194
17	155,194	155,194
18	155,194	155,194
19	155,194	155,194
20	155,194	155,194
21	155,194	155,194
22	155,194	155,194
23	155,194	155,194
24	155,194	155,194
25	155,194	155,194
26	134,681	134,681
27	134,681	134,681
28	134,681	134,681
29	134,681	134,681
30	134,681	134,681
31	134,681	134,681
32	134,681	134,681
33	134,681	134,681
34	134,681	134,681
35	134,681	134,681
36	115,560	115,560
37	112,500	112,500
38	109,260	109,260
39	101,520	101,520
40	96,415	96,415
41	90,686	90,686
42	84,484	84,484
43	78,696	78,696
44	73,898	73,898
45	68,134	68,134
46	61,511	61,511
47	56,524	56,524
48	52,109	52,109
49	48,413	48,413
50	44,718	44,718
51	41,204	41,204
52	37,868	37,868
53	34,533	34,533
54	31,376	31,376
55	29,095	29,095
56	25,335	25,335
57	22,451	22,451
58	19,980	19,980
59	18,000	18,000
60	16,585	16,585
61	14,760	14,760
62	13,964	13,964
63	13,244	13,244
64	12,794	12,794
65	12,254	12,254
66	11,353	0
67	10,519	0
68	9,734	0
69	9,016	0
70	8,349	0
71	7,733	0
72	7,158	0
73	6,624	0
74	6,133	0
75	5,676	0

**PART VIII. APPENDIX B**

**i) PREMIUM RATES FOR VOLUNTARY COVER – DIVISION 4**

PREMIUM RATES FOR VOLUNTARY COVER – DIVISION 4				
Rates per annum per \$1,000 of cover				
Age next birthday	Death only		Death and Total and Permanent Disablement	
	Male	Female	Male	Female
16	0.63	0.35	0.64	0.36
17	0.75	0.35	0.76	0.36
18	0.81	0.33	0.86	0.35
19	0.87	0.33	0.95	0.35
20	0.88	0.32	0.96	0.33
21	0.88	0.32	0.98	0.33
22	0.87	0.29	0.98	0.30
23	0.82	0.27	0.95	0.29
24	0.80	0.26	0.95	0.29
25	0.75	0.25	0.91	0.27
26	0.73	0.21	0.87	0.27
27	0.69	0.20	0.84	0.26
28	0.63	0.20	0.79	0.27
29	0.61	0.19	0.76	0.29
30	0.55	0.19	0.75	0.30
31	0.54	0.20	0.73	0.31
32	0.53	0.20	0.71	0.36
33	0.53	0.21	0.71	0.40
34	0.53	0.26	0.73	0.46
35	0.53	0.27	0.75	0.53
36	0.54	0.29	0.79	0.57
37	0.55	0.33	0.83	0.68
38	0.62	0.37	0.95	0.76
39	0.66	0.42	1.01	0.88
40	0.73	0.48	1.15	0.99
41	0.75	0.53	1.29	1.14
42	0.83	0.56	1.44	1.25
43	0.93	0.66	1.63	1.42
44	1.00	0.73	1.82	1.61

PREMIUM RATES FOR VOLUNTARY COVER – DIVISION 4				
Rates per annum per \$1,000 of cover				
Age next birthday	Death only		Death and Total and Permanent Disablement	
	Male	Female	Male	Female
45	1.11	0.79	2.07	1.79
46	1.21	0.87	2.32	1.99
47	1.35	0.96	2.62	2.20
48	1.44	1.01	2.92	2.44
49	1.61	1.11	3.26	2.69
50	1.72	1.20	3.62	3.01
51	1.88	1.29	4.04	3.30
52	2.01	1.37	4.43	3.69
53	2.18	1.48	4.89	4.07
54	2.36	1.61	5.42	4.53
55	2.54	1.69	5.92	4.98
56	2.72	1.81	6.50	5.55
57	2.93	1.90	7.08	6.13
58	3.17	2.01	7.77	6.78
59	3.41	2.14	8.47	7.46
60	3.68	2.24	9.22	8.12
61	3.96	2.38	10.05	8.79
62	4.28	2.50	10.91	9.48
63	4.62	2.64	11.83	10.16
64	5.00	2.80	12.85	10.87
65	5.42	2.96	13.92	11.56
66	5.84	3.14	n/a	n/a
67	6.30	3.34	n/a	n/a
68	6.81	3.54	n/a	n/a
69	7.36	3.75	n/a	n/a
70	7.94	3.98	n/a	n/a
71	8.58	4.22	n/a	n/a
72	9.27	4.47	n/a	n/a
73	10.02	4.74	n/a	n/a
74	10.82	5.02	n/a	n/a
75	11.69	5.32	n/a	n/a

ii) PREMIUM RATES FOR VOLUNTARY COVER – DIVISIONS 2, 5, 6 and 8 (DB)

PREMIUM RATES FOR VOLUNTARY COVER – DIVISIONS 2, 5, 6 and 8 (DB)				
Rates per annum per \$1,000 of cover				
Age next birthday	Death only		Death and Total and Permanent Disablement	
	Male	Female	Male	Female
16	0.63	0.34	0.64	0.36
17	0.75	0.34	0.76	0.36
18	0.81	0.33	0.86	0.34
19	0.87	0.33	0.95	0.34
20	0.88	0.32	0.96	0.33
21	0.88	0.32	0.97	0.33
22	0.87	0.28	0.98	0.30
23	0.82	0.27	0.95	0.29
24	0.80	0.26	0.95	0.28
25	0.75	0.25	0.90	0.27
26	0.72	0.21	0.87	0.27
27	0.69	0.20	0.84	0.26
28	0.63	0.20	0.78	0.27
29	0.59	0.19	0.75	0.28
30	0.55	0.19	0.75	0.30
31	0.53	0.20	0.72	0.31
32	0.52	0.20	0.71	0.35
33	0.52	0.21	0.71	0.40
34	0.52	0.26	0.72	0.46
35	0.52	0.27	0.75	0.52
36	0.53	0.29	0.78	0.57
37	0.55	0.33	0.83	0.68
38	0.62	0.37	0.95	0.76
39	0.65	0.42	1.02	0.88
40	0.72	0.47	1.15	0.99
41	0.75	0.52	1.28	1.14
42	0.83	0.56	1.44	1.25
43	0.92	0.65	1.62	1.41
44	1.00	0.72	1.82	1.60
45	1.10	0.78	2.06	1.78

PREMIUM RATES FOR VOLUNTARY COVER – DIVISIONS 2, 5, 6 and 8 (DB)				
Rates per annum per \$1,000 of cover				
Age next birthday	Death only		Death and Total and Permanent Disablement	
	Male	Female	Male	Female
46	1.21	0.87	2.31	1.98
47	1.34	0.96	2.61	2.19
48	1.44	1.01	2.91	2.43
49	1.60	1.10	3.25	2.68
50	1.71	1.20	3.60	3.00
51	1.87	1.28	4.02	3.29
52	2.00	1.36	4.42	3.67
53	2.17	1.47	4.87	4.05
54	2.35	1.60	5.39	4.51
55	2.53	1.68	5.89	4.96
56	2.71	1.80	6.47	5.52
57	2.92	1.90	7.06	6.11
58	3.16	2.00	7.74	6.75
59	3.39	2.14	8.44	7.42
60	3.66	2.24	9.18	8.09
61	3.94	2.37	10.00	8.75
62	4.26	2.49	10.87	9.44
63	4.60	2.63	11.79	10.12
64	4.98	2.79	12.81	10.82
65	5.39	2.94	13.86	11.51
66	5.81	3.13	n/a	n/a
67	6.27	3.32	n/a	n/a
68	6.78	3.52	n/a	n/a
69	7.33	3.74	n/a	n/a
70	7.91	3.97	n/a	n/a
71	8.55	4.20	n/a	n/a
72	9.24	4.45	n/a	n/a
73	9.97	4.72	n/a	n/a
74	10.77	5.00	n/a	n/a
75	11.64	5.30	n/a	n/a

## PART IX. APPENDIX C

### PREMIUM RATES FOR DEFAULT COVER

*(DIVISION 6 insured member excluding employees employed on a casual basis)*

PREMIUM RATES FOR DEFAULT COVER (DIVISION 6 members excluding employees employed on a casual basis)		
Rates per annum per \$1,000 of cover		
Age next birthday	Death only	Death and Total and Permanent Disablement
16	0.62	0.63
17	0.76	0.77
18	0.85	0.89
19	0.86	0.93
20	0.89	0.97
21	0.87	0.96
22	0.81	0.91
23	0.75	0.88
24	0.72	0.85
25	0.66	0.81
26	0.69	0.82
27	0.64	0.78
28	0.62	0.75
29	0.55	0.73
30	0.52	0.69
31	0.51	0.68
32	0.47	0.63
33	0.49	0.63
34	0.47	0.64
35	0.46	0.65
36	0.45	0.65
37	0.44	0.68
38	0.47	0.72
39	0.50	0.77
40	0.53	0.85
41	0.55	0.95
42	0.64	1.09
43	0.69	1.21

<b>PREMIUM RATES FOR DEFAULT COVER</b>		
<b>(DIVISION 6 members excluding employees employed on a casual basis)</b>		
<b>Rates per annum per \$1,000 of cover</b>		
<b>Age next birthday</b>	<b>Death only</b>	<b>Death and Total and Permanent Disablement</b>
<b>44</b>	0.75	1.37
<b>45</b>	0.85	1.55
<b>46</b>	0.92	1.77
<b>47</b>	1.04	2.04
<b>48</b>	1.19	2.37
<b>49</b>	1.34	2.73
<b>50</b>	1.44	3.04
<b>51</b>	1.61	3.46
<b>52</b>	1.81	3.99
<b>53</b>	2.12	4.73
<b>54</b>	2.37	5.47
<b>55</b>	2.64	6.17
<b>56</b>	2.88	6.85
<b>57</b>	3.17	7.68
<b>58</b>	3.53	8.65
<b>59</b>	3.87	9.63
<b>60</b>	4.35	10.90